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

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
November 17, 2020 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Please click this URL to join. https://zoom.us/j/99509894643?pwd=RkNzYkdicUFHZnlPTkZkMTVpVktPUT09
Passcode: 152296

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 995 0989 4643
International numbers available: https://zoom.us/u/admEjvFliX

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

OPENING ITEMS

1. Invocation – Pastor Phil Allman, Grace Lutheran Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR CITY COUNCIL MEETING OF NOVEMBER 3, 2020

   4b. REGULAR CITY COUNCIL MEETING OF NOVEMBER 9, 2020

4. 2020-179 – RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT (FINANCE)

5. 2020-180 – RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $134,156.40 (GENERAL SERVICES)

6. 2020-181 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 HA5 HIGH DENSITY MINERAL BOND SURFACE SEAL PROJECT TO THE SOLE BIDDER, ANDALE CONSTRUCTION, INC. OF WICHITA, KANSAS, AT A TOTAL COST NOT TO EXCEED $1,818,817.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

7. 2020-182 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $3,917,110.60; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

8. 2020-183 – RESOLUTION AWARDING A CONTRACT FOR THE THOMASON DRIVE MILL AND INLAY PAVING PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $4,966,334.08; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

9. 2020-184 – RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP2700 PNEUMATIC TIRE ROLLER FROM BEE EQUIPMENT SALES, LTD AT A TOTAL COST OF $172,092.11 THROUGH BUYBOARD (GENERAL SERVICES)

10. 2020-185 – RESOLUTION APPROVING THE PURCHASE OF A 2021 AUTOCAR ACX64 WITH A HEIL 28-YARD DURAPACK PYTHON AUTOMATED SIDE-LOAD REFUSE BODY FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $317,222.00 (GENERAL SERVICES)

11. 2020-186 – RESOLUTION AWARDING A CONTRACT TO DEE SKY SERVICES FOR MOWING SERVICES AT THE LANDFILL FOR A NOT TO EXCEED AMOUNT OF $200,000.00 PER YEAR (GENERAL SERVICES)

12. 2020-187 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF IRRIGATION PIVOTS AT SPRABERRY FARM FOR THE UTILITIES DEPARTMENT TO THE SOLE BIDDER, LAMESA IRRIGATION COMPANY FOR A TOTAL COST NOT TO EXCEED $189,698.81 (GENERAL SERVICES)

13. 2020-188 – RESOLUTION AUTHORIZING THE PURCHASE OF THE FALL AND SPRING SEED FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $144,772.00 (GENERAL SERVICES)

14. 2020-189 – RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 310L BACKHOE LOADER FROM YELLOWHOUSE MACHINERY CO. AT A TOTAL COST OF $110,173.01 THROUGH BUYBOARD (GENERAL SERVICES)

15. 2020-190 – RESOLUTION APPROVING THE PURCHASE OF ONE HUNDRED THIRTY (130) 2021 YAMAHA ELECTRIC GOLF CARTS FROM METRO GOLF CARS, INC., THROUGH BUYBOARD AT A TOTAL COST OF $373,750.00; AND AUTHORIZING THE TRADE-IN OF ONE HUNDRED THIRTY (130) CITY-OWNED YAMAHA DRIVE 2 GOLF CARTS (GENERAL SERVICES)

16. 139-2020 – MOTION AUTHORIZING THE INTERIM CITY MANAGER OR THE INTERIM CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS - BRIARWOOD AVENUE UTILITY IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT (GENERAL SERVICES)

17. 2020-191 – RESOLUTION AUTHORIZING THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM; AUTHORIZING THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $500,000.00 FROM THE CARES GRANT; AND AUTHORIZING THE EXECUTION A CONTRACT WITH MIDLAND COLLEGE TO PROVIDE PROGRAM ADMINISTRATIVE SERVICES AT A COST NOT TO EXCEED $25,000.00 (DEVELOPMENT SERVICES)

18. 2020-192 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,062 FEET AND 2,122 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

19. 2020-193 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS FOR THE FACILITY IMPROVEMENT PROGRAM IN THE AMOUNT OF $244,303.00 (DEVELOPMENT SERVICES)

20. 2020-194 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. VINCENT DE PAUL SOCIETY FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $99,000.00 (DEVELOPMENT SERVICES)

21. 2020-195 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH SAINT ANN'S CHURCH FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $100,000.00 (DEVELOPMENT SERVICES)

22. 2020-196 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., FOR THE SOCIAL SERVICES GRAB-N-GO FOOD ASSISTANCE PROGRAM IN THE AMOUNT OF $89,628.00 (DEVELOPMENT SERVICES)

23. 138-2020 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT AND RESTATEMENT OF PRODUCED WATER DISPOSAL SITE LEASE AGREEMENT WITH FELIX WATER, LLC, FOR THE PURPOSE OF ALLOWING CERTAIN COMMERCIAL SALTWATER DISPOSAL ACTIVITIES AT T-BAR RANCH LOCATED IN WINKLER AND LOVING COUNTIES, TEXAS (DEFERRED FROM NOVEMBER 09, 2020)

SECOND READINGS

24. 10123 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 03, 2020)

25. 10124 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, “A” STREET COMMUNITY CENTER, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH “A” STREET AND VENTURA 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 (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 03, 2020)

26. 10125 – AN ORDINANCE VACATING AND ABANDONING A 0.075-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 1, SHILOH SUBDIVISION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST SCHARBAUER DRIVE AND NORTH C STREET, APPROXIMATELY 220 FEET NORTH OF SHELL AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,167.50; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 03, 2020)

27. 10126 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE WEST 0.45 ACRES OF LOT 27, BLOCK 10, PERMIAN ESTATES, CITY AND COUNTY OF

MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 303 FEET WEST OF SOUTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 03, 2020)

28. 10127 – AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2019-2020 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (FINANCE) (FIRST READING HELD NOVEMBER 03, 2020)

PUBLIC HEARINGS

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

29. 10129 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 22 AND THE WEST 97.3 FEET OF LOT 23, BLOCK 81, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 383 FEET WEST OF THOMASON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

30. 10130 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 19.70-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF PRINCETON AVENUE, APPROXIMATELY 824 FEET WEST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES)

31. 10131 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 91 FEET NORTH OF ELM AVENUE);

CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

32. 10132 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,588-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, WALLACE HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 377 FEET SOUTH OF SINCLAIR 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 (DEVELOPMENT SERVICES)

33. 10133 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

34. 10134 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 110 FEET SOUTH 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 (DEVELOPMENT SERVICES)

MISCELLANEOUS

35. 10135 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (FINANCE)

36. 2020-197 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL TWO OIL AND GAS

WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 339 FEET AND 340 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,226 FEET AND 2,291 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR (DEVELOPMENT SERVICES)

37. 2020-198 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,082 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,284 FEET AND 2,309 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR (DEVELOPMENT SERVICES)

38. 10136 – AN ORDINANCE DIRECTING OWNERS AND OPERATORS OF COMMERCIAL ENTITIES, BUILDINGS, AND OTHER ENCLOSED SPACES THAT ARE OPEN TO THE PUBLIC TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (CITY MANAGER'S OFFICE)

39. 2020-199 – RESOLUTION ADDING ONE (1) REGULAR CITY COUNCIL MEETING ON NOVEMBER 23, 2020, TO THE CITY COUNCIL MEETINGS SCHEDULED FOR THE 2020 CALENDAR YEAR (CITY MANAGER'S OFFICE)

40. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY’S OFFICE)

EXECUTIVE SESSION

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

    a. Section 551.071, Consultation with the City Attorney

    a.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

Respectfully Submitted,

Robert Patrick
Interim 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
November 3, 2020

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., November 03, 2020.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Attorney John Ohnemiller, Interim City Manager Robert Patrick, Assistant City Manager Morris WIlliams

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

OPENING ITEMS

1. Invocation

2. Pledge of Allegiance

Mayor Payton reported Executive Session would be held first.

CONSENT AGENDA

Michael Trost moved to approve the Consent Agenda items 3-18, excluding items 4, 5, 11, 13, 15, and 16; 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

3. MOTION APPROVING THE FOLLOWING MINUTES:

3a. SPECIAL CITY COUNCIL MEETING OF OCTOBER 15, 2020

3b. REGULAR CITY COUNCIL MEETING OF OCTOBER 20, 2020

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6. 2020-170 – RESOLUTION APPROVING THE PURCHASE OF FORTY (40) BUNKER COATS AND FORTY (40) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $114,920.40 THROUGH HGAC CONTRACT EE08-19 (GENERAL SERVICES)

7. 131-2020 – MOTION TO APPROPRIATE THE SUM OF $70,000.00 FROM THE AIRPORT OPERATING FUND (500) UNAPPROPRIATED FUND BALANCE (35650) TO THE MULTI-FACILITY REHAB PROJECT (900308) (AIRPORTS)

8. 2020-171 – RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING A UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN LOT 1A, BLOCK 1, MIDLAND AIRPARK ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, TO ONCOR ELECTRIC DELIVERY COMPANY LLC (AIRPORTS)

9. 2020-172 – RESOLUTION ESTABLISHING THE DATES OF THE REGULAR CITY COUNCIL MEETINGS TO BE HELD DURING THE CALENDAR YEAR 2021 (CITY MANAGER'S OFFICE)

10. 2020-173 – RESOLUTION ADDING ONE (1) REGULAR CITY COUNCIL MEETING ON NOVEMBER 9, 2020, TO THE CITY COUNCIL MEETINGS SCHEDULED FOR THE 2020 CALENDAR YEAR (CITY MANAGER'S OFFICE)

12. 2020-174 – RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., FOR THE CASA DE AMIGOS/SOUTHEAST SENIOR CENTER NUTRITION PROGRAM IN THE AMOUNT OF $68,000.00

14. 2020-176 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH WEST TEXAS FOOD BANK FOR THE WEST TEXAS FOOD BANK PROGRAM IN THE AMOUNT OF $200,000.00 (DEVELOPMENT SERVICES)

17. 134-2020 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND BETA CRUDE CONNECTOR, LLC. REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 12, BLOCK 39, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

18. 135-2020 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND CENTURION PIPELINE, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 5, BLOCK 38 TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

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

4. 2020-168 – RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR MODEL 745 ARTICULATED TRUCK FROM WARREN POWER & MACHINERY, INC., DBA

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WARREN CAT OF ODESSA, TEXAS, AT A TOTAL COST OF $695,000.00 THROUGH BUYBOARD (GENERAL SERVICES)

Jack Ladd moved to approve Resolution No. 2020-168; seconded by Lori Blong.

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

5. 2020-169 – RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR MODEL 349FL HYDRAULIC EXCAVATOR FROM WARREN POWER & MACHINERY, INC., DBA WARREN CAT OF ODESSA, TEXAS, AT A TOTAL COST OF $515,350.00 THROUGH BUYBOARD (GENERAL SERVICES)

Lori Blong moved to approve Resolution No. 2020-169; seconded by Michael Trost.

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

11. 132-2020 – MOTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF MIDLAND, INC., FOR THE LEASE OF CERTAIN CITY-OWNED FACILITIES LOCATED AT 110 EAST NEW JERSEY AVENUE, MIDLAND, TEXAS (COMMUNITY SERVICES)

Council Member Robnett asked if this was bid and if it was required. Community Services Director Tina Jauz reported it was not bid and was not required to be bid. She noted that the City has had a long standing agreement with the Boys & Girls Club of Midland and they have made capital improvements to the property.

Jack Ladd moved to approve Motion No. 132-2020; seconded by Lori Blong.

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

13. 2020-175 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $500,000.00 (DEVELOPMENT SERVICES)

Council Member Robnett asked why this is not required to have 100% low to moderate income. Community Development Manager Isaac Garnett reported that is how HUD

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defines it but noted that normally all of the people who apply fall into that category. They do not want to exclude any individuals in particular situations.

Mayor Payton asked if Mr. Garnett has everything he needs to make people aware of this. Mr. Garnett confirmed he did and they will follow-up and continue to put out the word.

Lori Blong moved to approve Resolution No. 2020-175; 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

15. 2020-177 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE BOYS & GIRLS CLUBS OF THE PERMIAN BASIN, INC., FOR THE 2020 BOYS & GIRLS CLUB PERMIAN BASIN PROGRAM IN THE AMOUNT OF $92,000.00 (DEVELOPMENT SERVICES)

Council Member Robnett noted that these funds are being allocated to allow for additional staff because of the COVID pandemic and wondered what those were compared to MISD. Community Development Manager Isaac Garnett reported there are specific guidelines such as taking temps, wiping down surfaces, cleaning facilities and ensuring the children are distanced. This cost was not budgeted for them and they have no revenue stream to cover those costs.

Council Member Blong added that the Boys & Girls Club took in students who were not allowed on MISD campus due to school closures. They took up the slack in the community and they have not been supported in a way that they need.

Spencer Robnett moved to approve Resolution No. 2020-177; 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

16. 133-2020 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF SADDLEBACK ESTATES ADDITION, BEING A PLAT OF A 72.256-ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 46, BLOCK 38, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1130 AND EAST COUNTY ROAD 95 - EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Council Member Ladd asked the developer if they are working on connectivity as far as fiber in the ETJ area noting that this area is underserved for internet connectivity. He added that there are four companies in Midland who are benefitting from federal grant money to put in fiber optic at 20 cents a foot and wondered if the developer could take a look at that.

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Andrew Mellen, Maverick Engineering, reported that Brent Johnson is the owner and has not heard about cable coming in noting it is very costly in the ETJ. Council Member Ladd noted it would be more cost effective to do it now opposed to after the development and asked who he could reach out to. Mr. Mellen noted he would send Council Member Ladd the owner's contact information.

Jack Ladd moved to approve Motion No. 133-2020; seconded by Spencer Robnett.

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

SECOND READINGS

19. 10117 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,363-SQUARE FOOT PORTION OF LOT 1A, BLOCK 1, PAVILION PARK ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND MOCKINGBIRD LANE), 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 (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10117.

Lori Blong moved to approve the second and final reading of Ordinance No. 10117; 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

20. 10118 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 50 FEET OF LOTS 19 THROUGH 24, BLOCK 145, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST PENNSYLVANIA AVENUE AND SOUTH WEATHERFORD STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH;

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CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10118.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10118; 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

21. 10119 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.482-ACRE PORTION OF LOT 13A, BLOCK 7, GLENDALE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A COMMUNITY SERVICE CENTER TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH CARVER STREET, APPROXIMATELY 180 FEET SOUTH OF EAST CUTHBERT AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10119.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10119; 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

22. 10120 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,241-SQUARE FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), 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

DRAFT

CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10120.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10120; 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. 10121 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 3 AND 4, BLOCK 3, MAYFIELD PLACE ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10121.

Lori Blong moved to approve the second and final reading of Ordinance No. 10121; 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

24. 10122 – AN ORDINANCE VACATING AND ABANDONING A 0.04-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1, 2, 7 AND 8, BLOCK 88, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH GARFIELD STREET, APPROXIMATELY 140 FEET SOUTH OF WEST WALL STREET); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $6,996.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 20, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10122.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10122;

DRAFT

seconded by John Norman.

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

PUBLIC HEARINGS

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

25. 136-2020 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL CHARGER #H120WB; SAID WELL BEING GENERALLY LOCATED 2,410 FEET WEST OF RANKIN HIGHWAY AND 515 FEET SOUTH OF WEST INTERSTATE 20 (DEVELOPMENT SERVICES)

    Mayor Payton opened the public hearing at 10:58 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

26. 137-2020 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHARGER #H130WB AND CHARGER #H135WA; SAID WELLS BEING GENERALLY LOCATED BETWEEN 2,043 AND 2,343 FEET WEST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111 (DEVELOPMENT SERVICES)

    Mayor Payton opened the public hearing at 10:59 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

27. 10123 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 (DEVELOPMENT SERVICES)

    Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10123.

    Development Services Director Chuck Harrington noted the applicant at the Planning & Zoning meeting requested the hours be changed to 11:00 a.m. to 10:00 p.m. Monday

DRAFT

through Sunday.

Mayor Payton opened the public hearing at 11:00 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. 10123 with the amendment to change alcohol services hours to 11:00 a.m. to 10:00 p.m. 7 days a week; seconded by Lori Blong.

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

28. 10124 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, "A" STREET COMMUNITY CENTER, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH "A" STREET AND VENTURA 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 (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10124.

Mayor Payton opened the public hearing at 11:02 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10124; 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

29. 10125 – AN ORDINANCE VACATING AND ABANDONING A 0.075-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 1, SHILOH SUBDIVISION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST SCHARBAUER DRIVE AND NORTH C STREET, APPROXIMATELY 220 FEET NORTH OF SHELL AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,167.50; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10125.

DRAFT

Mayor Payton opened the public hearing at 11:03 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10125; 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

30. 10126 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE WEST 0.45 ACRES OF LOT 27, BLOCK 10, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 303 FEET WEST OF SOUTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10126.

Council Member Robnett noted the applicant has requested to serve until 2:00 a.m. seven days a week and wondered if that has ever been modified. Development Services Director Harrington noted there have been several instances of changing the start time, but he did not recall changing the end time. Council Member Ladd noted that if we switch over to TABC this would go through.

Police Chief Seth Herman was asked if he had any issues with this location going to 2:00 a.m. Mr. Herman noted that this was the area where the biker shootout occurred.

Council Member Robnett asked if the applicant was present. The applicant was not in the Chamber or on Zoom. He noted he would let this go through now and asked the applicant be contacted before the next meeting to address questions.

Council Member Blong inquired about their current hours. Mr. Harrington reported the property is currently vacant.

Mayor Payton opened the public hearing at 11:10 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. 10126; seconded by Jack Ladd.

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

DRAFT

NAY: Blong
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

31. 10127 – AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2019-2020 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (FINANCE)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10127.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10127; 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

32. 10128 – AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS", CHAPTER 1, "GENERAL OFFENSES", OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 25, "RESIDENTIAL PICKETING AND TARGETED MARCHES", SO AS TO PROHIBIT RESIDENTIAL PICKETING AND TARGETED MARCHES ADJACENT TO A RESIDENCE OR DWELLING OF AN INDIVIDUAL; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DEFERRED FROM FIRST READING HELD NOVEMBER 03, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10128.

Michael Trost moved to defer; seconded by Spencer Robnett.

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

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 10:03 a.m.

33. 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:

DRAFT

a. Section 551.071, Consultation with the City Attorney

a.1. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

The meeting was reconvened in regular session at 10:39 a.m. with all Council Members present.

All the business at hand having been completed, the meeting adjourned at 11:12 a.m.

PASSED AND APPROVED November 17, 2020.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
November 9, 2020

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 9:00 a.m., November 09, 2020.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Attorney John Ohnemiller, Assistant City Manager Robert Patrick, Assistant City Manager Morris WIlliams

The meeting was called to order at 9:02 a.m.

OPENING ITEMS

1. Invocation

2. Pledge of Allegiance

Mayor Payton reported that Executive Session would be heard before the remaining items.

MISCELLANEOUS

3. 2020-178 – RESOLUTION APPROVING A GRANT OF FUNDS TO THE MIDLAND COUNTY HOSPITAL DISTRICT IN THE AMOUNT OF $100,000.00 FOR THE PURPOSE OF EXPANDING COVID-19 TESTING HOURS; AUTHORIZING THE MAYOR AND INTERIM CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE ADMINISTRATION OF SAID FUNDS; AND AUTHORIZING PAYMENT OF SAID FUNDS (FINANCE)

John Norman moved to approve Resolution No. 2020-178; 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

DRAFT

4. 138-2020 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT AND RESTATEMENT OF PRODUCED WATER DISPOSAL SITE LEASE AGREEMENT WITH FELIX WATER, LLC, FOR THE PURPOSE OF ALLOWING CERTAIN COMMERCIAL SALTWATER DISPOSAL ACTIVITIES AT T-BAR RANCH LOCATED IN WINKLER AND LOVING COUNTIES, TEXAS (DEFERRED FROM NOVEMBER 09, 2020)

   Spencer Robnett moved to defer Motion No. 138-2020 to November 17, 2020; seconded by Scott Dufford.

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

5. 10128 – AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS", CHAPTER 1, "GENERAL OFFENSES", OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 25, "RESIDENTIAL PICKETING AND TARGETED MARCHES", SO AS TO PROHIBIT RESIDENTIAL PICKETING AND TARGETED MARCHES ADJACENT TO A RESIDENCE OR DWELLING OF AN INDIVIDUAL; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DEFERRED FROM FIRST READING HELD NOVEMBER 03, 2020)

   Mayor Payton noted this item would have no action today.

PUBLIC COMMENT

6. 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.)

   Chief Nursing Officer Kit Bredimus, Midland Memorial Hospital, reported he works in the emergency room and has seen the community go through things like swine flu and Ebola but has never seen anything like this. They have had to request over 100 outside nurses to help and now are requesting an additional 40. They are opening a new floor to accommodate COVID patients. Only 18% of their COVID patients are from outside of the county. They had a 30% positive test rate last week which is higher than the week before. He implored the Mayor and Council to take a stand for mandatory masks in the community in order to control the spread of the virus. Health care workers are not the front line, the community is. People who are asymptomatic can be spreading it. If you are in a car accident or have a heart attack you will find our ICU full. Please require everyone to wear a mask.

EXECUTIVE SESSION

DRAFT

Mayor Payton recess the meeting at 9:03 a.m. to go into Executive Session.

7. 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 a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

c. Section 551.087, Deliberate Economic Development Negotiations

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

The regular meeting was reconvened at 10:04 a.m. with all Council Members present.

All the business at hand having been completed, the meeting adjourned at 10:16 a.m.

PASSED AND APPROVED November 17, 2020.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Mark Mason, Director

Subject: **Discussion and consideration of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. (FINANCE)**

Purpose:

To provide the ability to reimburse the City for expenditures for vehicles, equipment, soft costs for construction and hard costs for construction spent in advance of issuing a Certificate of Obligation (CO) bond in FY 2021.

Recommended City Council Action:

Approve

Fiscal Impact:

Finance will evaluate expenditures that have or will occur prior to the issuance of the CO Bond for reimbursement through the issuance of the bond.

Discussion:

To allow the City to move forward with the acquisition of vehicles, equipment, design and potentially construction in advance of the issuance of debt with the expectation that those expenditures will be reimbursed by the debt issuance.

The City has the ability to reimburse the Garage Fund, Utilities Fund and the General Fund for hard costs, i.e. vehicles, equipment, and actual construction paid within sixty (60) days prior to the passage of the reimbursement resolution. In addition, the law allows the City to reimburse any soft costs, i.e. design and engineering costs paid within (18) months prior to the issuance of the reimbursement resolution.

RESOLUTION NO. 2020-

RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

WHEREAS, the City of Midland, Texas (the "Issuer") intends to issue debt for (i) the acquisition of equipment and vehicles for municipal purposes and departments, (ii) improving and extending the Issuer's water system and wastewater system and (iii) constructing, improving and equipping municipal park and recreation facilities (collectively, the "Projects") and further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement;

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, the above and foregoing premises are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, THAT: the Issuer reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Projects is $60,000,000.

This Resolution shall take effect immediately from and after its passage.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

CITY OF MIDLAND, TEXAS

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark C. Mason, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 5

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $134,156.40 (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the purchase of Herbicide for the Spraberry Farm for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water & Sewer Fund

Discussion:

Bid requests for Herbicide for the Spraberry Farm were issued to eighteen (18) vendors. We received two (2) bids. Staff recommends awarding the purchase of items 1, 3, 6 and 7 to Helena Agri-Enterprises, LLC and items 2, 4 and 5 to SiteOne Landscape Supply of Cleveland, Ohio. This purchase will cover all 3,000 acres for one cropping year. Please see the attached memo from Bennie Jordan, Water Pollution Control Plant and Spraberry Superintendent, for more information.

Therefore, please consider approval of a resolution awarding the purchase of items 1, 3, 6 and 7 to Helena Agri-Enterprises, LLC of Stanton, Texas and items 2, 4 and 5 to SiteOne Landscape Supply of Cleveland, Ohio for Herbicide for the Spraberry Farm for a total cost of $134,156.40.

Morris Williams Jr.

City Manager's Office

MIDLAND
Water Pollution Control Plant

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director, Erika Munoz, Purchasing Manager**

FROM: **Bennie Jordan, Superintendent** B.J.

SUBJECT: **Recommend Award for purchase of Herbicides for Spraberry and Plant Farm**

DATE: **November 3, 2020**

Consider a resolution approving the award of purchases in the amount of $ 93,795.60 to the bidder Helena Agri-Enterprises LLC for the purchase of 456 ounces of MSM 60 ($2,325.60), 3180 gallons of Powermax Roundup ($60,420.00) ,180 gallons of Clasp ($7,200.00), 530 gallons of Tavium ($23,850.00). Consider a resolution approving the award of purchases in the amount of $40,360.80 to the bidder Siteone Landscape Supply for the purchase of 325 gallons of Barrage ($7,878.00), 360 gallons of Vision ($27,813.60), 360 gallons of smoke ($4,669.20) for Spraberry and Plant Farms for Fiscal Year 2021.

The City of Midland land applies our treated wastewater at the Plant Farm and at Spraberry. Kevin Cook, our farming services contractor, is working to get all fields back in shape after years of neglect. Our contract with Mr. Cook specifies that the City purchase herbicides to assist in crop development. The type and agronomic cropping rate of all crops planted must be in accordance with the Crop Management Plan which details out both spring and fall plantings. Each crop type requires different herbicides, so a variety of the different types of herbicide is required.

This purchase will cover all 3000 acres for one cropping year. This is a regularly occurring budgeted expense each year.

Project funding will be paid for from the Water and Sewer Operating Fund. Staff recommendation is to award the contract in the amount of $ 134,156.40.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $134,156.40

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for 456 ounces of MSM 60; 325 gallons of Barrage; 3,180 gallons of Roundup Powermax; 360 gallons of Vision; 360 gallons of Smoke; 180 gallons of Clasp; 530 gallons of Tavium for the herbicide at Spraberry Farm; and

WHEREAS, Bid No. 21000232 was opened on October 21, 2020 with the lowest and/or most advantageous bids being submitted as follows and as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes:

Items	Bidders	Cost
1, 3, 6 & 7	Helena Agri-Enterprises, LLC	$93,795.60
2, 4 & 5	SiteOne Landscape Supply LLC	$40,360.80
	Total estimated cost	**$134,156.40**

WHEREAS, the Council finds the price proposed by the bidders as shown above to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of herbicide for Spraberry Farm from Agri-Enterprises, LLC, and SiteOne Landscape 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 herbicide for Spraberry Farm from Helena Agri-Enterprises, LLC, and SiteOne Landscape Supply LLC for a total cost of $134,156.40.

SECTION TWO. That upon receipt of proper invoice or statement approved by the City Manager, the City Comptroller is hereby authorized and directed to pay for said herbicide for Spraberry Farm out of funds available in the Water and Sewer Fund.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 21000232 **Herbicide Spraberry Farm** **OPENED** October 21, 2020			Helena Agri-Enterprises LLC 100 South St Peter Stanton, TX 79782 Will Wagner 432-756-2888		SiteOne Landscape Supply 1385 East 36th Street Cleaveland, OH 44114 Monique Potts 216-706-9250	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
1	456	MSM 60 (16x8oz)	$5.10	$2,325.60	$5.16	$2,352.96
	Oz	Brand Name:	MSM60		Lesco Mansion	
		Package Qty: 8oz.				
2	325	Barrage (2x2.5)	$32.50	$10,562.50	$24.24	$7,878.00
	Gal	Brand Name:	Barrage		Weedone LV6	
		Package Qty: 2.5GL				
3	3180	Roundup Powermax (bulk)	$19.00	$60,420.00	$32.06	$101,950.80
	Gal	Brand Name: Roundup Powermax				
		Package Qty: Bulk				
4	360	Vision	$81.85	$29,466.00	$77.26	$27,813.60
	Gal	Brand Name: Clash				
		Package Qty: 2.5GL				
5	360	Smoke	$34.68	$12,484.80	$12.97	$4,669.20
	Gal	Brand Name: Lesco Conform				
		Package Qty: 1GL				
6	180	Clasp (4x1)	$40.00	$7,200.00	NO BID	NO BID
	Gal	Brand Name: Clasp				
		Package Qty: 4x1				
7	530	Tavium	$45.00	$23,850.00	NO BID	NO BID
	Gal	Brand Name: Tavium				
		Package Qty: 265 tote				
		Freight	N/A	N/A	N/A	N/A
		Delivery Date:		7 Day ARO		3-5 Days ARO
		TOTAL PROPOSAL		$146,308.90		$144,664.56

Bidding Summary:

18 **Bid requests were issued.**

2 **Bids listed above**

0 **NO BIDS were received.**

16 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 21000232 **Herbicide Spraberry Farm** **OPENED** October 21, 2020			Helena Agri-Enterprises LLC 100 South St Peter Stanton, TX 79782 Will Wagner 432-756-2888		SiteOne Landscape Supply 1385 East 36th Street Cleaveland, OH 44114 Monique Potts 216-706-9250	
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		TOTAL PROPOSAL		$146,308.90		$144,664.56

Bidding Summary:

18 **Bid requests were issued.**

2 **Bids listed above**

0 **NO BIDS were received.**

16 **Bidders did not respond.**

City Council Meeting

Item Number: 6

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 HA5 HIGH DENSITY MINERAL BOND SURFACE SEAL PROJECT TO THE SOLE BIDDER, ANDALE CONSTRUCTION, INC. OF WICHITA, KANSAS, AT A TOTAL COST NOT TO EXCEED $1,818,817.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Fiscal Year 2021 HA5 High Density Mineral Bond Surface Seal Project for the Transportation Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund for this contract.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Fiscal Year 2021 HA5 Surface Treatment Project. Bid requests were issued to sixteen (16) vendors. We received one (1) bid. Staff recommends awarding to the sole bidder, Andale Construction, Inc. Please see the attached memo from Abe Langston, Transportation Superintendent, for further information.

Therefore, please consider approving a resolution awarding a contract for the Fiscal Year 2021 HA5 Surface Treatment Project to Andale Construction, Inc. of Wichita, Kansas for the contract amount of $1,818,817.00 plus $90,940.85 in contingencies for a project total of $1,909,757.85.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Superintendent

SUBJECT: Recommend Award: FY 2021 High Density Mineral Bond Surface Treatment Project

Bid # 21000395

DATE: November 3, 2020

CC: Gabe McClelland, Transportation Manager

The first sign of distress to an asphalt-paved street is damage due to oxidation. As ultraviolet rays cause the pavement to oxidize, the pavement turns from black to grey. As this process occurs the pavement turns from a somewhat flexible surface to a rigid and brittle layer of asphalt pavement. Without treatment, cracks will appear, leaving the underlying base exposed to water penetration. Ultimately, potholes will form.

To extend the useful life of an asphalt-paved street, a surface treatment should be applied early in the street's life. Then, a surface treatment should be applied at regular intervals. The application of a High Density Mineral Bond is an example of a surface treatment that will combat oxidative damage from UV rays. A High Density Mineral Bond includes a polymer-modified emulsion with a blend of fine aggregates. The product will reduce cracking and raveling by preserving the existing asphalt binder, deflect UV rays, and reduce aging by restoring oils and resins to the surface. And, the High Density Mineral Bond will provide a new appearance to existing streets.

The bid tabulation for the FY 2021 High Density Mineral Bond Surface Treatment Project has been reviewed by Transportation staff. Andale Construction, Inc. is the apparent low bidder and has a track record of successfully applying a High Density Mineral Bond to roadways at various locations throughout the United States as well as in Midland. In addition, the unit prices appear to be in line with current pricing and trends. Therefore, I am recommending award of the FY 2021 High Density Mineral Bond Surface treatment Project for the amount $1,818,817.00 (Base Bid) plus 5% contingency for a total amount of $1,909,757.85.

Base Bid:	$1,818,817.00 (001085 54220; Maintenance Streets and Roadways)
Contingency (5%):	$90,940,.85 (001085 54220; Maintenance Streets and Roadways)
Total Amount:	$1,909,757.85

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 HA5 HIGH DENSITY MINERAL BOND SURFACE SEAL PROJECT TO THE SOLE BIDDER, ANDALE CONSTRUCTION, INC. OF WICHITA, KANSAS, AT A TOTAL COST NOT TO EXCEED $1,818,817.00; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2021 HA5 High Density Mineral Bond Surface Seal Project (the "Project"); and

WHEREAS, Bid No. 21000395 was opened on October 30, 2020, with the sole bidder and the lowest responsible bidder being Andale Construction, Inc. of Wichita, Kansas ("Contractor"), having submitted a bid of $1,818,817.00 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 $1,818,817.00; 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 Interim 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 Contractor for said Project at a total cost not to exceed $1,818,817.00, 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 Interim 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 five percent ($90,940.85).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,909,757.85 from funds available in the General 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 21000395 **HA5 High Density Mineral Bond Surface Seal Project** **OPENED** October 30, 2020			Andale Construction, Inc. 3170 N. Ohio St. Wichita, KS 67219 Peter Molitor (316) 832-0063	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	Mobilization, Job Site Safety, Erosion Protection and Traffic Control	$69,954.50	$69,954.50
2	635950	Clean, prepare and place surface seal in accordance with attached	$2.75	$1,748,862.50
	SY	Bid Item Notes and Specifications		
		Delivery:	Not stated	
			TOTALS:	$1,818,817.00

EXHIBIT "A"

THE CITY OF MIDLAND

CONTRACT

21000395

THIS CONTRACT, effective the 18th day of November, 2020, by and between the City of Midland, hereinafter referred to as "City", and Andale Construction, Inc., hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,818,817.00 DOLLARS

2. **Scope of Work:** Company shall perform all work described for FY2021 HA5 High Density Mineral Bond Surface Seal Project of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean Jose Ortiz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

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

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 45 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. **Pay Out:** In the event no funds or insufficient funds are appropriated and budgeted or are

otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

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

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

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

16. **Payment; Retainage** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

16.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages** It is hereby understood and mutually agreed, by and between Company and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted

regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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

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

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

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

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

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

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

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

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

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

19. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH**

ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury: $1,000,000.00 per person

$1,000,000.00 per occurrence

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

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

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

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

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

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

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

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

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

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

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

25. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" 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 the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

28. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without

penalty to City. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and 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.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim 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 Andale Construction, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CITY OF MIDLAND

PURCHASING DIVISION DATE:10/5/20

BID REQUEST PAGE:01

(THIS IS NOT AN ORDER) **BID NO: 21000395**

OPENING TIME: 2:00 PM **CLOSING DATE: 10-28-20**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine, Ste 330, Midland, Texas UNTIL 2:00 P.M. 10-28-20 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Various Locations Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Materials, equipment and labor necessary for the FY2021 HA5 High Density Mineral Bond Surface Seal Project in accordance with the attached detail sheet, specifications, drawing and contract.	TOTAL	$ 1,818,817.00

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.

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

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

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

COMPANY NAME: Andale Construction, Inc.
ADDRESS 3170 N. Ohio St.
CITY Wichita ST KS ZIP 67219
PHONE NO. 316-832-0063 FAX NO. 316-440-8810
EMAIL: jackie@andaleconstruction.com

CASH DISCOUNT: _____ % _____ DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE Peter J. Molitor - President

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

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

Mailing Address:

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

OR

Physical Address:

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

CITY OF MIDLAND

ADDENDUM

BID 21000395

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM 1

DATE: October 22, 2020

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. Please see attachment.

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

All other terms and conditions shall remain the same.

Andale Construction, Inc.
Company Name

Bidder Authorized Signature

10/26/2020
Date

Peter J Molitor - President
Please Print Above Name

316-832-0063
Phone

MIDLAND
Purchasing Division

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

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

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

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

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

BID SCHEDULE

2021 Frictional Asphaltic Surface Preservation Treatment Project
High Density Mineral Bond

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City.

Award of contract shall be determined by Total Base Bid Amount only. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. The streets to be treated are shown on the attached FY 2021 HA5 Project map. A summary of the roadway sections considered for the FY 2021 Frictional Asphaltic Surface Preservation Treatment Project High Density Mineral Bond is below:

BASE BID – 2018 Frictional Asphaltic Surface Preservation Treatment Project

Item	Description	Unit	Qty	Unit	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$ 69,954.50	$ 69,954.50
2	Clean, prepare and place surface seal in accordance with attached Bid Item Notes and Specifications	SY	635,950	$ 2.75	$ 1,748,862.50

TOTAL BASE BID: $ 1,818,817.00

Submitted: Peter J. Molitor

Peter J. Molitor - President
Andale Construction, Inc.

High Density Mineral Bond Seal

GENERAL NOTES

1. The streets to be treated are shown on the attached FY 2021 HA5 Project map.
2. The Contractor shall commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 60 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.
3. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
4. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD.
5. 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 City. Contractor shall limit the number of consecutive residential and minor collector street closures. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
6. The Contractor shall be responsible for the traffic control plan. The Contractor shall submit the TCP to the Traffic Operations Division forty-eight (48) hours prior to work for their acceptance before operations can begin. The Contractor shall plan and layout the work such that no traffic is allowed on new pavement while the asphalt work is being placed.

   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 City. Contractor shall limit the number of consecutive residential and minor collector street closures. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
7. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
8. Contractor shall make an examination of the project site and completely familiarize himself with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are any questions in this regard or if there are any discrepancies between the plans and the actual site conditions, the contractor shall notify the engineer prior to the submission of bids.
9. The Contractor shall cut back vegetation, dirt, and foreign material from the entire surface of the existing asphalt pavement by power brooming or other approved methods. The cost of this work shall be incidental to the project.
10. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.
11. Contractor shall comply with all applicable local, state, and federal requirements regarding excesses and waste material, including methods of handling and disposal.

12. Any existing pavement, curbs, and/or sidewalk damaged or removed by the contractor that are not part of this contract are to be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.
13. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to be repaired immediately by the contractor to at least the pre-existing condition at no additional cost to the owner.
14. It shall be the responsibility of the contractor to protect cast iron features from damage which may occur during construction. The Contractor shall 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.
15. Contractor is responsible for complying with all applicable environmental laws.
16. The project area and surrounding areas that are utilized by the contractor shall be kept in a neat and orderly manner. Project clean up shall be done on a daily basis. Areas that have been chosen by the contractor for storing of material and equipment shall be out of public access and not create hazardous conditions for the public. These areas shall be kept in a neat and orderly manner and cleaned on a daily basis. Any revegetation of these areas shall be at the contractor's expense.
17. Any water hauled to the site during the installation shall be paid by the contractor.
18. Contractor shall provide and distribute notice to all impacted residents and property owners at least three (3) days prior to beginning work.
    a. Contractor shall indicate application time and when the surface can be used. If necessary, include a map showing closed-off areas.
    b. Provide phone numbers of at least two (2) individuals who represent the CONTRACTOR who can be reached at any time during the work.
    c. Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
    d. Should work not occur on a specified day, contractor shall issue an updated notice.
19. The contractor shall not use any facilities of a private property owner without a written agreement that is furnished to the City of Midland. These facilities shall include but not limited to private properties for storage, water, trash receptacles, etc. All City ordinances must be followed.
20. The contractor shall not place spoils on private property without a written agreement that is furnished to the City of Midland.
21. Control of vehicular and pedestrian traffic is of the utmost importance to the City of Midland. A traffic control plan designed to meet the sequence of construction established by the contractor shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division. The plan shall be detailed for the Sequence of work and not generic. The plan shall be followed at all times. The contractor shall place personnel in charge of the traffic control operation who have been trained in flagging procedures and in barricade and signage operations. In the event the traffic control plan or the traffic operation is not being conducted in the correct manner or according to the approved plan, construction activities shall be stopped until the traffic control procedures are corrected.
22. The Contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

23. All placement and maintenance of temporary pavement marking tabs and their eventual removal and the installation of permanent pavement markings shall be performed by the Contractor.

HA5 NOTES

1. All raised pavement markings, buttons and adhesive material within the overlay area shall be removed prior to the application of the overlay. Grind off existing pavement markings and lane stripes. If markings and stripes are to be reestablished, use reflective tabs to mark existing locations before applying surface treatment material. Unless specified otherwise, cost is included in the work of this section.
2. The Contractor shall apply temporary centerline markers as needed for work zone pavement markings as soon as the material cures. These guide markers consist of single white and/or yellow reflective roadway marker tabs at 40 foot spacing. Tabs shall be Type I reflectorized pavement markings in accordance with Item 666 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement marking are installed, and shall remove all tabs with installation of permanent markings. The placement and maintenance of temporary lane markers and their eventual removal shall be incidental to the project.
3. Mask-off all manholes, valves, concrete collars, and ends of streets and intersections.
4. Contractor shall only apply the surface treatment if material, air and pavement surface temperatures in the shade are 55°F and rising.
   Cease application if air or pavement surface temperatures are projected to fall below 45°F within 48 hours.
5. Contractor shall not apply surface treatment material to a wet surface (no visible standing water or high sheen), during rain, 24 hours prior to forecast of rain, or in unsuitably windy weather.
6. Contractor shall cease work if weather or other conditions prolong opening the pavement surface to traffic.
7. The Contractor is responsible for obtaining all necessary permits and coordinating with the Texas Department of Transportation (TxDOT) for work at all intersections with state highways.

WARRANTY

1. Both the Contractor and Supplier shall provide a five (5) year minimum warranty when the existing pavement is in an appropriate condition (Contractor and Supplier to determine condition). Warranty covers delaminating, peeling and premature surface wear.
   a. Before placement notify the Engineer if pavement condition or application condition voids the warranty.
   b. Engineer may allow or cancel product application at no cost to OWNER if warranty cannot be given.
2. Acceptable performance after five (5) year period is no delaminating, peeling, or inter-aggregate loss in surface wear. Mechanical disturbances by snow plow chatter, studded tires, etc, are excluded from warranty. Repair defective coverage at no additional cost to OWNER.

PROJECT SCHEDULE

1. It shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the surface seal project.
2. The project shall be completed no later than August 31, 2021.
3. **Late Completion; Liquidated Damages.** It is hereby understood and mutually agreed, by and between Company and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
    a. In the event Company shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Company and Company's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that Company shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Company only those monies deemed appropriate by the City, in its sole discretion, to compensate Company for any work actually performed, less any liquidated damages Company owes the City.
    b. The said amount is fixed and agreed upon by and between Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.
    c. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Company shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Company is without fault and Company's reasons for the time extension are acceptable to the City. Provided, further, that Company shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:
        i. To any preference, priority or allocation order duly issued by the Government;
        ii. To unforeseeable cause beyond the control and without the fault or negligence of Company, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and severe weather; and

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

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

e. **Company agrees that the payment of such liquidated damages may be recovered by the City from retainage held by the City. Notwithstanding any other provision hereof, Company hereby releases, acquits, relinquishes and forever discharges City, City's employees and officers from any and all demands, claims, damages, or causes of action of any kind whatsoever arising from the City withholding payment from Company as liquidated damages for Company's failure to complete the work within the time specified herein, including but not limited to breach of contract, quantum meruit, claims under the Due Process and Takings Clauses of the Texas and United States Constitutions, tort claims, or City's negligence.**

Company shall receive no financial compensation for delay or hindrance to the work. In no event shall the City be liable to Company or any subcontractor or supplier, any other person or any surety for or any employee or agent of any of them, for any damages arising out of or associated with any delay or hindrance to the work, regardless of the source of the delay or hindrance, including events of Force Majeure, and even if such delay or hindrance results from, arises out of or is due, in whole or in part, to the negligence of the City. Company's sole remedy in any such case shall be an extension of time.

ADDITIONAL NOTES

1. All temporary erosion and sedimentation (e&s) control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. Erosion controls protection shall also be placed at storm drain inlets in the work zone. If inspection indicates a control has been used inappropriately, or incorrectly, the Contractor must replace or modify the control for site situations. The controls must remain in place until disturbed areas are revegetated and the areas have become permanently stabilized.
2. Litter, construction debris, and construction chemicals exposed to storm water shall be prevented from becoming a pollutant source for storm water discharges (E.G., screening outfalls, picked up daily).

PAY ITEM NOTES

1. Shall include all necessary equipment, labor and materials to provide jobsite safety, erosion protection, and construction signing/traffic control in accordance with TMUTCD standards. Unit payment shall be lump sum.

2. Surface Seal. The surface seal shall be paid for by the number of square yards of High Density Mineral Bond as measured in-place at the contract unit price; which price shall be full compensation for all surface cleaning, traffic and erosion control, material preparation and application as well as any labor, tools, equipment and incidentals necessary to complete the work.

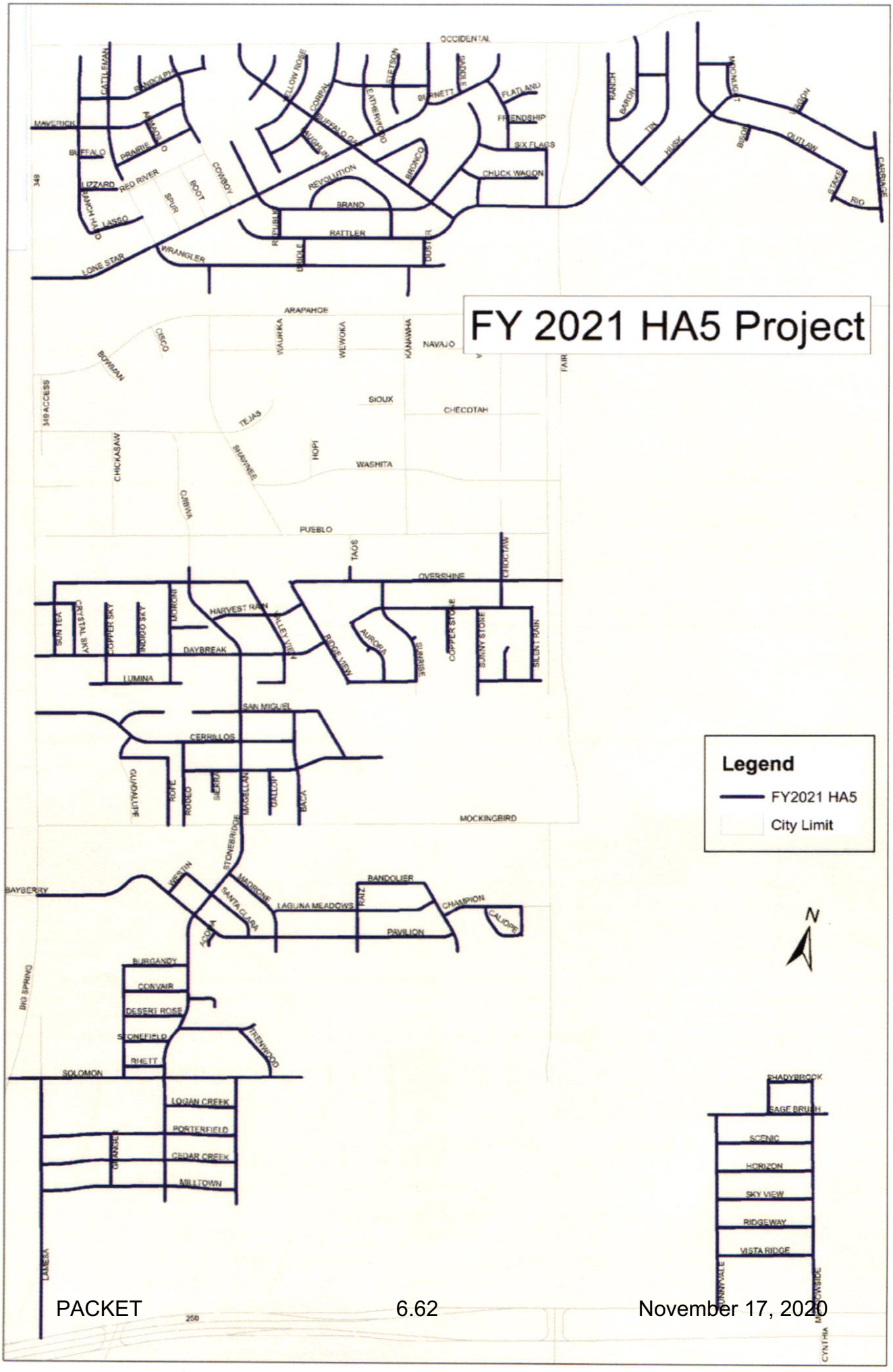
NAME	TYPE	From	To	SY
ACOMA	CT	Pavilion	Cul-de-sac	1,146
ARMADILLO	DR	Maverick	Prairie	960
AURORA + Bulb	WAY	Daybreak + Bulb	Lumina	3,467
BACA	ST	San Miguel	Mockingbird	4,573
BANDOLIER	DR	Raiz	San Felipe	2,312
BARON	DR	Occidental	Ranch	4,310
BIG BEND COUNTRY		Cul-de-sac N of Six Flags	Six Flags	2,365
BIG BEND COUNTRY		Six Flags	Buffalo Gap	3,133
BISON	ST	Outlaw	S of Outlaw	603
BRAND	LN	Cul-de-sac NW of Lone Star	Lone Star	3,129
BRAND	LN	Lone Star	Buffalo Gap	7,471
BRIDLE	DR	Rattler	Wrangler	888
BRONCO	CT	Buffalo Gap	Buffalo Gap	4,191
BRUSH	DR	Burnett	Six Flags	3,057
BUFFALO	CT	Ranch Hand	Cul-de-sac	1,618
BUFFALO GAP		Occidental	Rattler	11,856
BURGANDY	DR	Torrey Vista + Bulb	Stonebridge	3,084
BURNETT	LN	Lone Star	Cul-de-sac	4,681
CALIOPE + Bulb	CIR	Champion	Champion	3,275
CARRIAGE	RD	N of Husk	S of Rio	3,997
CATTLEMAN	DR	Occidental	S of Prairie	5,392
CEDAR CREEK	RD	Lamesa	Stonebridge	4,993
CEDAR CREEK	RD	Stonebridge	Cooper Creek	2,472
CERRILLOS	AV	Hwy 349	Baca	10,962
CHAMPION	AV	San Felipe	E of Caliope Cir/Fairgrounds	4,433
CHOCTAW		N of Overshine	Daybreak	1,633
CHOCTAW	CT	Cul-de-sac N of Lumina	Lumina	1,870
CHUCK WAGON		Big Bend Country	Cul-de-sac E of Independence	3,977
CONQUISTADOR	CT	Cul-de-sac N of Cerrillos	Cerrillos	1,855
CONVAIR	DR	Torrey Vista	Stonebridge	2,565
CONVAIR	CT	Stonebridge	Cul-de-sac E of Stonebridge	1,373
COOPER CREEK	RD	Solomon	Loop 250	10,030
COPPER SKY	CT	Cul-de-sac N of Daybreak	Daybreak	2,227
COPPER SKY	CT	Daybreak	Lumina	952
COPPER STONE	CT	Daybreak	Cul-de-sac S of Daybreak	2,250
CORRAL	DR	Occidental	Buffalo Gap	3,322
CORRAL	DR	Buffalo Gap	Yellow Rose	2,200
COTTON TAIL	CT	Buffalo Gap	Cul-de-sac N of Buffalo Gap	1,902
COTTON TAIL	CT	Buffalo Gap	Cul-de-sac S of Buffalo Gap	1,570
COWBOY	DR	Cul-de-sac N of Randolph	Randolph	1,440
COWBOY	DR	Randolph	S of Prairie	3,115
CRYSTAL SKY	LN	Harvest Rain + Bulb	Daybreak	2,218
DAYBREAK	WAY	Hwy 349	Ridge View	11,963
DAYBREAK	WAY	Aurora	Silent Rain	6,483
DESERT ROSE	DR	Torrey Vista	Stonebridge	2,397
DESERT ROSE	DR	Stonebridge	E of Trenwood	2,371

DUSTER		Rattler	Wrangler	882
FAIRGROUNDS	RD	Six Flags	Rattler	1,746
FLATLAND	CT	Brush	Cul-de-sac	2,083
FRIENDSHIP	CT	Brush	Cul-de-sac	1,785
GALLOP	CT	San Francisco	Cul-de-sac S of San Francisco	1,994
GRANGER	RD	Porterfield	Milltown	1,852
HARVEST RAIN	ST	Hwy 349	Crystal Sky	1,191
HARVEST RAIN	CT	Moroni	Cul-de-sac E of Moroni	1,623
HARVEST RAIN	ST	Ojbwa	Ridge View	3,563
HONEYSUCKLE	LN	Corral	Lone Star	3,843
HORIZON	RD	Sunnyvale	Meadowside	3,431
HUSK	ST	Ranch	Outlaw	4,235
HUSK	ST	Outlaw	Carriage	8,088
INDEPENDENCE		Chuck Wagon	Rattler	938
INDIGO SKY	CT	Cul-de-sac N of Daybreak	Daybreak	2,197
KANAWHA		Wranger	S of Wrangler	467
LAGUNA MEADOWS	TR	Madrone	San Felipe	5,990
LAMESA	RD	N of Solomon	Loop 250	11,972
LASSO	LN	Ranch Hand	Cattleman	2,085
LAUGHLIN	CT	Corral	Cul-de-sac S of Corral	1,623
LEATHERWOOD	DR	Cul-de-sac N of Honeysuckle	Honeysuckle	2,014
LEATHERWOOD	DR	Honeysuckle	Lone Star	2,100
LIZZARD	CT	Ranch Hand	Cul-de-sac E of Ranch Hand	2,255
LOGAN CREEK	RD	Stonebridge	Cooper Creek	2,430
LONE STAR	LN	Hwy 349	Cattleman/Wrangler	4,868
LONE STAR	LN	Cowboy	Occidental	11,352
LUMINA	CT	Cul-de-sac W of Copper Sky	Cul-de-sack E of Moroni	4,103
LUMINA	CT	Cul-de-sac W of Valley View	Valley View + Bulb	1,986
LUMINA	DR	Ridgeview + Bulb	Sunrise	3,076
LUMINA	DR	Sunny Stone	Silent Rain + Cul-de-sac	2,888
MADRONE	AV	Stonebridge	S of Pavilion	3,646
MAGELLAN	ST	N of San Miguel	Mockingbird	5,213
MAVERICK	LN	Hwy 349	Cowboy	6,495
MEADOWSIDE	ST	Shadybrook	Loop 250	9,842
MILLTOWN	RD	Lamesa	Stonebridge	5,025
MILLTOWN	RD	Stonebridge	Cooper Creek	2,762
MOONLIGHT	RD	Partridge	Husk	1,676
MORONI	ST	Overshine	Daybreak	2,818
MORONI	ST	Daybreak	Lumina	954
OJIBWA	ST	N of Overshine	S of Daybreak	6,420
OUTLAW	CT	Cul-de-sac N of Husk	Husk	4,755
OUTLAW	CT	Husk	Stake + Bulb	7,314
OVERSHINE	LN	Sun Tea	Valley View + Bulb	8,280
OVERSHINE	LN	Ridgeview + Bulb	Fairgrounds	11,814
PARTRIDGE	ST	Baron	Tin	1,212
PARTRIDGE	ST	Outlaw	Moonlight	1,108
PAVILION	PKWY	Hwy 349	Stonebridge	7,123

PAVILION	PKWY	Stonebridge	San Felipe	11,080
PORTERFIELD	RD	Lamesa	Stonebridge	5,090
PORTERFIELD	RD	Stonebridge	Cooper Creek	2,440
PRAIRIE	LN	Cattleman	Cowboy	3,325
RAIZ	DR	Bandolier + Bulb	S of Pavilion	2,767
RANCH	AV	Baron	S of Husk	3,928
RANCH	AV	Baron	Cul-de-sac N of Baron	3,311
RANCH HAND	DR	Randolph	Cul-de-sac N of Randolph	2,546
RANCH HAND	DR	Randolph	Lasso	5,904
RANDOLPH	LN	Ranch Hand	Sheppard + Bulb	6,091
RATTLER	LN	W of Republic	Fairgrounds	13,672
REDBUD	CT	Cul-de-sac	Randolph	2,190
REPUBLIC	DR	Brand	Rattler	963
REVOLUTION	DR	Brand	Brand	4,561
REVOLUTION	DR	Brand	Rattler	1,019
RHETT	DR	Torrey Vista	Stonebridge	1,538
RIDGE VIEW	ST	Overshine	Lumina	4,531
RIDGEWAY	RD	Sunnyvale	Meadowside	3,400
RIO	PL	Stake	Carriage	1,626
RODEO	ST	Cerrillos	Mockingbird	3,283
ROPE	ST	Cerrillos	S of Cerrillos	1,007
ROPE*	ST	S of Cerrillos	Mockingbird	2,061
SADDLE	CT	Burnett	Cul-de-sac	2,282
SAGE BRUSH	RD	W of Sunnyvale	E of Meadowside	4,873
SAN FELIPE	DR	Bandolier	S of Pavilion	2,852
SAN FRANCISCO	AV	Rodeo	Cul-de-sac E of San Miguel	7,252
SAN MIGUEL	AV	Magellan	San Francisco	5,343
SAN MIGUEL	CT	Cul-de-sac W of Magellan	Magellan	1,777
SANTA CLARA	DR	Westin + Bulb	Pavilion	3,850
SCENIC	RD	Sunnyvale	Meadowside	3,412
SHADYBROOK	RD	Sage Brush	Meadowside	2,707
SHAWNEE		Wranger	S of Wrangler	428
SHEPPARD	CT	Randolph	Cul-de-sac N of Randolph	1,050
SIERRA	CT	San Francisco	Cul-de-sac S of San Francisco	986
SILENT RAIN	DR	Daybreak + Bulb	Lumina	3,297
SIX FLAGS		Big Bend Country	Fairgrounds	2,847
SKY VIEW	RD	Sunnyvale	Meadowside	3,404
SOLOMON	LN	Hwy 349	E of Trenwood	12,492
STAKE	AV	Outlaw	Rio	1,175
STETSON	DR	Cul-de-sac N of Honeysuckle	Honeysuckle	2,046
STETSON	DR	Honeysuckle	Cul-de-sac S of Honeysuckle	1,857
STONEBRIDGE	DR	Mockingbird	concrete N of Burgandy	5,761
STONEBRIDGE	DR	concrete N of Burgandy	Solomon	6,207
STONEBRIDGE	DR	Solomon	Loop 250	15,500
STONEFIELD	DR	Torrey Vista	Stonebridge	1,733
SUN TEA	WAY	Overshine + Bulb	Daybreak	3,366
SUNNY STONE	DR	Daybreak	S of Lumina	3,450

SUNNYVALE	ST	Sage Brush	Loop 250	8,022
SUNRISE + Bulb	WAY	Overshine	S of Lumina	5,000
TAOS	RD	N of Overshine	Overshine	456
TIN	TR	Rattler/Fairgrounds	Partridge	7,083
TIN	TR	Partridge	Cul-de-sac N of Partridge	2,512
TORREY VISTA	DR	Burgandy	Solomon	4,611
TRENWOOD	DR	Desert Rose	Solomon	2,377
VALLEY VIEW	ST	Overshine	Lumina (bulb SY on Lumina Ct)	3,760
VISTA RIDGE	RD	Sunnyvale	Meadowside	3,448
WAGON	CT	Husk	N of Husk	635
WESTIN	DR	Santa Clara	Pavilion	760
WRANGLER	LN	Lone Star	Duster	11,567
WRANGLER	LN	Duster	Cul-de-sac E of Duster	1,482
YELLOW ROSE	CT	Cul-de-sac N of Buffalo Gap	Buffalo Gap	2,783
YELLOW ROSE	CT	Buffalo Gap	Cul-de-sac S of Corral	4,986
ZZ Road S of Milltown		Lamesa	Cooper Creek	8,703
TOTAL				**605,663**

* Rope St likely not to be built


FY 2021 HA5 Project
Legend
FY2021 HA5
City Limit
OCCIDENTAL
CATTLEMAN
RANDOLPH
MAVERICK
BUFFALO
PRAIRIE
AMARILLO
LIZZARD
RED RIVER
BRANCH HAND
LASSO
SPUR
BOOT
COWBOY
YELLOW ROSE
CORRAL
BUFFALO GAP
REVOLUTION
JEFFERSON
LEATHERNECK
BRONCO
BURNETT
FLAT AND
FRIENDSHIP
SIX FLAGS
CHUCK WAGON
BRAND
RATTLER
REPUBLIC
BRIDLE
DUSTER
LONE STAR
WRANGLER
348
RANCH
BARON
TIN
HUSK
MUSTANG
MISSION
OUTLAW
BISON
STAKE
RIO
CARBINE
ARAPAHOE
CISCO
BOWMAN
WAURIKA
WEWOKA
KANAWHA
NAVAJO
FAIR
348 ACCESS
SIOUX
CHECOTAH
TEJAS
CHICKASAW
SHAWNEE
HOPI
WASHITA
CADDO
PUEBLO
TAOS
CHOCTAW
RIVERSHINE
SUN TEA
CRYSTAL SKY
COPPER SKY
INDIGO SKY
MORNING
HARVEST RAIN
DAYBREAK
LUMINA
VALLEY VIEW
RIDGE VIEW
AURORA
SUNRISE
COPPER STONE
SUNNY STONE
SILENT RAIN
SAN MIGUEL
CERRILLOS
GUADALUPE
ROPE
RODEO
SIERRA
MAGELLAN
GALLOP
BACA
MOCKINGBIRD
STONEBRIDGE
WESTIN
BAYBERRY
MADRONE
SANTA CLARA
LAGUNA MEADOWS
RANDOLIER
RANZ
CHAMPION
CALIOPE
PAVILION
BURGANDY
CONVAIR
DESERT ROSE
SIGNEFIELD
RHETT
SOLOMON
BIG SPRING
GREENWOOD
LOGAN CREEK
PORTERFIELD
CEDAR CREEK
MILLTOWN
GRANGER
LAMESA
250
N
SHADYBROOK
SAGE BRUSH
SCENIC
HORIZON
SKY VIEW
RIDGEWAY
VISTA RIDGE
SUNNYVALE
MOONSIDE
CYNTHIA

SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, "the *Contractor*" is implied. Also implied in this language are "*shall*", "*shall be*", or similar words and phrases. The word "*will*" generally pertains to decisions or actions of the City of Midland.

HIGH DENSITY MINERAL BOND

1. DESCRIPTION

Construct a mineral aggregate and asphalt binder surface treatment installed as a High Density Mineral Bond over the roadway surface.

2. MATERIALS

A. ASPHALT BINDER

Emulsified Asphalt: Inorganic, non-ionic, thixotropic mineral colloid at 77° Fahrenheit that meets the following requirements. Inorganic is defined as a non-carbon based emulsifier.

Table 1 – Non-Ionic Emulsion Properties

Criterion	ASTM Standard	Min	Max
Brookfield Viscosity at 77°F (Spindle 5, 20 rpm), cPs	D 2196	11,000	20,000
pH	E 70	5.0	7.5
Density, lbs/gal	T 59	8.5	9.0
Asphalt Cement Content, percent by weight	D 2172	45	50
Solids Content, percent by weight	T 59	50	54
Ash Content, percent by weight	T 111	4.0	6.0

B. AGGREGATE

Clean and free from organic matter or other detrimental substances. Composed of sand, clay, slate and corundum. Properties of slate and corundum as follows.

Table 2 – Slate

Criterion	ASTM Standard	Min	Max
Specific Gravity	C 128		2.7
Compression, psi	C 170	11,000	

Table 3 – Refined Corundum

Criterion	ASTM Standard	Min	Max
Specific Gravity	C 128	3.9	
Knoop 100 Hardness	D 1326	2,000	
Ball Mill Friability (14 grit)	B74.8		50

C. ADDITIVES

- Water is clean, non-detrimental, and free from salts and contaminant.
- Polymers and other additives as necessary to achieve mix design performance.

3. MIX DESIGN

Completed high density mineral bond material, prior to being loaded for install, must meet the following requirements.

Table 4 – Mix Properties

Criterion	ASTM Standard	Min	Max
Asphalt Content, percent by weight	D 2172	17	20
Solids Content, percent by weight	D 1644	55	63
Initial Brookfield Viscosity at 77°F (Spindle 4, 20 rpm), cPs	D 2196	5,500	9,000
Ash Content, percent by weight	T 111	38	
Ash Content of Solids, percent by weight (a)	T 111	65	
Density, lbs/gal	T 59	11	
pH	E 70	6.0	8.0
Total Inorganic Aggregate Content, percent by weight (b)	T 111	37	
Total Sand Content, percent by weight			6.0
Maximum VOC, g/L	D 3960		5
Resistance to Re-emulsification	D 2939	No re-emulsification	
Wear Resistance, percent loss by weight (c)	D 2486		4

NOTES:

(a). Ash content as a percentage of solids content.

(b). Ash content of completed mix minus ash content of base non-ionic emulsion. Total inorganic aggregate content is defined as slate, refined corundum, and sand.

(c). ASTM D 2486 (Modified): Prepare sample at 48 wet mils on glass panel. Dry at 77°F for three (3) days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report percent of dry film lost.

4. CONSTRUCTION REQUIREMENTS

A. EQUIPMENT

1. Use a continuous flow mixing unit.
   - Capable of applying at least 15,000 square yards of material per day.
   - Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
   - Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
   - Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch

- Equipped with a retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.

2. Storage Tanks.
   - When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
   - Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

B. PREPARATION
1. Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (plus or minus 5 percent) and a ground speed of 300 to 400 feet per minute.
   - Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
   - Do not deviate from calibration settings without Engineer's knowledge.
2. Surface Repair: Patch any holes, raveled areas, and low areas with hot or warm mix asphalt. Severely raveled or porous pavements may require tack coat of SS or CSS grade. Asphalt concrete inlay may be required in rut deformations.
3. Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material. Do not flush water over cracks or apply pressurized water to cracked pavement. Clean the surface prior to installation.

C. PROTECTION
1. Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
   - All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
   - A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
   - A traffic control plan for each phase of the project shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction.
   - Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division.
2. Protect trees, plants, and other ground cover from damage.
3. Prune trees to allow equipment passage underneath. Repair tree damage at no additional cost to the City of Midland.
4. Install invert covers.
5. Mask off end of streets and intersection to provide straight lines:
   - Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.

- Mask-off Street Fixtures (manhole lids, valve caps, and concrete collars).

6. Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from spatter, mar, or overcoat.
7. Protect surface treatment materials from traffic until it has cured.

D. APPLICATION

1. Application Rate: Two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins. Machine settings must match the following application rates.
   - First application: 0.20 gallons per square yard minimum.
   - Second application: 0.16 gallons per square yard minimum.
2. Spreading. Keep constant delivery rate of material per square yard of surface.
   - Do not reduce application rate along edges or around manhole covers.
   - Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.
   - Make straight lines at all locations.
   - Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
     - Provide complete and uniform coverage.
     - Avoid unsightly appearance from hand work.
3. Joints:
   - Make transverse joints straight-cut butt type, not over-lap type.
   - Place longitudinal joints on lane lines.
   - Limit overlap to three (3) inches maximum.
   - Stop and correct paving operation if longitudinal or transverse joints have uncovered areas or unsightly appearance.
4. Lines:
   - Make straight lines along lip of gutters, shoulders, end of streets, and in street intersections. No runoff on these areas will be permitted.
   - Vary edge lines no more than one (1) inch per 100 feet.

E. After Application.

1. Leave no streaks caused by plugged nozzle or improper spray bar height.
2. Leave no holes, bare spots, or cracks.
3. Expose and clean Manholes, valve boxes, inlets and other service entrances and Street Fixtures.
4. Raise reflective tabs that were covered over.
5. Do not permit traffic on product until surface has cured.
6. Do not apply permanent pavement markings or striping material until the layout has been determined by the Engineer, and final application of surface treatment has been in place at least 10 days, or as permitted by the Engineer. Layout must be verified by the Engineer prior to application.

F. Repair. Repair and remove at no additional cost to City:

1. Remove delaminated or non-compliant product found after installation and apply

acceptable product.

2. Remove spatter, mar and overcoat from curb, gutter, sidewalk, guard rails, guide posts, etc.
3. Remove overcoat from street fixtures.
4. Make edge and end lines straight. Provide a good appearance.
5. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
6. Repair collateral damage caused by construction.

G. QUALITY CONTROL

Testing. If density tests (ASTM D2939) show non-compliance, remove the product and halt operations until new material arrives and is shown to be in compliance. Measure the total amounts of material installed, and verify it meets the application rate. Protect surface treatment material from traffic until it.

5. MEASUREMENT AND PAYMENT

A. Surface Seal. 1-2. The surface seal shall be paid for by the number of square yards of High Density Mineral Bond as measured in-place at the contract unit price; which price shall be full compensation for all surface cleaning, traffic and erosion control, material preparation and application as well as any labor, tools, equipment and incidentals necessary to complete the work.

B. Striping.

a. 3-4 Shall include all necessary labor and materials to tab and then place thermoplastic lane markings in accordance with TxDOT standard specifications for Item 666, Type l Marking Materials. Unit payment shall be linear foot for each designated marking pattern.

b. 5. Shall include all necessary labor and materials to place thermoplastic pavement markings in accordance with TxDOT standard specifications for Item 666, Type I Marking Materials. Unit payment shall be linear foot for each designated marking pattern.

c. 6-7. Shall include all necessary labor and materials to place pre-formed thermoplastic pavement markings in accordance with TxDOT standard specifications for Item 668, Permanent Prefabricated Pavement Markings. Unit measurement shall be for each short-line item placed.

END OF SECTION

To Whom It May Concern:

This letter is to confirm that HA5, an asphalt preservation product, is a sole source product manufactured, sold, and distributed exclusively under the direction of IPS.

To date, HA5 is the only product meeting the rigorous specification of a High Density Mineral Bond as specified in the "Manual of Standard Specifications 2012" Section 32 01 13.68 produced by the American Public Works Association.

Sincerely,

Mark Beatty, SVP
IPS (Integrated Pavement Solutions)
1545 E Commerce
St George, UT 84790

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. N/A

KNOW ALL MEN BY THESE PRESENTS, THAT Andale Construction, Inc.
3170 N. Ohio Street, Wichita, KS 67219

(hereinafter called the Principal), as Principal, and Old Republic Surety Company
P.O. Box 1635, Milwaukee, WI 53201-1635 (262) 797-2640

(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 Amount Bid DOLLARS

($ 5% of Amount Bid), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to FY2021 HA5 High Density Mineral Bond Surface Seal Project; Bid No. 21000395.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 28th day of October, 2020.

Andale Construction, Inc.
Principal

By _____

Address 3170 N. Ohio Street
Wichita, KS 67219

Old Republic Surety Company
Surety

By _____
Rebecca S. Leal, Attorney-in-Fact

Address P.O. Box 1635
Milwaukee, WI 53201-1635

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL LAURA M. BUHRMESTER, EVAN D. SIZEMORE, CHARISSA D. LECUYER, CHARLES R. TETER, III, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, KELLIE A. MEYER

of KANSAS CITY, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of March, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654

Signed and sealed at the City of Brookfield, WI this 28th day of October, 2020.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

PO Box 569480
Dallas, TX 75356-9480

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company 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.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

PO Box 569480
Dallas, TX 75356-9480

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection(@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NOTICE TO BIDDERS

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY) 10/7/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Company — 16535
INSURED 1401588 ANDALE CONSTRUCTION INC. 3170 N. OHIO WICHITA KS 67219	INSURER B : Navigators Insurance Company — 42307
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17047839 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO0183143-04	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-04	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CH20EXCZ068G9IV	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE PROD/COMP OPS	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	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	Y	WC0183142-04	10/1/2020	10/1/2021	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BID NO 21000395; THE CITY OF MIDLAND IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY WHERE REQRUIED BY CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND ALLOWED BY LAW. 30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER

17047839
CITY OF MIDLAND
PURCHASING DIVISION
300 N LORAINE
PO BOX 1152
MIDLAND TX 79702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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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:
2020-680059

Date Filed:
10/19/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Andale Construction Inc
Wichita, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Midland, TX

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.
21000395
FY2021 Installation of HA5 High Density Mineral Bond Surface Seal Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Peter J. Molitor - President, and my date of birth is 04/21/1978.

My address is P O Box 65 (street), Andale (city), KS (state), 67001 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Sedgwick County, State of Kansas, on the 19th day of October (month), 2020 (year).

Peter J. Molitor - President
Signature of authorized agent of contracting business entity
(Declarant)

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

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.

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.**

Andale Construction, Inc.

2 N/A **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.**

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? N/A

☐ 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? N/A

☐ Yes ☐ No

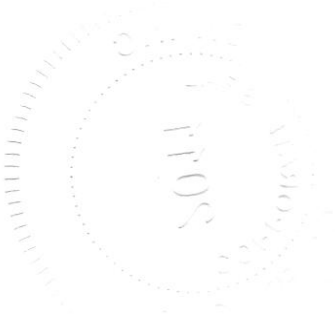
5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 N/A 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 Peter J. Molitor
Andale Construction, Inc.
Signature of vendor doing business with the governmental entity

10/26/2020
Date



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Andale Construction Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3170 N Ohio St

Requester's name and address (optional)

6 City, state, and ZIP code
Wichita KS 67219

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 5 - 3 2 7 4 0 0 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jackie Bracken Date ▶ 3-11-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF MIDLAND

ADDENDUM

BID # 21000395

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: October 28, 2020

The following changes have been made to the specifications.

Bid opening date has been extended to Friday, October 30, 2020 at 2 p.m.

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

All other terms and conditions shall remain the same.

Andale Construction, Inc.
Company Name

Bidder Authorized Signature

10/28/2020
Date

Peter J. Molitor - President
Please Print Above Name

316-832-0063
Phone

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), 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____, to furnish and deliver the following equipment:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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 copied at length herein, as well as the Principals 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 bidders, general and special conditions and other contract documents, including any addendums 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.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

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

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

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	

Work Zone Barricade
Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
Asphalt Distributer.....$ 14.87
Asphalt Paving Machine.....$ 13.40
Broom and Sweeper.....$ 11.21
Crane, Lattice Boom 80
Tons or Less.....$ 16.82
Crawler Tractor Operator....$ 13.96
Excavator, 50,000 lbs or
less.....$ 13.46
Front End Loader Operator,
Over 3 CY.....$ 12.77
Front End Loader, 3CY or
less.....$ 12.28
Loader/Backhoe.....$ 14.18
Mechanic.....$ 20.14
Milling Machine.....$ 15.54
Motor Grader, Rough.....$ 16.15
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42
Reclaimer/Pulverizer.....$ 12.85
Roller, Asphalt.....$ 10.95
Roller, Other.....$ 10.36
Scraper.....$ 10.61
Spreader Box.....$ 12.60

Servicer.....$ 13.98

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

TRUCK DRIVER
Lowboy-Float.....$ 14.46
Single Axle.....$ 12.74
Single or Tandem Axle Dump..$ 11.33
Tandem Axle Tractor with
Semi.....$ 12.49

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

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

City of Midland - Bid Tabulation

BID # 21000395 **HA5 High Density Mineral Bond Surface Seal Project** **OPENED** October 30, 2020			Andale Construction, Inc. 3170 N. Ohio St. Wichita, KS 67219 Peter Molitor (316) 832-0063	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	Mobilization, Job Site Safety, Erosion Protection and Traffic Control	$69,954.50	$69,954.50
2	635950	Clean, prepare and place surface seal in accordance with attached	$2.75	$1,748,862.50
	SY	Bid Item Notes and Specifications		
		Delivery:	Not stated	
			TOTALS:	$1,818,817.00

City Council Meeting

Item Number: 7

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $3,917,110.60; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Fiscal Year 2021 Mill and Inlay Project for the Transportation Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund for this contract.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Fiscal Year 2021 Mill and Inlay Project. Bid requests were issued to eighteen (18) contractors. We received three (3) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, Jones Bros. Dirt & Paving Contractors, Inc. Please see the attached memo from Gabe McClelland, Transportation Manager, for further information.

Therefore, please consider a resolution awarding the contract for the Fiscal Year 2021 Mill and Inlay Project to Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas for a cost of $3,917,110.60. Staff also recommends authorizing the Interim City Manager to execute change orders up to the contingency amount of $195,855.53. The total cost for this project should not

exceed $4,112,966.13.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Gabe McClelland, Transportation Manager

SUBJECT: Fiscal Year 2021 Mill and Inlay Project

Bid # 21000378**;** Resolution Authorizing Execution of a Contract

DATE: November 5, 2020

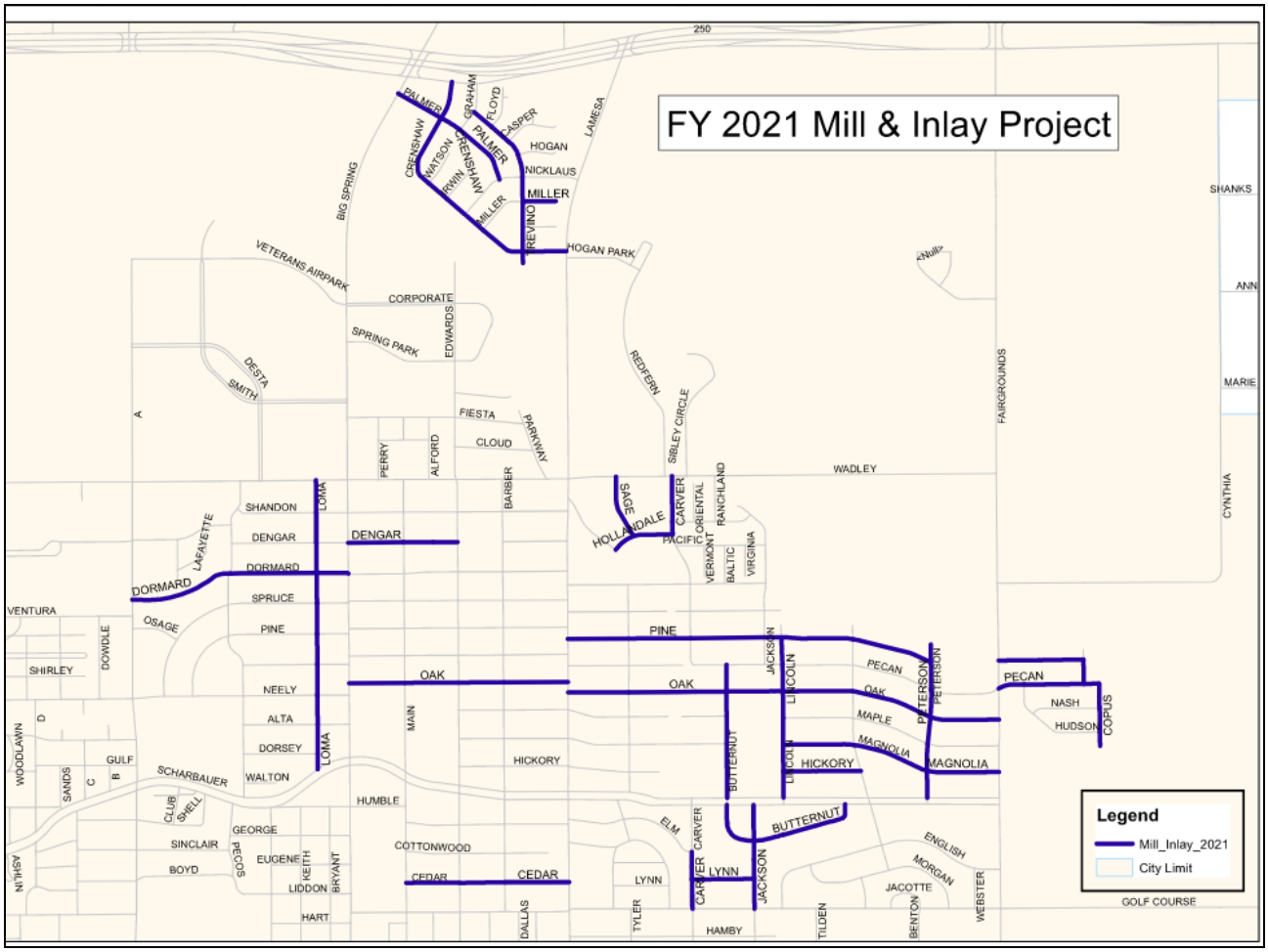
CC: Jose Ortiz, Director of Engineering Services

Mill and Inlay includes removing all the existing distressed asphalt and replacing it with new pavement. The existing asphalt is removed, stockpiled, and often reused by the City of Midland Transportation Division for street and alley maintenance, or it is blended and reused to make new hot mix asphalt. The FY 2021 Mill and Inlay Project includes streets generally located in east and northeast Midland, or Maintenance Area 3. Please see the map on page 2.

We have reviewed the bid tabulation for the FY 2021 Mill and Inlay Project. Jones Brothers Dirt and Paving Contractors, Inc. is the apparent low bidder and has a track record of successfully completing work in the City of Midland and the surrounding area. In addition, the unit prices appear to be in line with current pricing trends. Therefore, please consider a resolution authorizing the execution of a contract with Jones Brothers Dirt and Paving Contractors, Inc. for the FY 2021 Mill and Inlay Project in the amount of $3,917,110.60. In addition, the resolution will authorize the Interim City Manager to execute change orders that do not, in total, exceed a contingency amount of $195,855.53

Funding Source (001085 57005 – Infrastructure)

Total Contract Amount (Base Bid)	$3,917,110.60


FY 2021 Mill & Inlay Project
Legend
Mill_Inlay_2021
City Limit
250
PALMER
GRAHAM
FLOYD
CRENSHAW
WATSON
CRENSHAW
PALMER
CASPER
LAMESA
HOGAN
NICKLAUS
MILLER
IRWIN
MILLER
REVINO
HOGAN PARK
BIG SPRING
VETERANS AIRPARK
CORPORATE
SPRING PARK
EDWARDS
DESTA
SMITH
FIESTA
PARKWAY
CLOUD
PERRY
ALFORD
BARBER
REDFERN
SIBLEY CIRCLE
WADLEY
FAIRGROUNDS
SHANKS
ANN
MARIE
CYNTHIA
SAGE
HOLLANDALE
CARVER
ORIENTAL
RANCHLAND
PACIFIC
VERMONT
BALTIC
VIRGINIA
SHANDON
DENGAR
LOMA
DENGAR
LAFAYETTE
DORMARD
DORMARD
SPRUCE
PINE
VENTURA
OSAGE
DOWDLE
SHIRLEY
NEELY
OAK
ALTA
DORSEY
WALTON
LOMA
MAIN
HICKORY
HUMBLE
SCHARBAUER
GULF
CLUB
SHELL
WOODLAWN
SANDS
GEORGE
SINCLAIR
BOYD
EUGENE
KEITH
LIDDON
BRYANT
HART
COTTONWOOD
CEDAR
CEDAR
DALLAS
PINE
OAK
JACKSON
LINCOLN
BUTTERNUT
BUTTERNUT
LINCOLN
HICKORY
ELM
CARVER
CARVER
LYNN
LYNN
JACKSON
TYLER
HAMBY
TILDEN
PECAN
OAK
MAPLE
MAGNOLIA
MAGNOLIA
PETERSON
PETERSON
PECAN
NASH
HUDSON
CORPUS
ENGLISH
MORGAN
JACOTTE
BENTON
WEBSTER
GOLF COURSE

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $3,917,110.60; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2021 Mill and Inlay Project (the "Project"); and

WHEREAS, Bid No. 21000378 was opened on October 28, 2020, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas ("Contractor"), having submitted a bid of $3,917,110.60 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 $3,917,110.60; 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 Interim 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 Contractor for said Project at a total cost not to exceed $3,917,110.60, 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 Interim 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 five percent ($195,855.53).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $4,112,966.13 from funds available in the General 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 21000378 FY 2021 Mill/Inlay Project OPENED October 28, 2020			Jones Bros, Dirt & Paving Contractors Inc 1401 S Grandview Odessa, TX 79761 r.chitty@jonesdp.com 432-332-0721		Reece Albert Inc PO BOX 3238 Midland, TX 79701-3238 Mikeh@reecealbertinc.com 432-570-0481		RK Hall LLC 5020 SE Loop 286 Paris, TX 75460 paul.chevalier@priceconstruction.com 432-267-1691	
ITEM	QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	77,256.34	$77,256.34	178,095.76	$178,095.76	375,000.00	$375,000.00
2	626	Unclassified Excavation	9.41	$5,890.66	13.69	$8,569.94	8.00	$5,008.00
3	208730	Cold Milling Pavement (Nominal 2"-3")	2.93	$611,578.90	2.96	$617,840.80	3.20	$667,936.00
4	41746	Prime Coat	4.31	$179,925.26	4.44	$185,352.24	7.50	$313,095.00
5	34440	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	84.48	$2,909,491.20	116.84	$4,023,969.60	115.00	$3,960,600.00
6	626	6" Rock Base Repair (City Base)	10.7900	$6,754.54	63.2600	$39,600.76	57.0000	$35,682.00
7	6262	Full Depth Sawcut (Asphalt)	1.3500	$8,453.70	1.4200	$8,892.04	2.9000	$18,159.80
8	35	Adjust Manhole	1,380.0000	$48,300.00	1,714.0700	$59,992.45	2,300.0000	$80,500.00
9	151	Adjust Water Valve Box	460.0000	$69,460.00	1,243.7000	$187,798.70	200.0000	$30,200.00
		TOTAL PROPOSAL		$3,917,110.60		$5,310,112.29		$5,486,180.80

Bidding Summary:

18 **Bid requests were issued.**

3 **Bids listed above**

0 **NO BIDS were received.**

15 **Bidders did not respond.**

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 21000378 FY 2021 Mill/Inlay Project OPENED October 28, 2020			Jones Bros, Dirt & Paving Contractors Inc 1401 S Grandview Odessa, TX 79761 r.chitty@jonesdp.com 432-332-0721		Reece Albert Inc PO BOX 3238 Midland, TX 79701-3238 Mikeh@reecealbertinc.com 432-570-0481		RK Hall LLC 5020 SE Loop 286 Paris, TX 75460 paul.chevalier@priceconstruction.com 432-267-1691	
ITEM	QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	77,256.34	$77,256.34	178,095.76	$178,095.76	375,000.00	$375,000.00
2	626	Unclassified Excavation	9.41	$5,890.66	13.69	$8,569.94	8.00	$5,008.00
3	208730	Cold Milling Pavement (Nominal 2"-3")	2.93	$611,578.90	2.96	$617,840.80	3.20	$667,936.00
4	41746	Prime Coat	4.31	$179,925.26	4.44	$185,352.24	7.50	$313,095.00
5	34440	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	84.48	$2,909,491.20	116.84	$4,023,969.60	115.00	$3,960,600.00
6	626	6" Rock Base Repair (City Base)	10.7900	$6,754.54	63.2600	$39,600.76	57.0000	$35,682.00
7	6262	Full Depth Sawcut (Asphalt)	1.3500	$8,453.70	1.4200	$8,892.04	2.9000	$18,159.80
8	35	Adjust Manhole	1,380.0000	$48,300.00	1,714.0700	$59,992.45	2,300.0000	$80,500.00
9	151	Adjust Water Valve Box	460.0000	$69,460.00	1,243.7000	$187,798.70	200.0000	$30,200.00
		TOTAL PROPOSAL		$3,917,110.60		$5,310,112.29		$5,486,180.80

Bidding Summary:

18 **Bid requests were issued.**

3 **Bids listed above**

0 **NO BIDS were received.**

15 **Bidders did not respond.**

THE CITY OF MIDLAND

CONTRACT

Contract # 21000378

THIS CONTRACT, effective the 18 day of November , 2020, by and between the City of Midland, hereinafter referred to as "City", and Jones Brothers Dirt & Paving Contractors Inc., hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 3,917,110.60 DOLLARS

2. **Scope of Work:** Company shall perform all work described for the Fiscal Year 2021 Mill and Inlay Project in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean Jose Ortiz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

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

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

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

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

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

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

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

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

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

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 365 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 available in any fiscal period for contract payments due under the contract, then this contract

shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

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

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

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

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

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

18. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION,**

INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$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 claim 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 claim occurred basis (except workers' compensation).

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

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

21. **Assignment**: Company shall not, either directly or indirectly, assign all or any part of this Contract

or any interest, right or privilege herein, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" 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 the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

27. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without penalty to City. Company has no expectation and has received no guarantees that this Contract will not be

terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

32. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Contract and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim 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 Jones Brothers Dirt & Paving Contractors Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CITY OF MIDLAND

PURCHASING DIVISION DATE: 10/7/2020

BID REQUEST PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 21000378**

OPENING TIME: 2:00 PM **CLOSING DATE: 10/28/2020**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE Office of the City Secretary, Suite 330, Midland, TX UNTIL 2:00 P.M. 10/28/2020 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:

Various locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Labor, material, equipment, and supervision necessary for the FY2021 Mill/Inlay Project in accordance with the attached specifications and contract.	$3,917,110.60	
				TOTAL	$3,917,110.60

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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

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

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

COMPANY NAME: Jones Bros. Dirt & Paving Contractors, Inc.
ADDRESS 1401 S. Grandview
CITY Odessa ST Texas ZIP 79761
PHONE NO. 432-332-0721 FAX NO. 432-332-0724
EMAIL: r.chitty@jonesdp.com

CASH DISCOUNT: N/A % N/A DAYS

DELIVERY CAN BE MADE

AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

CITY OF MIDLAND

ADDENDUM

BID # 21000378

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: October 28, 2020

The following changes have been made to the specifications.

Bid opening date has been extended to Friday, October 30, 2020 at 2 p.m.

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

Date

Rex Chitty
Please Print Above Name

432 332 0721
Phone

CITY OF MIDLAND

ADDENDUM

BID # 21000378

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: October 26, 2020

Please see our answers to the questions below in blue and the attached revised Bid Schedule. Thank you!

1. Is RAP allowed to be utilized in the hot mix material?

   The City of Midland currently does not permit the use of RAP in HMAC surface courses.

2. Is liquid antistrip required in the hot mix even if aggregates do not exhibit stripping characteristics (including the Boil Test)?

   An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (1/2) of 1%. The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

   Please see the City of Midland's Standard Specifications for more detail at www.midlandtexas.gov/DocumentCenter/View/344/Standard-Specifications.

3. What is the proposed yield/depth for the Type D hot mix placement? The Bid Item is for a 2" Minimum Ty D Paving Surface. However, the Bid Quantity of 39,140 tons for the 208,730 SY appears to be 375 lbs/sy. That yield would be over 3 inches of mix.

   For Bid Item 5, the Bid Quantity of 39,140 tons has been reduced to 34,440 tons (See revised Bid Schedule attached and image below). The maximum allowable thickness for Ty. D HMAC is 3" compacted. The revised Bid Quantity for Ty. D HMAC is calculated at 330 lbs./sy.

5	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	TON	34,440	_____	_____

4. The Bid Quantities of milling, manhole adjustments, and water valve adjustments appear to be 5% higher than the SY, MH and WV on the 3 page spreadsheet. Are the extra quantities for variations in the field?

   The Bid Quantities for milling, manhole adjustments, and water valve adjustments are for variations in the field.

5. The Base Bid Prime Coat quantity appears to be 0.20 gal/sy for the 208,730 SY. Should we anticipate that all

milled area will expose base to be primed? If so, will these areas require blading also? How long of a cure is required on the emulsion prime prior to hot mix paving?

The Contractor should anticipate that milling will expose the underlying base, and the underlying base shall be primed prior to paving. When the underlying rock base is exposed after milling, the surface shall be finished to a smooth surface by blading, watering, and compacting. The prime should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F

6. If all of the milled areas will get prime coat, do we anticipate only tacking the longitudinal and transverse hot mix joints?

   All longitudinal and transverse hot mix joints shall receive tack. In addition, all curb and gutter and other concrete joints shall receive tack.

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

October 26, 2020
Date

Rex Chitty
Please Print Above Name

432-332-0721
Phone

BID SCHEDULE

FY2021-Mill & Inlay Project

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the FY 2021 Mill and Inlay Project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. The roadway sections to be paved are shown on the attached FY 2021 Mill and Inlay Project map and more fully described on the attached summary of said roadway sections.

The Bidder hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within ninety (90) calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

Base Bid – FY2021 Mill & Inlay Program

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$77,256.34	$77,256.34
2	Unclassified Excavation	SY	626	$9.41	$5,890.66
3	Cold Milling Pavement (Nominal 2" - 3")	SY	208,730	$2.93	$611,578.90
4	Prime Coat	GAL	41,746	$4.31	$179,925.26
5	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	TON	34,440	$84.48	$2,909,491.20
6	6" Rock Base Repair (City Base)	SY	626	$10.79	$6,754.54
7	Full Depth Sawcut (Asphalt)	LF	6,262	$1.35	$8,453.70
8	Adjust Manhole	EA	35	$1,380.00	$48,300.00
9	Adjust Water Valve Box	EA	151	$460.00	$69,460.00

TOTAL BASE BID: $3,917,110.60

X _____

Contractor

Date: October 26, 2020

CITY OF MIDLAND

ADDENDUM

BID # 21000378

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 22, 2020

Please see the attached document.

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

October 26, 2020
Date

Rex Chitty
Please Print Above Name

432-332-0721
Phone

MIDLAND
Purchasing Division

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2020

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	CONTACT NAME: Lorrie Scott
Frank Siddons Insurance Agency Fort Worth Inc. Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016	PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947 E-MAIL ADDRESS: lscott@fsifw.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jones Bros. Dirt & Paving Contractors, Inc. 1401 South Grandview Ave Odessa TX 79761-7144	INSURER A: Starr Indemnity & Liability Co.	38318
	INSURER B: Great American Ins. Companies	16691
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ALOB 20-21 **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	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			10000025606201	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] MCS 90			10000198569201	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
B	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Follow Form TUU033270311	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001185649	5/1/2020	5/1/2021	[X] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder on a primary and non-contributory basis only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Sample

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

Steven Siddons/TPAYNE

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INS025 (201005).01 The ACORD name and logo are registered marks of ACORD

NOTICE TO BIDDERS

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

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

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

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

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

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

MIDLAND
Purchasing Division

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

Mailing Address:

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

OR

Physical Address:

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

BID SCHEDULE

FY2021-Mill & Inlay Project

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the FY 2021 Mill and Inlay Project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. The roadway sections to be paved are shown on the attached FY 2021 Mill and Inlay Project map and more fully described on attached summary of said roadway sections.

The Bidder hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within ninety (90) calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

Base Bid – FY2021 Mill & Inlay Program

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	_____	_____
2	Unclassified Excavation	SY	626	_____	_____
3	Cold Milling Pavement (Nominal 2" - 3")	SY	208,730	_____	_____
4	Prime Coat	GAL	41,746	_____	_____
5	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	TON	39,140	_____	_____
6	6" Rock Base Repair (City Base)	SY	626	_____	_____
7	Full Depth Sawcut (Asphalt)	LF	6,262	_____	_____
8	Adjust Manhole	EA	35	_____	_____
9	Adjust Water Valve Box	EA	151	_____	_____

TOTAL BASE BID: _____

X _____

Contractor

Date: _____

Street	From	To	SY	Primary Width	MH	WV	Notes
Crenshaw Dr	Loop 250**	Palmer Dr*	1,933	37	0	3	
Crenshaw Dr	Palmer Dr	Watson Ct*	4,130	37	0	4	
Crenshaw Dr	Watson Ct	Irwin Ct*	1,290	37	0	2	
Crenshaw Dr	Irwin Ct	Nicklaus St*	1,299	37	0	3	
Crenshaw Dr	Nicklaus St	Miller Dr*	1,339	37	0	3	
Crenshaw Dr	Miller Dr	Trevino St*	2,544	37	0	3	
Crenshaw Dr	Trevino St	Lamesa St**	1,941	37	0	2	
Crenshaw Dr			**14,476**		0	**20**	
Palmer Dr	Big Spring St**	Crenshaw Dr	2,162	37	0	2	
Palmer Dr	Crenshaw Dr	Grahm Dr*	1,208	37	0	3	
Palmer Dr	Grahm Dr	Nicklaus St**	3,182	37	0	0	
Palmer Dr			**6,552**		**0**	**5**	
Trevino St	Grahm Dr**	Floyd Ct*	1,328	37	0	2	
Trevino St	Floyd Ct	Casper Ct*	1,263	37	0	2	
Trevino St	Casper Ct	Hogan Ct*	891	37	0	1	
Trevino St	Hogan Ct	Nicklaus St**	986	37	0	0	
Trevino St	Nicklaus St**	Miller Ct*	1,434	37	0	3	
Trevino St	Miller Ct	Player Ct*	2,003	37	0	3	
Trevino St	Player Ct	Crenshaw Dr	899	37	1	0	
Trevino St	Crenshaw Dr	alley	525	37	1	0	
Trevino St			**9,329**		**2**	**11**	
Miller Ct	Trevino St	cul-de-sac	**1,789**	33	**0**	**0**	
Dormard Ave	A Street**	Pecos St*	5,821	37	1	4	
Dormard Ave	Pecos St	Loma Dr*	4,494	37	0	3	
Dormard Ave	Loma Dr	Big Spring St**	1,168	33	1	0	
Dormard Ave			**11,483**		**2**	**7**	
Loma Dr	Wadley Ave**	Shandon Ave*	1,574	33	0	4	
Loma Dr	Shandon Ave	Dengar Ave (N)*	1,036	33	0	3	
Loma Dr	Dengar Ave (N)	Dormard Ave	2,267	33	0	0	
Loma Dr	Dormard Ave	Spruce Ave*	2,020	33	2	1	
Loma Dr	Spruce Ave	Pine Ave*	1,563	33	1	3	
Loma Dr	Pine Ave	Pecan Ave*	1,517	33	2	3	
Loma Dr	Pecan Ave	Neely Ave**	1,261	33	1	0	
Loma Dr	Neely Ave**	Alta St*	1,557	33	1	2	
Loma Dr	Alta St	Dorsey St*	1,420	33	2	2	
Loma Dr	Dorsey St	Sharbauer Dr**	598	33	0	1	
Loma Dr			**14,813**		**9**	**19**	
Dengar Ave	Big Spring St**	Main St**	2,350	33	0	1	
Dengar Ave	Main St**	Edwards St**	2,377	33	0	2	

Dengar Ave			**4,727**		**0**	**3**	
Oak Ave	Big Spring St**	Main St**	2,377	33	0	0	
Oak Ave	Main St**	Edwards St*	2,635	33	0	1 (+1*)	* If present, abandoned WV to remain burried
Oak Ave	Edwards St	Barber St*	2,183	33	0	0	
Oak Ave	Barber St	Lamesa Rd	2,593	33	0	0*	* If present, abandoned WV to remain burried
Oak Ave	Lamesa Rd	Tyler St*	2,849	33	0	3	
Oak Ave	Tyler St	Butternut Ln*	4,592	33	0*	2	*If present, abandoned MH to remain burried
Oak Ave	Butternut Ln	Lincoln St*	3,009	37	0	2	
Oak Ave	Lincoln St	Benton St*	3,739	37	0	1	
Oak Ave	Benton St	Petterson St*	4,375	37	0	1	
Oak Ave	Petterson St	Fairgrounds Rd	3,178	37	0	1	
Oak Ave			**31,530**		**0**	**11**	
Hollandale	Parkway Dr*	Sage St*	1,669	37	2	2	
Hollandale	Sage St	Carver**	1,834	37	1	0	
Hollandale			**3,503**		**3**	**2**	
Sage St	Wadley Ave**	Hollandale	**2,833**	33	**2**	**3**	
Carver St	Wadley Ave**	Hollandale*	3,207	37	3	5	
Carver St	N of Elm Ave*	Lynn Ave*	2,150	33	2	8	
Carver St	Lynn Ave	Golf Course Rd	1,100	33	0	0	
Carver St			**6,457**		**5**	**13**	
Pine Ave	Lamesa Rd	Tyler St*	2,791	33	0	1	
Pine Ave	Tyler St	Carver St*	2,834	33	0	2	
Pine Ave	Carver St	Lincoln St*	4,672	35*	1	4	Carver-Boardwalk=33' Boardwalk-Lincoln=37'
Pine Ave	Lincoln St	Benton St*	3,970	37	0	1	
Pine Ave	Benton St	Petterson St**	3,865	37	0	0	
Pine Ave	Fairgrounds Rd	Copus St**	4,090	37	0	0	
Pine Ave			**22,222**		**1**	**8**	
Butternut Ln	Pecan Ave**	Oak Ave*	1,494	33	0	0	
Butternut Ln	Oak Ave	Maple Ave*	1,341	37	0	1	
Butternut Ln	Maple Ave	Magnolia Ave*	1,473	37	1	1	
Butternut Ln	Magnolia Ave	Scharbauer Dr**	2,513	37	0	1	
Butternut Ln	Scharbauer Dr	Jackson St*	2,581	33	0	2	
Butternut Ln	Jackson St	Scharbauer Dr	4,682	33	0	0	
Butternut Ln			**14,084**		**1**	**5**	
Jackson St	Scharbauer Dr	Butternut Ln**	1,356	33	1	0	
Jackson St	Butternut Ln**	Lynn Ave*	1,850	33	3	2	
Jackson St	Lynn Ave	Golf Course Rd	1,088	33	0	0	
Jackson St			**4,294**		**4**	**2**	

Lynn Ave	Carver St**	Jackson St**	**2,753**	33	**0**	**1**	
Magnolia Ave	Lincoln St**	Benton St**	3,100	33	0	1	
Magnolia Ave	Benton St**	Peterson St**	3,836	37	0	0	
Magnolia Ave	Peterson St**	Fairgrounds Rd	3,418	37	0	1	
Magnolia Ave			**10,354**		**0**	**2**	
Hickory Ave	Lincoln St**	Benton St**	**3,464**	33	**0**	**2**	
Lincoln St	alley	Pine Ave	470	37	0	0	
Lincoln St	Pine Ave**	Pecan Ave*	1,606	37	0	5	
Lincoln St	Pecan Ave	Oak Ave*	1,558	37	0	0	
Lincoln St	Oak Ave	Maple Ave*	1,484	37	0	2	
Lincoln St	Maple Ave	Magnolia Ave*	1,470	37	0	0	
Lincoln St	Magnolia Ave	Hickory Ave*	1,432	37	0	0	
Lincoln St	Hickory Ave	Scharbauer Dr	1,073	37	0	0	
Lincoln St			**9,093**		**0**	**7**	
Peterson St	alley	Pine Ave	402	37	0	0	
Peterson St	Pine Ave*	Pecan Ave*	2,086	37	0	2	
Peterson St	Pecan Ave	Oak Ave	1,349	37	0	0	
Peterson St	Oak Ave	Maple Ave*	1,594	37	0	1	
Peterson St	Maple Ave	Magnolia Ave*	1,668	37	0	1	
Peterson St	Magnolia Ave	Scharbauer Dr	1,120	37	0	0	
Peterson St			**8,219**		**0**	**4**	
Copus St	Pine Ave*	Pecan Ave**	1,133	33	0	0	
Copus St	Pecan Ave**	Nash Ave*	1,267	33	0	3	
Copus St	Nash Ave	Hudson Ave*	1,164	33	1	4	
Copus St	Hudson Ave	alley	512	33	1	0	
Copus St			**4,076**		**2**	**7**	
Pecan Ave	Fairgrounds Rd	Copus St*	**5,205**	37	**0**	**5**	
Cedar Ave	Main St**	Edwards St*	2,680	33	0	4	
Cedar Ave	Edwards St	Barber St*	2,203	33	0	3	
Cedar Ave	Barber St	Lamesa Rd	2,650	33	0	0	
Cedar Ave			**7,533**		**0**	**7**	
TOTAL			**198,789**		**31**	**144**	

*Measurement includes intersection



**Measeure to curbline



FY 2021 Mill and Inlay Project

Special Provisions

1. General

Work shall include milling the existing asphaltic pavement to a nominal depth of between 2 - 3 inches depth, blading and/or cleaning the underlying surface, spraying a tack-coat, repaving the roadway with 2 inches minimum of Ty. D HMAC, applying new reflectorized pavement markings, and the work zone traffic control necessary to complete all phases of the project. Work shall also include the adjustment of water valve covers and manhole lids to the surface elevation and installing concrete collars. All work shall be completed according to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted. The streets to be paved are shown on the attached FY 2021 Mill and Inlay Project map.

The Contractor shall 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. Project shall start on **March 1, 2021**. Therefore, the date of completion of all work is **May 29, 2021**.

Testing—it is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing shall be borne solely by the Contractor. The cost of testing rework resulting from a failed test will also be borne by the Contractor. Contractor's cooperation will be required for material sampling by the City's material testing consultant.

Contractor shall share all testing results with the Project Manager (Rick Brown: rbrown@midlandtexas.gov).

Required Testing and Proof of Reporting Will Include:

BASE—all base surfaces shall be proof rolled in accordance with City of Midland standards with a City employee present at all times. All areas identified as failing during proof rolling shall be repaired in a method approved by the Project Manager. Examples of areas that may need repair are: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced.

Asphalt Hot-Mix—a Nuclear Gage Density Test will be required for every 250 linear feet of asphalt pass. The acceptable field density range for construction of this project shall be 93% - 98% with a target density of 96.5%. Test results shall be given to the Project Manager upon completion of each test.

Qualification of Material Sources—tack coat, material used for underseal, hot mix asphalt concrete, and any reinforced concrete material used for the project shall conform to The City of Midland's Standard Specifications, unless otherwise noted. In addition, producers of hot mix asphalt concrete are to have a proven record of acceptance by the Texas Department of Transportation.

OSHA requirements and all other applicable federal, state, or City of Midland safety requirements are to be followed and complied with at all times.

Any issues, conflicts, or discrepancies encountered in the field that conflict with the planned progress of the project are to be brought to the attention of the Project Manager prior to making any changes in the field.

The contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

Notifications

Contractor shall provide and distribute notice to all impacted residents and property owners at least three (3) days prior to beginning work.

- Contractor shall indicate dates for milling operations and then paving operations; if necessary include a map showing closed-off areas.
- Provide the name of the company and the phone number of a person of authority on site who represents the CONTRACTOR who can be reached at any time during the work.
- Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
- Should work not occur on a specified day after the notices have been distributed, the contractor shall issue an updated notice.
- A copy of the notice shall be submitted to the Transportation Division prior to the beginning of the project for approval.
- If the City of Midland supplies the Contractor with notices, the Contractor shall distribute the City supplied notices instead of their own three (3) days prior to beginning work.

2. Construction Methods

Construction Schedule—it shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the mill and Inlay project.

The phasing plan shall be submitted within 14 days after the notice of award and shall be approved by the City of Midland Transportation Division before the notice to proceed will be executed. The phasing plan shall meet the following requirements:

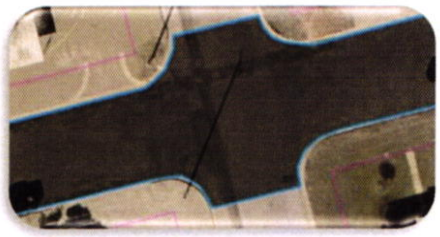
1. The proposed sequence of work shall be divided into distinct phases. The number and order of the phases shall be at the discretion of the Contractor;

2. Each phase must be planned in such a manner that all work contemplated for a particular phase will be completed within 21 calendar days. Completion of a phase shall include necessary milling, reshaping, compacting, base repair, applying tack coat, HMAC overlay, backfill, fine grading and cleanup;

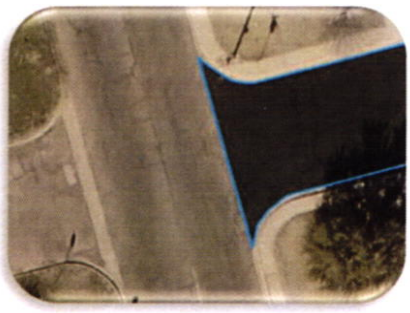
3. No phase shall be started until the previous phase is complete, unless approved by the City of Midland Engineering Department.

4. Notification of intent to start a new phase must be requested by the Contractor and approved by the City of Midland Engineering Department prior to beginning work.

Intersections—except where concrete valley gutters are in place (or unless otherwise specified), paving at all intersecting streets will be through the end of radius (ER).



City and TXDot/County Street Intersections—Contractor shall pave to the curb line of any intersecting state or county roads (unless otherwise specified).



Traffic Control—proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless

otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets. If the milled area is opened to traffic, it will be the contractor's responsibility to provide and place temporary flexible-reflective road marker tabs designating lane lines.

The contractor shall place ramps, as directed by City staff, to provide for a smooth transition from existing pavement to the milled surface.

Residential streets and minor collectors may be closed when workers are present; however, access to properties adjacent to the work zone shall be maintained at all times. No more than two consecutive adjacent roadways shall be closed during the Mill and Inlay Project. Streets receiving Mill and Inlay shall be opened to local traffic when workers are not present.

For the entire Mill/Inlay project, the maximum length under construction at any time shall not exceed one mile, or the distance between two arterials.

A traffic control plan for each phase of the mill and Inlay project shall be submitted to the City of Midland's Transportation Division (Rick Brown: rbrown@midlandtexas.gov) no less than 48 hours prior to the beginning of construction. It will then be sent to Midland's Traffic Operations Division for final approval before any construction can commence.

If the contractor elects to remove the cast iron features at water valves and sewer manholes prior to the removal of pavement, two-way traffic shall be maintained, and all holes shall be filled with material suitable for vehicular traffic. The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Inlay phase. Construction cannot begin without a traffic control plan approved by the City of Midland's Transportation and Traffic Operations Divisions.

Stop equipment for traffic when crossing any traffic lanes. Lane closures in accordance with TMUTCD shall be used at arterial roadways adjacent to streets receiving Mill and Inlay when needed.

Place orange fencing around sidewalk, wheelchair ramps, and other pedestrian areas that pose a hazard to pedestrian traffic.

Existing Infrastructure—all existing manholes and valves shall be adjusted to finished roadway elevation, matching the finished cross-slope including concrete collars as per standard details.

It shall be the responsibility of the contractor to protect cast iron features, not planned for replacement, from damage which may occur during construction. The contractor shall replace or repair, as directed by the Project Manager, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged items.

Two-way traffic shall be maintained while adjustments are being made to cast iron features. All holes resulting from the initial lowering of manholes and valves shall be filled with material suitable for vehicular traffic. **The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Inlay phase.**

Replacement of cast iron ring & cover and valve boxes shall be accomplished by removing all necessary concrete/asphalt and salvaging the existing R&C or valve box (prior to the milling operation). Upon completion of the removal, the affected areas shall be plated and prepared for asphalt placement. Once the asphalt surface course has been completed, the asphalt shall 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 manholes shall be at least 4'x4' in a diamond shape (a square turned 45 degrees to the flow of traffic). Concrete around valve boxes shall be at least 2'x2'.

Milling and Cleaning of Existing Pavement—mill designated area to a depth of 2" – 3" using a self-propelled asphalt planer. 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 hauled away. Removal of pavement millings shall be the responsibility of the Contractor. This work shall be incidental to the work.

Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas 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. All areas identified as failing during proof – rolling shall be repaired prior to paving.

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.

When the milled surface is opened to traffic a "wedge" of material shall be placed longitudinally between lanes, at intersections, and at driveways. The "wedge" shall be removed and properly disposed of prior to paving operations. Material will be approved by the Project Manager. This work will not be paid for directly but is subsidiary to various bid items. At transverse edges of milled areas, provide a smooth transition from the milled surface to the existing pavement.

Tack Coat—uniformly spray tack coat using 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.

Tack coat will be subsidiary to hot-mix paving items.

Prime Coat—prime coat shall be placed as per City Standard Specifications on top of all prepared base course surfaces. Prime coat shall be measured by the gallon **before** dilution. Water will not be included in the measurement for payment.

Paving with Hot Mix Asphaltic Concrete—install a 2 inch minimum Ty. D hot mix asphaltic concrete surface course according to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

Before paving, the existing surface shall be saw cut at least 6 inches beyond all sides of the milled area, or the limits of broken or undermined pavement. Square off edges of the surface pavement to a 90 degree angle to the underlying surface. Offset the joint in the surface course from the lane lines by 6 inches. When constructing a joint between lanes of opposing traffic, offset the joint by 6 inches into either lane.

At crowned roadway sections, the proposed pavement elevation shall be flush with the existing curb to allow for positive drainage to the curb flowline. At inverted roadway sections, the proposed pavement elevation shall also be flush with the existing curb to allow for positive drainage.

After paving, the contractor shall place temporary flexible-reflective road marker tabs designating lane lines.

Joints—all longitudinal pavement joints shall be offset from any traffic wheel paths. Transverse pavement joints shall only be permitted at intersections.

Contractor shall seal all concrete and pavement joints with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 seal and, an American Society for Testing and Materials (ASTM) D 1190 hot-applied single component joint sealant, or a City of Midland approved equal. This does not include pedestrian access ramps or sidewalks.

If applicable, Contractor shall use and place approved expansion joint material between the existing curb and any proposed new curb.

Reflectorized Pavement Markings—if required to remove existing pavement markings and markers, Contractor is to repair excessive damage to the pavement with an approved material at the Contactor's expense. When required, removed pavement markers will be disposed of properly. The Contractor shall be responsible for the maintenance of temporary marker tabs while applied. The Contractor shall also be responsible for the removal and proper disposal of temporary marker tabs from the project in coordination with the placement of new permanent markings.

Non-removable work zone pavement markings will be paint in accordance with Item 666, Type II, or other approved materials of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Apply thermoplastic Type I reflectorized pavement markings for long-line markings in accordance with Item 666 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. Short-line and symbol markings shall be thermoplastic in accordance with item 666, Type I, or Item 668 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Thermoplastic pavement markings shall be placed no sooner than 30 days, and no later than 90 days, after hot mix asphaltic concrete is installed. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement markings are installed, and shall remove all tabs with installation of permanent markings.

Final Cleanup—Contractor shall 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, and the removal of construction material and debris.

After construction, restore adjacent surfaces to a condition approved by the Project Manager. This work is subsidiary to mobilization.

3. Additional Notes

The intent of the Mill and Overlay Project at all adjacent street and intersections includes surface improvements and drainage improvements. The contractor shall ensure positive surface drainage in the mill and inlay areas with special attention to surface drainage within all intersections. At the intersections, do not simply repeat the longitudinal slope.

Contractor should provide and place erosion control protection at gutter locations at the limits of the work zone, including applicable intersections adjacent to the work zone. Erosion control protection shall also be placed at storm drain inlets in the work zone. All BMPs shall be installed in accordance with industry standards and regulations.

If concrete is used as a part of this contract, the Contractor shall have an approved concrete washout location within the work zone.

4. Pay Item Notes

1. Shall include all necessary equipment, labor and materials to provide jobsite safety, erosion protection, and construction signing / traffic control in accordance with TMUTCD standards. Unit payment shall be lump sum.

2. Shall include the necessary equipment, labor and materials to remove areas as noted by the City Representative. All areas noted for removal shall be excavated prior to the milling operation. Additional areas may be noted by the City representative after the milling operation. All excavation shall be a nominal depth of 10" (HMAC + Base Rock).

3. Shall include the equipment, labor and materials to mill the existing pavement. Nominal milling depth of 2" - 3"

    - Street width may vary ± in the field. Payment for this item will be based upon the standard street width provided in these bid documents.

- Exceptions: variations at intersections, turn lanes, bulbs, cul-de-sacs, etc.

4. Shall include the necessary equipment, labor and material to apply the prime or tack coat as directed by the City representative. Application rate not to exceed 0.20 gal/sy for prime coat and 0.05 gal/sy for tack coat. Prime coat will be measured by the gallon before dilution. Water used in the dilution of the emulsified asphalt will not be measured for payment.

5. Shall include the necessary equipment, labor and material to install the asphalt overlay on streets that have been milled. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of a City representative.

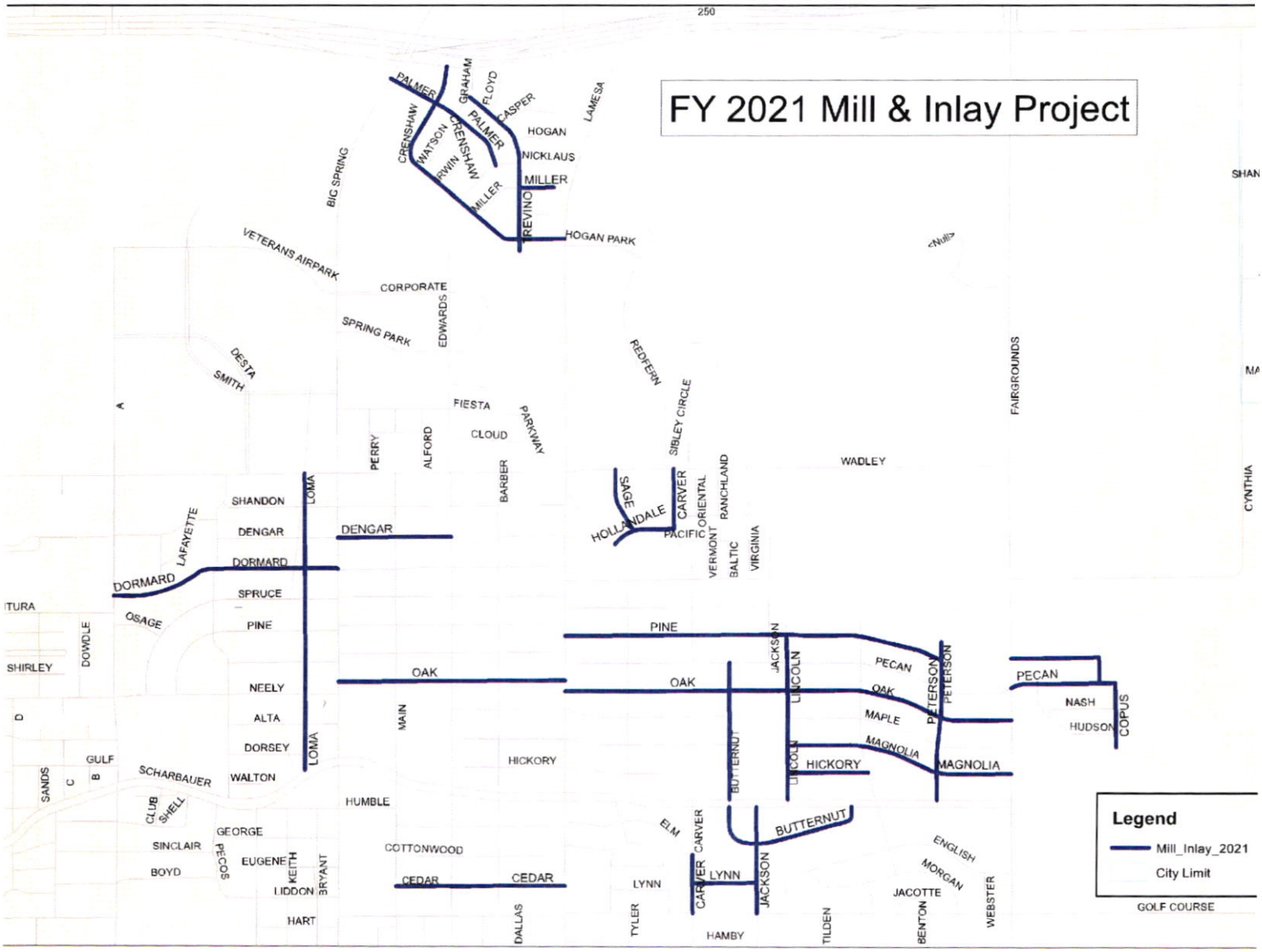
6. Shall include the necessary equipment, labor and materials to remove and replace areas noted by the City representative with base rock. Examples of areas that may need repair are: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced. In areas of full-depth removal, prime will be required. AE-P and CSS-1H are both acceptable. Unit payment shall be square yards.

7. Shall include the necessary equipment, labor and material to saw cut asphalt to full depth for removal and replacement in pay items 2 & 6. Unit payment shall be linear foot. All other saw cuts are subsidiary to Item # 5.

8-9. Shall include the necessary equipment, labor and material to provide traffic control, remove, salvage and install new or existing cast iron features (cast iron ring & cover and valve box) including concrete collars. All features visible from the surface or noted by City representative shall be removed and prepared for replacement.

The City, at its discretion, may provide new manhole rings and lids and/or valve boxes at certain locations that it deems necessary. Contractor shall reinstall original feature or City provided feature.

All franchise utility features shall be replaced using the removed material unless new material is provided by the utility.


FY 2021 Mill & Inlay Project
250
PALMER
GRAHAM
FLOYD
CASPER
LAMESA
CRENSHAW
WATSON
CRENSHAW
PALMER
HOGAN
NICKLAUS
MILLER
IRVIN
MILLER
TREVINO
HOGAN PARK
BIG SPRING
VETERANS AIRPARK
CORPORATE
SPRING PARK
EDWARDS
DESTA
SMITH
FIESTA
CLOUD
PARKWAY
PERRY
ALFORD
BARBER
REDFERN
SIBLEY CIRCLE
SAGE
HOLLANDALE
CARVER
PACIFIC
ORIENTAL
VERMONT
RANCHLAND
BALTIC
VIRGINIA
WADLEY
FAIRGROUNDS
SHANDON
DENGAR
DENGAR
LOMA
LAFAYETTE
DORMARD
DORMARD
SPRUCE
PINE
OSAGE
ITURA
SHIRLEY
DOWDLE
NEELY
ALTA
DORSEY
WALTON
SCHARBAUER
GULF
SHELL
CLUB
SANDS
GEORGE
SINCLAIR
BOYD
EUGENE
PECOS
KEITH
BRYANT
LIDDON
HART
HUMBLE
MAIN
OAK
HICKORY
COTTONWOOD
CEDAR
CEDAR
DALLAS
PINE
OAK
JACKSON
LINCOLN
BUTTERNUT
ELM
CARVER
LYNN
LYNN
JACKSON
TYLER
HAMBY
TILDEN
PECAN
OAK
MAPLE
MAGNOLIA
HICKORY
MAGNOLIA
PETERSON
PETERSON
PECAN
NASH
HUDSON
COPUS
ENGLISH
MORGAN
JACOTTE
BENTON
WEBSTER
CYNTHIA
Legend
Mill_Inlay_2021
City Limit
GOLF COURSE

THE CITY OF MIDLAND

CONTRACT

21000378

THIS CONTRACT, effective the _____ day of _____, 20__, by and between the City of Midland, hereinafter referred to as "City", and _____, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ _____ DOLLARS

2. **Scope of Work:** Company shall perform all work described for FY2021 Mill/Inlay Project of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean Jose Ortiz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **The 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.

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

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** The Contractor shall 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. Project shall start on March 1, 2021. Therefore, the date of completion of all work is May 29, 2021.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract

shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

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

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

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

16. **Payment; Retainage.** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

16.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages.** It is hereby understood and mutually agreed, by and between Company and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof

within the time specified. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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

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

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

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

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

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

17.4. Provided, further, that Company shall, within ten (10) days from the beginning of such

delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

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

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

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

19. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION,**

INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence

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

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

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

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

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

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

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

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

22. **Assignment**: Company shall not, either directly or indirectly, assign all or any part of this Contract

or any interest, right or privilege herein, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

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

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

25. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" 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 the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

28. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without penalty to City. Company has no expectation and has received no guarantees that this Contract will not be

terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and 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.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By:

_____

Robert Patrick, Interim City Manager

ATTEST

_____

Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

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

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

_____

Notary Public, State of Texas

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT Jones Bros. Dirt & Paving Contractors, Inc.

(hereinafter called the Principal), as Principal, and National Fire Insurance Company of Hartford

(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 Greatest Amount Bid DOLLARS

($ 5%GAB), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to FY2021 Mill/Inlay 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 AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 20th day of October, 2020.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By _____

Address 1401 S. Grandview Ave.
Odessa, TX 79761

National Fire Insurance Company of Hartford
Surety

By Debra Wortham
Debra Wortham Attorney-in-Fact

Address 151 North Franklin, 17th Floor
Chicago, IL 60606

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

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

Kathy J Churchill, Rebecca Dickerson, Debra Wortham, Individually

of Midland, 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 10th day of January, 2020.

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 10th day of January, 2020, 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.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — 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, 2020.

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."

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____

of the City of_____ County of_____,

and State of_____ as Principal, and _____

_____ (hereinafter

called the Surety(s)), as Surety(s), 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____, to _____

_____,

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, 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.

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

PROVIDED further that this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 this contract, assignment thereof, or to the work to be performed thereunder.

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

_____	_____
Principal	Surety
By_____	By_____
Address_____	Address_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), 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____, to furnish and deliver the following equipment:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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 copied at length herein, as well as the Principals 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 bidders, general and special conditions and other contract documents, including any addendums 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.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

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

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

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	

Work Zone Barricade
Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
Asphalt Distributer.....$ 14.87
Asphalt Paving Machine.....$ 13.40
Broom and Sweeper.....$ 11.21
Crane, Lattice Boom 80
Tons or Less.....$ 16.82
Crawler Tractor Operator....$ 13.96
Excavator, 50,000 lbs or
less.....$ 13.46
Front End Loader Operator,
Over 3 CY.....$ 12.77
Front End Loader, 3CY or
less.....$ 12.28
Loader/Backhoe.....$ 14.18
Mechanic.....$ 20.14
Milling Machine.....$ 15.54
Motor Grader, Rough.....$ 16.15
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42
Reclaimer/Pulverizer.....$ 12.85
Roller, Asphalt.....$ 10.95
Roller, Other.....$ 10.36
Scraper.....$ 10.61
Spreader Box.....$ 12.60

Servicer.....$ 13.98

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

TRUCK DRIVER
Lowboy-Float.....$ 14.46
Single Axle.....$ 12.74
Single or Tandem Axle Dump..$ 11.33
Tandem Axle Tractor with
Semi.....$ 12.49

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

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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

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.**

Jones Bros. Dirt & Paving Contractors, Inc.

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

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

_____

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

October 26, 2020

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

This form is available in a Word Form fill in document. If desired please contact the Purchasing office for a copy by e-mail

No-Bid
Response
For
Request #: 21000378

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

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

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

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

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

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

EXHIBIT D – BUILDING WAGE RATES rev 09-14-18

General Decision Number: TX180311 09/14/2018 TX311

Superseded General Decision Number: TX20170311

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 $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	09/14/2018

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(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	$ 27.50	10.60

* IRON0084-011 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.77	7.12

PLUM0404-001 07/01/2016

	Rates	Fringes
PLUMBER	$ 25.91	9.40

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 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

City Council Meeting

Item Number: 8

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE THOMASON DRIVE MILL AND INLAY PAVING PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $4,966,334.08; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Thomason Mill and Inlay Paving Project for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

An amount of $5,512,968 is hereby appropriated in Fund 120 for this project.

Discussion:

The Interim City Manager approved plans and specifications and authorized advertisement for bids for the Thomason Mill and Inlay Paving Project. Bid requests were issued to twenty (20) vendors and we received three (3) bids. Staff recommends awarding the contract to Jones Bros. Dirt & Paving Contractors, Inc. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to Jones Bros. Dirt & Paving Contractors, Inc., of Midland, Texas for the Thomason Mill and Inlay Paving Project in the amount of $4,966,334.08. Staff is also requesting an additional $496,633.41 in contingences plus $50,000.00 for project related costs for a project total of $5,512,967.49.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

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

SUBJECT: Thomason Mill And Inlay Paving Project ♦ Engr. Project No. BPU18-04 ♦ Bid Tabulation ♦ Funding #_____

DATE: November 05, 2020

Erika,

Engineer staff has reviewed the bid tabulation for the Thomason Mill And Inlay Paving Project, a paving bond project. Jones Bros. Dirt & Paving Contractors, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Thomason Mill And Inlay Paving Project to Jones Bros. Dirt & Paving Contractors, Inc.

Jones Bros. Dirt & Paving Contractors, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Thomason Mill And Inlay 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 **$4,966,334.08** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$496,633.41** 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 **$5,512,967.49**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Matt C. Carr, P.E.
City Engineer

Cc: Jose Ortiz
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE THOMASON DRIVE MILL AND INLAY PAVING PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $4,966,334.08; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Thomason Drive Mill and Inlay Paving Project (the "Project"); and

WHEREAS, Bid No. 21000610 was opened on November 4, 2020, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas ("Contractor"), having submitted a bid of $4,966,334.08 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 $4,966,334.08; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed $4,966,334.08, 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 Interim 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 ($496,633.41).

SECTION THREE. That the sum of $5,512,967.49 is hereby appropriated in Fund 120 for this 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 $5,462,967.49 from funds appropriated herein upon receipt of proper 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim 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

BPU18-04 THOMASON MILL AND INLAY PAVING PROJECT

City of Midland - Engineering Services; November 5, 2020

BID TAB					Jones Bros.			Reece Albert			JD King		
Bid Item	Pay Note	Description	Quantity	Units	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total
Miscellaneous Items													
1	M1	Mobilization	6	MO	$ 31,551.00	$ 189,300.00	$ 189,306.00	$ 63,325.02	$ 379,950.12	$ 379,950.12	$ 47,658.99	$ 285,953.94	$ 285,953.94
2	M2	Bollard	4	EA	$ 550.00	$ 2,200.00	$ 2,200.00	$ 258.50	$ 1,034.00	$ 1,034.00	$ 1,035.55	$ 4,142.20	$ 4,142.20
3	M3	4" Irrigation Pipe Conduit (C-900 PVC)	160	LF	$ 11.00	$ 1,760.00	$ 1,760.00	$ 227.00	$ 36,320.00	$ 36,320.00	$ 105.12	$ 16,819.20	$ 16,819.20
4	M4	12"x2" Tapping Saddle	1	EA	$ 522.50	$ 522.50	$ 522.50	$ 1,078.00	$ 1,078.00	$ 1,078.00	$ 3,822.66	$ 3,822.66	$ 3,822.66
5	M5	2" Water Service Connection	1	EA	$ 3,025.00	$ 3,025.00	$ 3,025.00	$ 4,950.00	$ 4,950.00	$ 4,950.00	$ 3,644.04	$ 3,644.04	$ 3,644.04
6	M6	2" Water Service Lateral	10	LF	$ 88.00	$ 88.00	$ 880.00	$ 27.50	$ 275.00	$ 275.00	$ 39.30	$ 393.00	$ 393.00
7	M7	Water Meter Installation (New Service Lateral)	1	EA	$ 742.50	$ 742.50	$ 742.50	$ 605.00	$ 605.00	$ 605.00	$ 1,429.04	$ 1,429.04	$ 1,429.04
8	M8	Weed Barrier Fabric & 4" Decomposed Granite Backfill	750	SY	$ 22.00	$ 16,500.00	$ 16,500.00	$ 25.75	$ 19,312.50	$ 19,312.50	$ 61.45	$ 46,087.50	$ 46,087.50
9	M9	Erosion/Sediment Control	6	MO	$ 1,925.00	$ 11,550.00	$ 11,550.00	$ 10,445.00	$ 62,670.00	$ 62,670.00	$ 14,501.55	$ 87,009.30	$ 87,009.30
10	M10	Traffic Control	6	MO	$ 16,725.00	$ 100,350.00	$ 100,350.00	$ 22,100.00	$ 132,600.00	$ 132,600.00	$ 7,954.96	$ 47,729.76	$ 47,729.76
11	M11	Job Site Safety	6	MO	$ 1,750.00	$ 10,500.00	$ 10,500.00	$ 1,645.00	$ 9,870.00	$ 9,870.00	$ 4,571.00	$ 27,426.00	$ 27,426.00
12	M12	Material Mark-up	N/A	%	20.00%	20.00%	20.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
13	M13	Labor Mark-up	N/A	%	45.00%	45.00%	45.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
14	M14	Equipment Rental Mark-up	N/A	%	20.00%	20.00%	20.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
Demolition Items													
1	D1	Unclassified Roadway Excavation (Depth≤ 12")	18000	SY	$ 6.00	$ 108,000.00	$ 108,000.00	$ 3.75	$ 67,500.00	$ 67,500.00	$ 11.80	$ 212,400.00	$ 212,400.00
2	D2	Saw-Cutting	4100	LF	$ 0.90	$ 3,690.00	$ 3,690.00	$ 2.45	$ 10,045.00	$ 10,045.00	$ 5.82	$ 23,862.00	$ 23,862.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	150	SY	$ 13.50	$ 2,025.00	$ 2,025.00	$ 26.40	$ 3,960.00	$ 3,960.00	$ 112.70	$ 16,905.00	$ 16,905.00
4	D4	5" Milling Unclassified Asphalt Pavement	81500	SY	$ 2.70	$ 220,050.00	$ 220,050.00	$ 3.40	$ 277,100.00	$ 277,100.00	$ 6.04	$ 489,240.00	$ 492,260.00
5	D5	Removal & Disposal of Existing Concrete Curb & Gutter	2010	LF	$ 3.40	$ 6,834.00	$ 6,834.00	$ 17.65	$ 35,476.50	$ 35,476.50	$ 4.53	$ 9,105.30	$ 9,105.30
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	1410	SY	$ 5.80	$ 8,178.00	$ 8,178.00	$ 20.70	$ 29,187.00	$ 29,187.00	$ 7.80	$ 10,998.00	$ 10,998.00
Paving Items													
1	P1	Subgrade Preparation (Depth≤ 6")	18900	SY	$ 2.90	$ 54,810.00	$ 54,810.00	$ 2.15	$ 40,635.00	$ 40,635.00	$ 3.76	$ 71,064.00	$ 71,064.00
2	P2	7" Jointed Concrete Pavement	13900	SY	$ 86.90	$ 1,207,910.00	$ 1,207,910.00	$ 93.55	$ 1,300,345.00	$ 1,300,345.00	$ 100.82	$ 1,401,398.00	$ 1,401,398.00
3	P3	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW)	610	SY	$ 140.80	$ 85,888.00	$ 85,888.00	$ 132.40	$ 80,764.00	$ 80,764.00	$ 102.71	$ 62,653.10	$ 62,653.10
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	7300	TON	$ 98.00	$ 715,400.00	$ 715,400.00	$ 128.30	$ 936,590.00	$ 936,590.00	$ 130.35	$ 951,555.00	$ 951,555.00
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	10800	TON	$ 102.00	$ 1,101,600.00	$ 1,101,600.00	$ 114.70	$ 1,238,760.00	$ 1,238,760.00	$ 137.73	$ 1,487,484.00	$ 1,487,484.00
6	P5	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	70	TON	$ 495.00	$ 34,650.00	$ 34,650.00	$ 224.00	$ 15,680.00	$ 15,680.00	$ 173.60	$ 12,152.00	$ 12,152.00
7	P6	Concrete-Asphalt Pavement Transition Sleeper Slab	960	SY	$ 86.90	$ 83,424.00	$ 83,424.00	$ 90.55	$ 86,928.00	$ 86,928.00	$ 89.65	$ 86,064.00	$ 86,064.00
8	P7	8" Flexible Base (Type A, Grade 4)	1500	SY	$ 39.30	$ 58,950.00	$ 58,950.00	$ 10.50	$ 15,750.00	$ 15,750.00	$ 12.97	$ 19,455.00	$ 19,455.00
9	P7	6" Flexible Base (Type A, Grade 4)	610	SY	$ 32.95	$ 20,099.50	$ 20,099.50	$ 15.10	$ 9,211.00	$ 9,211.00	$ 18.69	$ 11,400.90	$ 11,400.90
10	P8	8" Crushed Limestone Base (Type A, Grade 1 - 2)	610	SY	$ 72.90	$ 44,469.00	$ 44,469.00	$ 18.20	$ 11,102.00	$ 11,102.00	$ 22.26	$ 13,578.60	$ 13,578.60
11	P9	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2)	4800	SY	$ 14.00	$ 67,200.00	$ 67,200.00	$ 14.55	$ 69,840.00	$ 69,840.00	$ 13.35	$ 64,080.00	$ 64,080.00
12	P10	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	13300	GAL	$ 4.30	$ 57,190.00	$ 57,190.00	$ 5.90	$ 78,470.00	$ 78,470.00	$ 5.10	$ 67,830.00	$ 67,830.00
13	P11	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	6530	GAL	$ 4.30	$ 28,079.00	$ 28,079.00	$ 6.15	$ 40,159.50	$ 40,159.50	$ 5.00	$ 32,650.00	$ 32,650.00
14	P12	7" Concrete Fillet	1000	SY	$ 86.90	$ 86,900.00	$ 86,900.00	$ 84.50	$ 84,500.00	$ 84,500.00	$ 96.44	$ 96,440.00	$ 96,440.00
15	P12	6" Concrete Fillet	52	SY	$ 86.90	$ 4,518.80	$ 4,518.80	$ 86.90	$ 4,518.80	$ 4,518.80	$ 193.31	$ 10,052.12	$ 10,052.12
16	P13	7" Concrete Valley Gutter	1160	SY	$ 75.90	$ 88,044.00	$ 88,044.00	$ 90.40	$ 104,864.00	$ 104,864.00	$ 95.30	$ 110,548.00	$ 110,548.00
17	P13	6" Concrete Valley Gutter	72	SY	$ 75.90	$ 5,464.80	$ 5,464.80	$ 96.35	$ 6,937.20	$ 6,937.20	$ 134.64	$ 9,694.08	$ 9,694.08
18	P14	6" Concrete Alley Approach	960	SY	$ 75.90	$ 72,864.00	$ 72,864.00	$ 81.85	$ 78,576.00	$ 78,576.00	$ 93.86	$ 90,105.60	$ 90,105.60
19	P15	6" Commercial Concrete Driveway Approach	160	SY	$ 75.90	$ 12,144.00	$ 12,144.00	$ 87.80	$ 14,048.00	$ 14,048.00	$ 97.44	$ 15,590.40	$ 15,590.40
20	P15	6" Residential Concrete Driveway Approach	20	SY	$ 75.90	$ 1,518.00	$ 1,518.00	$ 119.90	$ 2,398.00	$ 2,398.00	$ 109.32	$ 2,186.40	$ 2,186.40
21	P16	Type A Concrete Curb & Gutter	1850	LF	$ 20.90	$ 38,665.00	$ 38,665.00	$ 24.00	$ 44,400.00	$ 44,400.00	$ 18.33	$ 33,910.50	$ 33,910.50
22	P16	Type C Concrete Curb & Gutter	1290	LF	$ 20.90	$ 26,961.00	$ 26,961.00	$ 24.05	$ 31,024.50	$ 31,024.50	$ 19.10	$ 24,639.00	$ 24,639.00
23	P16	3" Rollover Concrete Curb & Gutter	360	LF	$ 20.90	$ 7,524.00	$ 7,524.00	$ 24.60	$ 8,856.00	$ 8,856.00	$ 24.47	$ 8,809.20	$ 8,809.20
24	P17	Concrete Pedestrian Access Ramp	1220	SY	$ 108.90	$ 132,858.00	$ 132,858.00	$ 150.10	$ 183,122.00	$ 183,122.00	$ 86.84	$ 105,944.80	$ 105,944.80
25	P18	4" Concrete Sidewalk	880	SY	$ 64.90	$ 57,112.00	$ 57,112.00	$ 78.75	$ 69,300.00	$ 69,300.00	$ 53.95	$ 47,476.00	$ 47,476.00
26	P19	Manhole Ring & Cover Adjustment	2	EA	$ 1,045.00	$ 2,090.00	$ 2,090.00	$ 2,425.00	$ 4,850.00	$ 4,850.00	$ 2,188.13	$ 4,376.26	$ 4,376.26
27	P19	Water Valve Box Ring & Cover Adjustment	72	EA	$ 385.00	$ 27,720.00	$ 27,720.00	$ 920.00	$ 66,240.00	$ 66,240.00	$ 419.75	$ 30,222.00	$ 30,222.00
28	P20	Flowable Fill / 2-Sack Backfill	76	SY	$ 33.00	$ 2,508.00	$ 2,508.00	$ 143.50	$ 10,906.00	$ 10,906.00	$ 139.14	$ 10,574.64	$ 10,574.64
Traffic Items													
1	T1	4" Solid White Line	36529	LF	$ 0.61	$ 22,282.69	$ 22,282.69	$ 0.61	$ 22,282.69	$ 22,282.69	$ 0.79	$ 28,857.91	$ 28,857.91
2	T1	4" Solid Yellow Line	20474	LF	$ 0.61	$ 12,489.14	$ 12,489.14	$ 0.61	$ 12,489.14	$ 12,489.14	$ 0.79	$ 16,174.46	$ 16,174.46
3	T1	4" Dashed White Line	5847	LF	$ 0.61	$ 3,566.67	$ 3,566.67	$ 0.61	$ 3,566.67	$ 3,566.67	$ 0.79	$ 4,619.13	$ 4,619.13
4	T1	4" Dashed Yellow Line	17668	LF	$ 0.61	$ 10,777.48	$ 10,777.48	$ 0.61	$ 10,777.48	$ 10,777.48	$ 0.79	$ 13,957.72	$ 13,957.72
5	T1	24" Stop Bar	195	LF	$ 27.50	$ 5,362.50	$ 5,362.50	$ 27.50	$ 5,362.50	$ 5,362.50	$ 35.73	$ 6,967.35	$ 6,967.35
6	T1	18" Yield Line	79	LF	$ 38.50	$ 3,041.50	$ 3,041.50	$ 38.50	$ 3,041.50	$ 3,041.50	$ 50.02	$ 3,951.58	$ 3,951.58
7	T1	24" Yellow Hatch	98	LF	$ 27.50	$ 2,695.00	$ 2,695.00	$ 27.50	$ 2,695.00	$ 2,695.00	$ 35.73	$ 3,501.54	$ 3,501.54
8	T1	18" Crosswalk Line	436	LF	$ 27.50	$ 11,990.00	$ 11,990.00	$ 27.50	$ 11,990.00	$ 11,990.00	$ 35.73	$ 15,578.28	$ 15,578.28
9	T2	Yield Text	6	EA	$ 495.00	$ 2,970.00	$ 2,970.00	$ 495.00	$ 2,970.00	$ 2,970.00	$ 643.07	$ 3,858.42	$ 3,858.42
10	T2	Bike Logo	31	EA	$ 385.00	$ 11,935.00	$ 11,935.00	$ 385.00	$ 11,935.00	$ 11,935.00	$ 500.16	$ 15,504.96	$ 15,504.96
11	T2	Arrow	24	EA	$ 412.50	$ 9,900.00	$ 9,900.00	$ 412.50	$ 9,900.00	$ 9,900.00	$ 535.89	$ 12,861.36	$ 12,861.36
12	T3	4" PVC Pipe Conduit (Schedule 40 Electric)	610	LF	$ 55.00	$ 33,550.00	$ 33,550.00	$ 55.00	$ 33,550.00	$ 33,550.00	$ 108.61	$ 66,252.10	$ 66,252.10
13	T4	Light Pole Foundation	4	EA	$ 3,025.00	$ 12,100.00	$ 12,100.00	$ 3,025.00	$ 12,100.00	$ 12,100.00	$ 3,521.54	$ 14,086.16	$ 14,086.16
14	T5	Ground Box, TxDOT Type B with Apron	5	EA	$ 2,200.00	$ 11,000.00	$ 11,000.00	$ 2,200.00	$ 11,000.00	$ 11,000.00	$ 3,286.78	$ 16,433.90	$ 16,433.90
					Base Bid Total =	$ 4,965,536.08	**$ 4,966,334.08**	**Base Bid Total =**	$ 5,864,368.10	**$ 5,864,368.10**	**Base Bid Total =**	$ 6,391,505.41	**$ 6,394,525.41**
							$798.00			$0.00			$3,020.00

EXHIBIT "A"

P:\Engineering Services\Engineering Projects\2018\BPU18-04 Thomason Dr. Pvng & Util\04 BID\4.4 Bid Tab\Pvng\2020.11.05 BPU18-04 Thomason Pvng Bid Tab

BPU18-04 THOMASON MILL AND INLAY PAVING PROJECT

City of Midland - Engineering Services; November 5, 2020

BID TAB					Jones Bros.			Reece Albert			JD King		
Bid Item	Pay Note	Description	Quantity	Units	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total
Miscellaneous Items													
1	M1	Mobilization	6	MO	$ 31,551.00	$ 189,300.00	$ 189,306.00	$ 63,325.02	$ 379,950.12	$ 379,950.12	$ 47,658.99	$ 285,953.94	$ 285,953.94
2	M2	Bollard	4	EA	$ 550.00	$ 2,200.00	$ 2,200.00	$ 258.50	$ 1,034.00	$ 1,034.00	$ 1,035.55	$ 4,142.20	$ 4,142.20
3	M3	4" Irrigation Pipe Conduit (C-900 PVC)	160	LF	$ 11.00	$ 1,760.00	$ 1,760.00	$ 227.00	$ 36,320.00	$ 36,320.00	$ 105.12	$ 16,819.20	$ 16,819.20
4	M4	12"x2" Tapping Saddle	1	EA	$ 522.50	$ 522.50	$ 522.50	$ 1,078.00	$ 1,078.00	$ 1,078.00	$ 3,822.66	$ 3,822.66	$ 3,822.66
5	M5	2" Water Service Connection	1	EA	$ 3,025.00	$ 3,025.00	$ 3,025.00	$ 4,950.00	$ 4,950.00	$ 4,950.00	$ 3,644.04	$ 3,644.04	$ 3,644.04
6	M6	2" Water Service Lateral	10	LF	$ 88.00	$ 88.00	$ 880.00	$ 27.50	$ 275.00	$ 275.00	$ 39.30	$ 393.00	$ 393.00
7	M7	Water Meter Installation (New Service Lateral)	1	EA	$ 742.50	$ 742.50	$ 742.50	$ 605.00	$ 605.00	$ 605.00	$ 1,429.04	$ 1,429.04	$ 1,429.04
8	M8	Weed Barrier Fabric & 4" Decomposed Granite Backfill	750	SY	$ 22.00	$ 16,500.00	$ 16,500.00	$ 25.75	$ 19,312.50	$ 19,312.50	$ 61.45	$ 46,087.50	$ 46,087.50
9	M9	Erosion/Sediment Control	6	MO	$ 1,925.00	$ 11,550.00	$ 11,550.00	$ 10,445.00	$ 62,670.00	$ 62,670.00	$ 14,501.55	$ 87,009.30	$ 87,009.30
10	M10	Traffic Control	6	MO	$ 16,725.00	$ 100,350.00	$ 100,350.00	$ 22,100.00	$ 132,600.00	$ 132,600.00	$ 7,954.96	$ 47,729.76	$ 47,729.76
11	M11	Job Site Safety	6	MO	$ 1,750.00	$ 10,500.00	$ 10,500.00	$ 1,645.00	$ 9,870.00	$ 9,870.00	$ 4,571.00	$ 27,426.00	$ 27,426.00
12	M12	Material Mark-up	N/A	%	20.00%	20.00%	20.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
13	M13	Labor Mark-up	N/A	%	45.00%	45.00%	45.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
14	M14	Equipment Rental Mark-up	N/A	%	20.00%	20.00%	20.00%	10.00%	10.00%	10.00%	15.00%	15.00%	15.00%
Demolition Items													
1	D1	Unclassified Roadway Excavation (Depth≤ 12")	18000	SY	$ 6.00	$ 108,000.00	$ 108,000.00	$ 3.75	$ 67,500.00	$ 67,500.00	$ 11.80	$ 212,400.00	$ 212,400.00
2	D2	Saw-Cutting	4100	LF	$ 0.90	$ 3,690.00	$ 3,690.00	$ 2.45	$ 10,045.00	$ 10,045.00	$ 5.82	$ 23,862.00	$ 23,862.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	150	SY	$ 13.50	$ 2,025.00	$ 2,025.00	$ 26.40	$ 3,960.00	$ 3,960.00	$ 112.70	$ 16,905.00	$ 16,905.00
4	D4	5" Milling Unclassified Asphalt Pavement	81500	SY	$ 2.70	$ 220,050.00	$ 220,050.00	$ 3.40	$ 277,100.00	$ 277,100.00	$ 6.04	$ 489,240.00	$ 492,260.00
5	D5	Removal & Disposal of Existing Concrete Curb & Gutter	2010	LF	$ 3.40	$ 6,834.00	$ 6,834.00	$ 17.65	$ 35,476.50	$ 35,476.50	$ 4.53	$ 9,105.30	$ 9,105.30
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	1410	SY	$ 5.80	$ 8,178.00	$ 8,178.00	$ 20.70	$ 29,187.00	$ 29,187.00	$ 7.80	$ 10,998.00	$ 10,998.00
Paving Items													
1	P1	Subgrade Preparation (Depth≤ 6")	18900	SY	$ 2.90	$ 54,810.00	$ 54,810.00	$ 2.15	$ 40,635.00	$ 40,635.00	$ 3.76	$ 71,064.00	$ 71,064.00
2	P2	7" Jointed Concrete Pavement	13900	SY	$ 86.90	$ 1,207,910.00	$ 1,207,910.00	$ 93.55	$ 1,300,345.00	$ 1,300,345.00	$ 100.82	$ 1,401,398.00	$ 1,401,398.00
3	P3	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW)	610	SY	$ 140.80	$ 85,888.00	$ 85,888.00	$ 132.40	$ 80,764.00	$ 80,764.00	$ 102.71	$ 62,653.10	$ 62,653.10
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	7300	TON	$ 98.00	$ 715,400.00	$ 715,400.00	$ 128.30	$ 936,590.00	$ 936,590.00	$ 130.35	$ 951,555.00	$ 951,555.00
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	10800	TON	$ 102.00	$ 1,101,600.00	$ 1,101,600.00	$ 114.70	$ 1,238,760.00	$ 1,238,760.00	$ 137.73	$ 1,487,484.00	$ 1,487,484.00
6	P5	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	70	TON	$ 495.00	$ 34,650.00	$ 34,650.00	$ 224.00	$ 15,680.00	$ 15,680.00	$ 173.60	$ 12,152.00	$ 12,152.00
7	P6	Concrete-Asphalt Pavement Transition Sleeper Slab	960	SY	$ 86.90	$ 83,424.00	$ 83,424.00	$ 90.55	$ 86,928.00	$ 86,928.00	$ 89.65	$ 86,064.00	$ 86,064.00
8	P7	8" Flexible Base (Type A, Grade 4)	1500	SY	$ 39.30	$ 58,950.00	$ 58,950.00	$ 10.50	$ 15,750.00	$ 15,750.00	$ 12.97	$ 19,455.00	$ 19,455.00
9	P7	6" Flexible Base (Type A, Grade 4)	610	SY	$ 32.95	$ 20,099.50	$ 20,099.50	$ 15.10	$ 9,211.00	$ 9,211.00	$ 18.69	$ 11,400.90	$ 11,400.90
10	P8	8" Crushed Limestone Base (Type A, Grade 1 - 2)	610	SY	$ 72.90	$ 44,469.00	$ 44,469.00	$ 18.20	$ 11,102.00	$ 11,102.00	$ 22.26	$ 13,578.60	$ 13,578.60
11	P9	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2)	4800	SY	$ 14.00	$ 67,200.00	$ 67,200.00	$ 14.55	$ 69,840.00	$ 69,840.00	$ 13.35	$ 64,080.00	$ 64,080.00
12	P10	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	13300	GAL	$ 4.30	$ 57,190.00	$ 57,190.00	$ 5.90	$ 78,470.00	$ 78,470.00	$ 5.10	$ 67,830.00	$ 67,830.00
13	P11	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	6530	GAL	$ 4.30	$ 28,079.00	$ 28,079.00	$ 6.15	$ 40,159.50	$ 40,159.50	$ 5.00	$ 32,650.00	$ 32,650.00
14	P12	7" Concrete Fillet	1000	SY	$ 86.90	$ 86,900.00	$ 86,900.00	$ 84.50	$ 84,500.00	$ 84,500.00	$ 96.44	$ 96,440.00	$ 96,440.00
15	P12	6" Concrete Fillet	52	SY	$ 86.90	$ 4,518.80	$ 4,518.80	$ 86.90	$ 4,518.80	$ 4,518.80	$ 193.31	$ 10,052.12	$ 10,052.12
16	P13	7" Concrete Valley Gutter	1160	SY	$ 75.90	$ 88,044.00	$ 88,044.00	$ 90.40	$ 104,864.00	$ 104,864.00	$ 95.30	$ 110,548.00	$ 110,548.00
17	P13	6" Concrete Valley Gutter	72	SY	$ 75.90	$ 5,464.80	$ 5,464.80	$ 96.35	$ 6,937.20	$ 6,937.20	$ 134.64	$ 9,694.08	$ 9,694.08
18	P14	6" Concrete Alley Approach	960	SY	$ 75.90	$ 72,864.00	$ 72,864.00	$ 81.85	$ 78,576.00	$ 78,576.00	$ 93.86	$ 90,105.60	$ 90,105.60
19	P15	6" Commercial Concrete Driveway Approach	160	SY	$ 75.90	$ 12,144.00	$ 12,144.00	$ 87.80	$ 14,048.00	$ 14,048.00	$ 97.44	$ 15,590.40	$ 15,590.40
20	P15	6" Residential Concrete Driveway Approach	20	SY	$ 75.90	$ 1,518.00	$ 1,518.00	$ 119.90	$ 2,398.00	$ 2,398.00	$ 109.32	$ 2,186.40	$ 2,186.40
21	P16	Type A Concrete Curb & Gutter	1850	LF	$ 20.90	$ 38,665.00	$ 38,665.00	$ 24.00	$ 44,400.00	$ 44,400.00	$ 18.33	$ 33,910.50	$ 33,910.50
22	P16	Type C Concrete Curb & Gutter	1290	LF	$ 20.90	$ 26,961.00	$ 26,961.00	$ 24.05	$ 31,024.50	$ 31,024.50	$ 19.10	$ 24,639.00	$ 24,639.00
23	P16	3" Rollover Concrete Curb & Gutter	360	LF	$ 20.90	$ 7,524.00	$ 7,524.00	$ 24.60	$ 8,856.00	$ 8,856.00	$ 24.47	$ 8,809.20	$ 8,809.20
24	P17	Concrete Pedestrian Access Ramp	1220	SY	$ 108.90	$ 132,858.00	$ 132,858.00	$ 150.10	$ 183,122.00	$ 183,122.00	$ 86.84	$ 105,944.80	$ 105,944.80
25	P18	4" Concrete Sidewalk	880	SY	$ 64.90	$ 57,112.00	$ 57,112.00	$ 78.75	$ 69,300.00	$ 69,300.00	$ 53.95	$ 47,476.00	$ 47,476.00
26	P19	Manhole Ring & Cover Adjustment	2	EA	$ 1,045.00	$ 2,090.00	$ 2,090.00	$ 2,425.00	$ 4,850.00	$ 4,850.00	$ 2,188.13	$ 4,376.26	$ 4,376.26
27	P19	Water Valve Box Ring & Cover Adjustment	72	EA	$ 385.00	$ 27,720.00	$ 27,720.00	$ 920.00	$ 66,240.00	$ 66,240.00	$ 419.75	$ 30,222.00	$ 30,222.00
28	P20	Flowable Fill / 2-Sack Backfill	76	SY	$ 33.00	$ 2,508.00	$ 2,508.00	$ 143.50	$ 10,906.00	$ 10,906.00	$ 139.14	$ 10,574.64	$ 10,574.64
Traffic Items													
1	T1	4" Solid White Line	36529	LF	$ 0.61	$ 22,282.69	$ 22,282.69	$ 0.61	$ 22,282.69	$ 22,282.69	$ 0.79	$ 28,857.91	$ 28,857.91
2	T1	4" Solid Yellow Line	20474	LF	$ 0.61	$ 12,489.14	$ 12,489.14	$ 0.61	$ 12,489.14	$ 12,489.14	$ 0.79	$ 16,174.46	$ 16,174.46
3	T1	4" Dashed White Line	5847	LF	$ 0.61	$ 3,566.67	$ 3,566.67	$ 0.61	$ 3,566.67	$ 3,566.67	$ 0.79	$ 4,619.13	$ 4,619.13
4	T1	4" Dashed Yellow Line	17668	LF	$ 0.61	$ 10,777.48	$ 10,777.48	$ 0.61	$ 10,777.48	$ 10,777.48	$ 0.79	$ 13,957.72	$ 13,957.72
5	T1	24" Stop Bar	195	LF	$ 27.50	$ 5,362.50	$ 5,362.50	$ 27.50	$ 5,362.50	$ 5,362.50	$ 35.73	$ 6,967.35	$ 6,967.35
6	T1	18" Yield Line	79	LF	$ 38.50	$ 3,041.50	$ 3,041.50	$ 38.50	$ 3,041.50	$ 3,041.50	$ 50.02	$ 3,951.58	$ 3,951.58
7	T1	24" Yellow Hatch	98	LF	$ 27.50	$ 2,695.00	$ 2,695.00	$ 27.50	$ 2,695.00	$ 2,695.00	$ 35.73	$ 3,501.54	$ 3,501.54
8	T1	18" Crosswalk Line	436	LF	$ 27.50	$ 11,990.00	$ 11,990.00	$ 27.50	$ 11,990.00	$ 11,990.00	$ 35.73	$ 15,578.28	$ 15,578.28
9	T2	Yield Text	6	EA	$ 495.00	$ 2,970.00	$ 2,970.00	$ 495.00	$ 2,970.00	$ 2,970.00	$ 643.07	$ 3,858.42	$ 3,858.42
10	T2	Bike Logo	31	EA	$ 385.00	$ 11,935.00	$ 11,935.00	$ 385.00	$ 11,935.00	$ 11,935.00	$ 500.16	$ 15,504.96	$ 15,504.96
11	T2	Arrow	24	EA	$ 412.50	$ 9,900.00	$ 9,900.00	$ 412.50	$ 9,900.00	$ 9,900.00	$ 535.89	$ 12,861.36	$ 12,861.36
12	T3	4" PVC Pipe Conduit (Schedule 40 Electric)	610	LF	$ 55.00	$ 33,550.00	$ 33,550.00	$ 55.00	$ 33,550.00	$ 33,550.00	$ 108.61	$ 66,252.10	$ 66,252.10
13	T4	Light Pole Foundation	4	EA	$ 3,025.00	$ 12,100.00	$ 12,100.00	$ 3,025.00	$ 12,100.00	$ 12,100.00	$ 3,521.54	$ 14,086.16	$ 14,086.16
14	T5	Ground Box, TxDOT Type B with Apron	5	EA	$ 2,200.00	$ 11,000.00	$ 11,000.00	$ 2,200.00	$ 11,000.00	$ 11,000.00	$ 3,286.78	$ 16,433.90	$ 16,433.90
					Base Bid Total =	$ 4,965,536.08	**$ 4,966,334.08**	**Base Bid Total =**	$ 5,864,368.10	**$ 5,864,368.10**	**Base Bid Total =**	$ 6,391,505.41	**$ 6,394,525.41**
							$798.00			$0.00			$3,020.00

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Thomason Mill And Inlay Paving Project
Project Number: BPU18-04

MAYOR
Patrick Payton

COUNCIL MEMBERS

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

CITY ENGINEER
Matt C. Carr, P.E.

STATE OF TEXAS
OCT 6 2020
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

Prepared by City of Midland, Texas
Engineering Services Division

October 2020

PACKET
8.194
November 17, 2020

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 4th day of November, 2020, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19. Attendees must wear masks while they are inside City Hall.

The Proposed Work provides for the furnishing of materials and labor for Thomason Mill And Inlay Paving Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on Wednesday, October 28th, 2020. There will be no in-person pre-bid meeting due to COVID-19.

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

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, October 30, 2020. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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 2020

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated September 21, 2020 and numbered from 1 (1) through 87 (91) inclusive, and a set of drawings dated June 26, 2020 and numbered from 01 (1) through 15 (15) 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 2020

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

Jones Bros. Dirt & Paving Contractors, Inc.

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

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

_____

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

November 3, 2020

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

FOR: Thomason Mill And Inlay Paving Project

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

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

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) 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.

Form Revised October 2020

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.

Updated September 2014

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the Thomason Mill And Inlay Paving Project, including the Acklen Road Project which is part of the larger Thomason Mill And Inlay Paving Project, 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, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay, 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 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 shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

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 shall prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care should be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

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

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking will include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

13. 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.

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

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or

concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

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

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 will 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.

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 shall protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

Any work performed as part of this project on any public utility infrastructure must be performed by a qualified Contractor possessing either an active Water Operator D license, an active Wastewater D license, or an active Class 1 Collections license.

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 _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.

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 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: Thomason Mill And Inlay Paving Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Thirty One Thousand Five Hundred Fifty One dollars and Zero cents per month. (Pay Note M1)	$ 31,550.00	$ 189,300.00
2)	4 EA	Bollard, complete and in place, for the sum of: Five Hundred Fifty dollars and Zero cents per each. (Pay Note M2)	$ 550.00	$ 2,200.00
3)	160 LF	4" Irrigation Pipe Conduit (C-900 PVC), complete and in place, for the sum of: Eleven dollars and Zero cents per linear foot. (Pay Note M3)	$ 11.00	$ 1,760.00
4)	1 EA	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: Five Hundred Twenty Two dollars and Fifty cents per each. (Pay Note M4)	$ 522.50	$ 522.50

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	1 EA	2" Water Service Connection, furnished, installed, complete and in place, for the sum of: Three Thousand Twenty Five dollars and Zero cents per each. (Pay Note M5)	$ 3,025.00	$ 3,025.00
6)	10 LF	2" Water Service Lateral, furnished, installed, complete and in place, for the sum of: Eighty Eight dollars and Zero cents per linear foot. (Pay Note M6)	$ 88.00	$ 88.00
7)	1 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: Seven Hundred Forty Two dollars and Fifty cents per each. (Pay Note M7)	$ 742.50	$ 742.50
8)	750 SY	Weed Barrier Fabric And 4" Decomposed Granite Backfill, furnished, installed, complete and in place, for the sum of: Twenty Two dollars and Zero cents per month. (Pay Note M8)	$ 22.00	$ 16,500.00
9)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Twenty Five dollars and Zero cents per month. (Pay Note M9)	$ 1,925.00	$ 11,550.00
10)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Sixteen Thousand Seven Hundred Twenty Five dollars and Zero cents per month. (Pay Note M10)	$ 16,725.00	$ 100,350.00
11)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred Fifty dollars and Zero cents per month. (Pay Note M11)	$ 1,750.00	$ 10,500.00

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M12)	%20	$ N/A
13)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M13)	%45	$ N/A
14)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M14)	%20	$ N/A
Total Miscellaneous Items 1-14		$337,330.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,000 SY	Unclassified Roadway Excavation (Depth ≤ 12"), complete and in place, for the sum of: Six dollars and Zero cents per square yard. (Pay Note D1)	$ 6.00	$ 108,000.00
2)	4,100 LF	Saw-Cutting, complete and in place, for the sum of: Zero dollars and Ninety cents per linear foot. (Pay Note D2)	$ 0.90	$ 3,690.00
3)	150 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Thirteen dollars and Fifty cents per square yard. (Pay Note D3)	$ 13.50	$ 2,025.00
4)	81,500 SY	5" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: Two dollars and Seventy cents per square yard. (Pay Note D4)	$ 2.70	$ 220,050.00
5)	2,010 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Three dollars and Forty cents per linear foot. (Pay Note D5)	$ 3.40	$ 6,834.00
6)	1,410 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Five dollars and Eighty cents per square yard. (Pay Note D6)	$ 5.80	$ 8,178.00
Total Demolition Items 1-6		$ 348,777.00		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,900 SY	Subgrade Preparation (Depth ≤ 6"), furnished, installed, complete and in place, for the sum of: Two dollars and Ninety cents per square yard. (Pay Note P1)	$ 2.90	$ 54,810.00
2)	13,900 SY	7" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: Eighty Six dollars and Ninety cents per square yard. (Pay Note P2)	$ 86.90	$ 1,207,910.00
3)	610 SY	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW), furnished, installed, complete and in place, for the sum of: One Hundred Forty dollars and Eighty cents per square yard. (Pay Note P3)	$ 140.80	$ 85,888.00
4)	7,300 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: Ninety Eight dollars and Zero cents per ton. (Pay Note P4)	$ 98.00	$ 715,400.00
5)	10,800 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 Two dollars and Zero cents per ton. (Pay Note P5)	$ 102.00	$ 1,101,600.00
6)	70 TON	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: Four Hundred Ninety Five dollars and Zero cents per ton. (Pay Note P5)	$ 495.00	$ 34,650.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	960 SY	Concrete-Asphalt Pavement Transition Sleeper Slab (6' Wide), furnished, installed, complete and in place, for the sum of: Eighty Six dollars and Ninety cents per square yard. (Pay Note P6)	$ 86.90	$ 83,424.00
8)	1,500 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Thirty Nine dollars and Thirty cents per square yard. (Pay Note P7)	$ 39.30	$ 58,950.00
9)	610 SY	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Thirty Two dollars and Ninety Five cents per square yard. (Pay Note P7)	$ 32.95	$ 20,099.50
10)	610 SY	8" Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: Seventy Two dollars and Ninety cents per square yard. (Pay Note P8)	$ 72.90	$ 44,469.00
11)	4,800 SY	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: Fourteen dollars and Zero cents per square yard. (Pay Note P9)	$ 14.00	$ 67,200.00
12)	13,300 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Thirty cents per gallon. (Pay Note P10)	$ 4.30	$ 57,190.00
13)	6,530 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Thirty cents per gallon. (Pay Note P11)	$ 4.30	$ 28,079.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	1,000 SY	7" Concrete Fillet, furnished, installed, complete and in place, for the sum of: Eighty Six dollars and Ninety cents per square yard. (Pay Note P12)	$ 86.90	$ 86,900.00
15)	52 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: Eighty Six dollars and Ninety cents per square yard. (Pay Note P12)	$ 86.90	$ 4,518.80
16)	1,160 SY	7" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and Ninety cents per square yard. (Pay Note P13)	$ 75.90	$ 88,044.00
17)	72 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and Ninety cents per square yard. (Pay Note P13)	$ 75.90	$ 5,464.80
18)	960 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and Ninety cents per square yard. (Pay Note P14)	$ 75.90	$ 72,864.00
19)	160 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and Ninety cents per square yard. (Pay Note P15)	$ 75.90	$ 12,144.00
20)	20 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and Ninety cents per square yard. (Pay Note P15)	$ 75.90	$ 1,518.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
21)	1,850 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty dollars and Ninety cents per linear foot. (Pay Note P16)	$ 20.90	$ 38,665.00
22)	1,290 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty dollars and Ninety cents per linear foot. (Pay Note P16)	$ 20.90	$ 26,961.00
23)	360 LF	3" Rollover Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty dollars and Ninety cents per linear foot. (Pay Note P16)	$ 20.90	$ 7,524.00
24)	1,220 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Eight dollars and Ninety cents per square yard. (Pay Note P17)	$ 108.90	$ 132,858.00
25)	880 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Sixty Four dollars and Ninety cents per square yard. (Pay Note P18)	$ 64.90	$ 57,112.00
26)	2 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Forty Five dollars and Zero cents per each. (Pay Note P19)	$ 1,045.00	$ 2,090.00
27)	72 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Three Hundred Eighty Five dollars and Zero cents per each. (Pay Note P19)	$ 385.00	$ 27,720.00
28)	76 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: Thirty Three dollars and Zero cents per square yard. (Pay Note P20)	$ 33.00	$ 2,508.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Paving Items 1-28		$4,126,561.10		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	36,529 LF	4" Solid White Line, furnished, installed, complete and in place, for the sum of: Zero dollars and Sixty One cents per linear foot. (Pay Note T1)	$ 0.61	$ 22,282.69
2)	20,474 LF	4" Solid Yellow Line, furnished, installed, complete and in place, for the sum of: Zero dollars and Sixty One cents per linear foot. (Pay Note T1)	$ 0.61	$ 12,489.14
3)	5,847 LF	4" Dashed White Line, furnished, installed, complete and in place, for the sum of: Zero dollars and Sixty One cents per linear foot. (Pay Note T1)	$ 0.61	$ 3,566.67
4)	17,668 LF	4" Dashed Yellow Line, furnished, installed, complete and in place, for the sum of: Zero dollars and Sixty One cents per linear foot. (Pay Note T1)	$ 0.61	$ 10,777.48
5)	195 LF	24" Stop Bar, furnished, installed, complete and in place, for the sum of: Twenty Seven dollars and Fifty cents per linear foot. (Pay Note T1)	$ 27.50	$ 5,362.50
6)	79 LF	18" Yield Line, furnished, installed, complete and in place, for the sum of: Thirty Eight dollars and Fifty cents per linear foot. (Pay Note T1)	$ 38.50	$ 3,041.50
7)	98 LF	24" Yellow Hatch, furnished, installed, complete and in place, for the sum of: Twenty Seven dollars and Fifty cents per linear foot. (Pay Note T1)	$ 27.50	$ 2,695.00
8)	436 LF	18" Crosswalk Line, furnished, installed, complete and in place, for the sum of: Twenty Seven dollars and Fifty cents per linear foot. (Pay Note T1)	$ 27.50	$ 11,990.00

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	6 EA	Yield Text, furnished, installed, complete and in place, for the sum of: Four Hundred Ninety Five dollars and Zero cents per each. (Pay Note T2)	$ 495.00	$ 2,970.00
10)	31 EA	Bike Logo, furnished, installed, complete and in place, for the sum of: Three Hundred Eighty Five dollars and Zero cents per each. (Pay Note T2)	$ 385.00	$ 11,935.00
11)	24 EA	Arrow, furnished, installed, complete and in place, for the sum of: Four Hundred Twelve dollars and Fifty cents per each. (Pay Note T2)	$ 412.50	$ 9,900.00
12)	610 LF	4" PVC Pipe Conduit (Schedule 40 Electric), furnished, installed, complete and in place, for the sum of: Fifty Five dollars and Zero cents per linear foot. (Pay Note T3)	$ 55.00	$ 33,550.00
13)	4 EA	Light Pole Foundation, furnished, installed, complete and in place, for the sum of: Three Thousand Twenty Five dollars and Zero cents per each. (Pay Note T4)	$ 3,025.00	$ 12,100.00
14)	5 EA	Ground Box, TxDOT Type B with Apron, furnished, installed, complete and in place, for the sum of: Two Thousand Two Hundred dollars and Zero cents per each. (Pay Note T5)	$ 2,200.00	$ 11,000.00
Total Traffic Items 1-14		$ 153,659.98		

Price For:	
1. Miscellaneous Items	$337,330.00
2. Demolition Items	$348,777.00
3. Paving Items	$4,126,561.10
4. Traffic Items	$153,659.98
Total Price	$4,966,328.08

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

Four Million Nine Hundred Sixty Six Thousand Three Hundred Twenty Eight dollars

and Eight 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

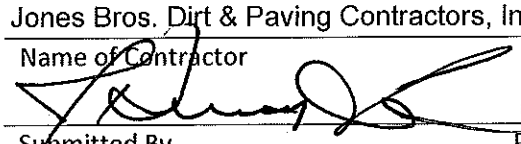
Five Percent of the Greatest Amount Bid dollars

and _____ 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.

Jones Bros. Dirt & Paving Contractors, Inc.

Name of Contractor



Kenneth Ford, Chief Estimator

Submitted By | Print Name and Title

1401 S. Grandview

Mailing Address

Odessa	Texas	79761
City	State	Zip

PAY NOTES

Thomason Mill And Inlay Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bollard	M2
3	4" Irrigation Pipe Conduit (C-900 PVC)	M3
4	12"x2" Tapping Saddle	M4
5	2" Water Service Connection	M5
6	2" Water Service Lateral	M6
7	Water Meter Installation (New Service Lateral)	M7
8	Weed Barrier Fabric & 4" Decomposed Granite Backfill	M8
9	Erosion/Sediment Control	M9
10	Traffic Control	M10
11	Job Site Safety	M11
12	Material Mark-up	M12
13	Labor Mark-up	M13
14	Equipment Rental Mark-up	M14
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	5" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW)	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	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
7	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
8	8" Flexible Base (Type A, Grade 4)	P7
9	6" Flexible Base (Type A, Grade 4)	P7
10	8" Crushed Limestone Base (Type A, Grade 1 - 2)	P8
11	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2)	P9
12	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P10
13	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P11
14	7" Concrete Fillet	P12
15	6" Concrete Fillet	P12
16	7" Concrete Valley Gutter	P13
17	6" Concrete Valley Gutter	P13
18	6" Concrete Alley Approach	P14
19	6" Commercial Concrete Driveway Approach	P15
20	6" Residential Concrete Driveway Approach	P15
21	Type A Concrete Curb & Gutter	P16
22	Type C Concrete Curb & Gutter	P16
23	3" Rollover Concrete Curb & Gutter	P16
24	Concrete Pedestrian Access Ramp	P17
25	4" Concrete Sidewalk	P18
26	Manhole Ring & Cover Adjustment	P19
27	Water Valve Box Ring & Cover Adjustment	P19
28	Flowable Fill / 2-Sack Backfill	P20

Traffic Items

1	4" Solid White Line	T1
2	4" Solid Yellow Line	T1
3	4" Dashed White Line	T1
4	4" Dashed Yellow Line	T1
5	24" Stop Bar	T1
6	18" Yield Line	T1
7	24" Yellow Hatch	T1
8	18" Crosswalk Line	T1
9	Yield Text	T2
10	Bike Logo	T2
11	Arrow	T2
12	4" PVC Pipe Conduit (Schedule 40 Electric)	T3
13	Light Pole Foundation	T4
14	Ground Box, TxDOT Type B with Apron	T5

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 install a Bollard per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, cutting, foundations, structures, reflectors, attachments, and appurtenances. Measurement and payment to be made per each bollard installed.

M3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

M4 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.

M5 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), and all appurtenances. Measurement and payment to be made per each water service connection installed.

M6 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, meter box, 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.

M7 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.

M8 Includes the necessary equipment, labor, materials, and incidentals to implement the Weed Barrier Fabric & Decomposed Granite Backfill per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per square yard.

M9 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.

M10 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.

M11 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.

M12 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.

M13 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.

M14 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 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 Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

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 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.

D6 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 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 placement of Reinforced Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all cutting, placement, color, pattern, reinforcement, jointing, fill, 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 placement of Crushed Limestone Base, 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.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Cement Stabilized Crushed Limestone Base, 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 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.

P12 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.

P13 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.

P14 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.

P15 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.

P16 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.

P17 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.

P18 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.

P19 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.

P20 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 reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers 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 striping center line.

T2 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

T4 Includes the necessary equipment, labor, materials, and incidentals for installation of Light Pole Foundation per the construction drawings and City of Midland standards and specifications, including all foundation material, anchors, wiring, and appurtenances. Measurement and payment to be made per each light pole foundation installed.

T5 Includes the necessary equipment, labor, materials, and incidentals for placement of Ground Box per the consturction drawings and City of Midland standards and specifications, including all excavation, apron, finishing, and appurtenances. Measurement and payment to be made per each ground box installed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT Jones Bros. Dirt & Paving Contractors, Inc. (Hereinafter called the Principal), as Principal, and National Fire Insurance Company of Hartford (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 Greatest Amount Bid Dollars ($ 5%GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Thomason Mill And Inlay 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, 2020.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By

Address Jones Bros. Dirt & Paving Contractors, Inc.
1401 S. Grandview Ave.
Odessa, TX 79761

National Fire Insurance Company of Hartford
Surety

By Debra Wortham
Debra Wortham Attorney-in-Fact

Address CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2020

BidB 2

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

Kathy J Churchill, Rebecca Dickerson, Debra Wortham, Individually

of Midland, 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 10th day of January, 2020.

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 10th day of January, 2020, 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.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — 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, 2020.

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2020

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	CONTACT NAME: Lorrie Scott
Frank Siddons Insurance Agency Fort Worth Inc. Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016	PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947 E-MAIL ADDRESS: lscott@fsifw.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jones Bros. Dirt & Paving Contractors, Inc. 1401 South Grandview Ave Odessa TX 79761-7144	INSURER A: Starr Indemnity & Liability Co.	38318
	INSURER B: Great American Ins. Companies	16691
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ALOB 20-21 **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	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			10000025606201	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] MCS 90			10000198569201	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Follow Form FUU033270311	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001185649	5/1/2020	5/1/2021	[X] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder on a primary and non-contributory basis only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Sample

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

Steven Siddons/TPAYNE

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INS025 (201005).01 The ACORD name and logo are registered marks of ACORD

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 18th day of November, 20 20, 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 Jones Bros. Dirt & Paving Contractors, 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: Thomason Mill And Inlay 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 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: $4,966,334.08.

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

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 Jones Bros. Dirt & Paving Contractors, 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 2020

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 Thomason Mill And Inlay 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

Form Revised October 2020

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as 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 Thomason Mill And Inlay 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

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Thomason Mill And Inlay 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 October 2020

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.

08/07

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*

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".

8/07

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

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 BPU18-04

TO ALL BIDDERS ON THE SUBJECT BID: **Thomason Mill And Inlay Paving Project**

ADDENDUM #01

DATE: October 30, 2020

1. Q/A and Clarification
2. Revised Proposal
3. Revised Pay Notes
4. Non-Mandatory Pre-Bid Teleconference Meeting Agenda
5. Non-Mandatory Pre-Bid Teleconference Meeting Attendance

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

November 3, 2020
Date

Kenneth Ford
Please Print Above Name

432-332-0721
Phone

Thomason Mill And Inlay Paving Project
Project Number BPU18-04

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: The Proposal section of the bid packet has been revised. The most recent revised version is attached to this Addendum 01 before the copy of the Pre-Bid Teleconference Meeting Agenda. Bidders are to remove any previous versions of the Proposal section in their entirety and replace them with this attached revision. Do not use the Proposal copy that was included at the end of the Pre-Bid Meeting Agenda.

Clarification: The Pay Notes section of the bid packet has been revised. The most recent revised version is attached to this Addendum 01 before the copy of the Pre-Bid Teleconference Meeting Agenda. Bidders are to remove any previous versions of the Pay Notes section in their entirety and replace them with this attached revision. Do not use the Pay Notes copy that was included at the end of the Pre-Bid Meeting Agenda.

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 list.

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 bids 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: Clint Harmon will be the primary City Inspector for this project.

Clarification: There will be no more than three (3) consecutive intersecting street closures allowed at a time along Thomason Drive for this project.

Clarification: Sleeper slabs are to be placed on all sides of the concrete intersections along Thomason Drive, including those facing side streets. There are no sleeper slabs for valley gutters.

Clarification: The Proposal and Pay Notes sections have been revised to include an additional bid item for Weed Barrier Fabric And 4" Decomposed Granite Backfill measured in square yards. Decomposed granite backfill is to be set level with the top of curb per the construction drawings. Also per the construction drawings, this is located at the center roundabout island and the islands on all four sides of the roundabout as vehicles make their approaches and exits.

Clarification: Bid Items for base material have been corrected to reference Grade 1 – 2 rather than Grade 1 or 2 where applicable.

Clarification: The "Landscape By Others" leader on Sheet 48 of the construction drawings is referring to a future project for permanent landscaping and stabilization of the center roundabout island, and does not refer to the temporary stabilization the contractor is to perform in this project as directed by Note 4 of this same sheet.

Clarification: The 3500 PSI 7" concrete pavement called for on Sheet 78, Detail I is correct.

Clarification: The Bid Item for 8" Flexible Base will apply to Acklen Drive and any quantity overruns needed for existing base that was to be refinished and reused but was discovered to be in too poor a condition and had to be replaced. The Bid Item for 6" Flexible Base will only be used for base beneath the temporary pavement. The Bid Item for 8" Crushed Limestone Base will only be used for base beneath pavers. The Bid Item for 4" Cement Stabilized Crushed Limestone Base will only be used for base beneath the 7" concrete pavement at the roundabout. Contractor is expected to perform all necessary excavation and other work needed to place the base and pavement sections as indicated in the construction drawings. All other existing base material in Thomason Drive will be proof-rolled and refinished per the construction drawings.

Clarification: The Bid Item for Flowable Fill / 2-Sack Backfill will remain measured per square yard. All affected existing water valves and manholes will have flowable fill in place, in which case any flowable fill removed during paving operations will need to be replaced in compliance with Sheets 23 and 24, Details 608(A), 608(B), 317, and 318 such that the flowable fill placed has a final surface elevation that allows the concrete ring for each cover to be placed as shown in these details. The minimum

thickness of flowable fill for utility trenches is 20” under existing asphalt pavement and 18” under existing concrete pavement, but if the paving activity doesn’t excavate that deep then this full depth of existing flowable fill should not need to be replaced.

Clarification: Sheets 46 and 47 indicate temporary travel lanes with temporary pavement. Temporary pavement is only to be used in locations where the temporary travel lanes do not cross over permanent pavement. If the temporary travel lanes should happen to cross over any permanent pavement during the course of this project, then temporary pavement will not be placed at those locations.

Clarification: The Proposal Bid Item for Material Mark-up is intended to cover small material needs that weren’t covered in the original project that are easy to address but cannot be covered by a quantity overrun of an existing bid item and in other circumstances would require going through a change order before action could be taken. An example of this might be needing to install a 20’ section of 6” or 8” C-900 PVC irrigation pipe instead of the 4” pipe called for in the plans. In this case the contractors would provide the supplier’s invoice for the larger pipe material to the City and the City would pay the cost of the material plus the additional percentage listed in the Bid Item Unit Price as described in the Bid Item and its Pay Note. Note that if the Contractor produces their own material then this Bid Item would not apply and other arrangements, including a change order, may be required in such cases if the additional work is to still be included in the project.

Clarification: The Proposal Bid Item for Labor Mark-up is intended to cover labor needs that weren’t covered in the original project scope and in other circumstances would require going through a change order before action could be taken. An example of this would be if construction work needed to occur at night to avoid access interruption to a critical facility during the day. Since the contract states that standard work hours are during the day, any night-time work hours would need to be covered by this bid item instead. Per the Bid Item and its Pay Note, in such cases the Contractor would be required to provide the regular pay rate for each worker on the job site during the hours of work in question, and the City would pay for that pay rate plus the additional percentage listed in the Bid Item Unit Price for the applicable hours of work that were performed.

Clarification: The Proposal Bid Item for Equipment Rental Mark-up is intended to cover equipment needs that weren’t covered in the original project scope and in other circumstances would require going through a change order before action could be taken. An example of this might be needing to rent lighting equipment for work during night operations if such activity was requested by the City. Per the Bid Item and its Pay Note, in such cases the Contractor would be required to provide the invoice from the renter for the equipment in question, and the City would pay for that invoice amount plus the additional percentage listed in the Bid Item Unit Price.

Clarification: The Proposal section has been revised to indicate a 6.0’ wide sleeper slab rather than a 10.0’ wide sleeper slab.

Clarification: The Proposal Bid Item quantity for Unclassified Roadway Excavation has been revised.

Clarification: The Proposal Bid Item quantity for Removal & Disposal of Existing Unclassified Pavement has been revised.

Clarification: Contractor is responsible for all testing during this project, including all concrete cylinders and other test requirements as outlined in the Special Provisions, 16. Testing section of the Bid Packet.

Clarification: Existing base and subgrade will be proof-rolled for this project, and only existing material deemed unsuitable for paving will be removed and replaced. The exceptions where existing material will be removed regardless of its condition are those identified in other portions of this addendum.

Clarification: If a Bidder wishes to deliver a bid submittal in person then they are directed to call City Purchasing to coordinate this.

Question: Paving Item #3 is for 12" Pavers. What is the spec, color and pattern for these pavers. Also, the detail for the pavers on sheet 79 says stamped concrete. Is this an option? If so, please include spec for concrete, reinf, thickness, color, pattern, etc.

Answer: The Proposal has been revised to replace the paver Bid Item with a new Bid Item for 6" Reinforced Concrete Pavement. The reinforced concrete pavement will be integral color, have #6 rebar reinforcement at 18" ocew, and the pattern will be determined in construction. The base material used beneath this concrete pavement will be the same 8" crushed limestone base as would have been used beneath the pavers.

Question: Bid Line Item 21, Flowable Fill is to be bid by the SY, I can't find any drawings showing the Thickness/Depth of the Flowable Fill. We know that there is 940 SY's, but without the Thickness/Depth of the Flowable Fill it is impossible to figure the correct quantities of Flowable Fill to convert a price back to SY's.

Answer: The Bid Item for Flowable Fill / 2-Sack Backfill will remain measured per square yard. All affected existing water valves and manholes will have flowable fill in place, in which case any flowable fill removed during paving operations will need to be replaced in compliance with Sheets 23 and 24, Details 608(A), 608(B), 317, and 318 such that the flowable fill placed has a final surface elevation that allows the concrete ring for each cover to be placed as shown in these details. The minimum thickness of flowable fill for utility trenches is 20" under existing asphalt pavement and 18" under existing concrete pavement, but if the paving activity doesn't excavate that deep then this full depth of existing flowable fill should not need to be replaced.

Question: Can you also clarify the thickness of the decomposed granite and a quantity.

Answer: The decomposed granite backfill will be 4" thick and must be set at a finished elevation that is flush with the adjacent top-of-curb per the construction drawings.

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: Thomason Mill And Inlay Paving Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	4 EA	Bollard, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M2)	$_____	$_____
3)	160 LF	4" Irrigation Pipe Conduit (C-900 PVC), complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M3)	$_____	$_____
4)	1 EA	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M4)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	1 EA	2" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M5)	$_____	$_____
6)	10 LF	2" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M6)	$_____	$_____
7)	1 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M7)	$_____	$_____
8)	750 SY	Weed Barrier Fabric And 4" Decomposed Granite Backfill, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M8)	$_____	$_____
9)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M9)	$_____	$_____
10)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M10)	$_____	$_____
11)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M11)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M12)	%_____	$_N/A_____
13)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M13)	%_____	$_N/A_____
14)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M14)	%_____	$_N/A_____
Total Miscellaneous Items 1-14		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	10,000 SY	Unclassified Roadway Excavation (Depth ≤ 12”), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D1)	$_____	$_____
2)	4,100 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D2)	$_____	$_____
3)	150 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)	81,500 SY	5” Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	2,010 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
6)	1,410 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-6		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,900 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)	13,900 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)	610 SY	6” Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18” OCEW), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	7,300 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)	10,800 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)	70 TON	Temporary 2” 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)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	960 SY	Concrete-Asphalt Pavement Transition Sleeper Slab (6' Wide), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
8)	1,500 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)	$_____	$_____
9)	610 SY	6" 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)	$_____	$_____
10)	610 SY	8" Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
11)	4,800 SY	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
12)	13,300 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P10)	$_____	$_____
13)	6,530 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P11)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	1,000 SY	7" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
15)	52 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
16)	1,160 SY	7" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
17)	72 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
18)	960 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____
19)	160 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____
20)	20 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
21)	1,850 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
22)	1,290 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
23)	360 LF	3" Rollover Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
24)	1,220 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P17)	$_____	$_____
25)	880 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P18)	$_____	$_____
26)	2 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P19)	$_____	$_____
27)	72 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)	$_____	$_____
28)	76 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Paving Items 1-28		$_____		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	36,529 LF	4" Solid White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	20,474 LF	4" Solid Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	5,847 LF	4" Dashed White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
4)	17,668 LF	4" Dashed Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
5)	195 LF	24" Stop Bar, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
6)	79 LF	18" Yield Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
7)	98 LF	24" Yellow Hatch, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	436 LF	18" Crosswalk Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	6 EA	Yield Text, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	31 EA	Bike Logo, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	24 EA	Arrow, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	610 LF	4" PVC Pipe Conduit (Schedule 40 Electric), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T3)	$_____	$_____
13)	4 EA	Light Pole Foundation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	5 EA	Ground Box, TxDOT Type B with Apron, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T5)	$_____	$_____
Total Traffic Items 1-14		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
4. Traffic 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 _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

_____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

Thomason Mill And Inlay Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bollard	M2
3	4" Irrigation Pipe Conduit (C-900 PVC)	M3
4	12"x2" Tapping Saddle	M4
5	2" Water Service Connection	M5
6	2" Water Service Lateral	M6
7	Water Meter Installation (New Service Lateral)	M7
8	Weed Barrier Fabric & 4" Decomposed Granite Backfill	M8
9	Erosion/Sediment Control	M9
10	Traffic Control	M10
11	Job Site Safety	M11
12	Material Mark-up	M12
13	Labor Mark-up	M13
14	Equipment Rental Mark-up	M14
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	5" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW)	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	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
7	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
8	8" Flexible Base (Type A, Grade 4)	P7
9	6" Flexible Base (Type A, Grade 4)	P7
10	8" Crushed Limestone Base (Type A, Grade 1 - 2)	P8
11	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2)	P9
12	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P10
13	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P11
14	7" Concrete Fillet	P12
15	6" Concrete Fillet	P12
16	7" Concrete Valley Gutter	P13
17	6" Concrete Valley Gutter	P13
18	6" Concrete Alley Approach	P14
19	6" Commercial Concrete Driveway Approach	P15
20	6" Residential Concrete Driveway Approach	P15
21	Type A Concrete Curb & Gutter	P16
22	Type C Concrete Curb & Gutter	P16
23	3" Rollover Concrete Curb & Gutter	P16
24	Concrete Pedestrian Access Ramp	P17
25	4" Concrete Sidewalk	P18
26	Manhole Ring & Cover Adjustment	P19
27	Water Valve Box Ring & Cover Adjustment	P19
28	Flowable Fill / 2-Sack Backfill	P20

Traffic Items

1	4" Solid White Line	T1
2	4" Solid Yellow Line	T1
3	4" Dashed White Line	T1
4	4" Dashed Yellow Line	T1
5	24" Stop Bar	T1
6	18" Yield Line	T1
7	24" Yellow Hatch	T1
8	18" Crosswalk Line	T1
9	Yield Text	T2
10	Bike Logo	T2
11	Arrow	T2
12	4" PVC Pipe Conduit (Schedule 40 Electric)	T3
13	Light Pole Foundation	T4
14	Ground Box, TxDOT Type B with Apron	T5

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 install a Bollard per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, cutting, foundations, structures, reflectors, attachments, and appurtenances. Measurement and payment to be made per each bollard installed.

M3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

M4 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.

M5 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), and all appurtenances. Measurement and payment to be made per each water service connection installed.

M6 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, meter box, 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.

M7 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.

M8 Includes the necessary equipment, labor, materials, and incidentals to implement the Weed Barrier Fabric & Decomposed Granite Backfill per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per square yard.

M9 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.

M10 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.

M11 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.

M12 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.

M13 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.

M14 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 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 Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

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 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.

D6 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 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 placement of Reinforced Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all cutting, placement, color, pattern, reinforcement, jointing, fill, 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 placement of Crushed Limestone Base, 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.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Cement Stabilized Crushed Limestone Base, 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 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.

P12 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.

P13 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.

P14 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.

P15 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.

P16 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.

P17 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.

P18 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.

P19 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.

P20 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 reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers 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 striping center line.

T2 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

T4 Includes the necessary equipment, labor, materials, and incidentals for installation of Light Pole Foundation per the construction drawings and City of Midland standards and specifications, including all foundation material, anchors, wiring, and appurtenances. Measurement and payment to be made per each light pole foundation installed.

T5 Includes the necessary equipment, labor, materials, and incidentals for placement of Ground Box per the consturction drawings and City of Midland standards and specifications, including all excavation, apron, finishing, and appurtenances. Measurement and payment to be made per each ground box installed.

Thomason Mill And Inlay Paving Project
Pre-Bid Teleconference Meeting Agenda
Project No. BPU18-04
October 28, 2020; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email jferguson@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Rex Swearinger – Operations Planner, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - This project will include the removal and installation of pavement improvements, sidewalk improvements, some water improvements, 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 Thomason Drive with a roundabout at the Beal Parkway intersect, concrete pavement at several intersections, and mill-inlay pavement for most of the rest of the project.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: 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 30, 2020 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, the City of Midland's City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the

addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

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

- Bid Opening is Wednesday, November 4, 2020 at 2:00 PM in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - 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 Traffic Control for this project.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - The Bid Packet's Proposal section has been revised and is included as an attachment to this agenda. Bidders are directed to replace the original Proposal section of the Bid Packet in its entirety with the new attached version of the Proposal.
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal, not the quantities listed in the design drawings.
   - The Bid Packet's Pay Notes section has been revised and is included as an attachment to this agenda. Bidders are directed to replace the original Pay Notes section of the Bid Packet in its entirety with the new attached version of the Pay Notes.
   - At least one travel lane in each direction must be maintained at all times on Thomason Drive.
   - It is possible that the Thomason Drive utility bond project may still be in progress when this project begins. If this occurs the utility construction activity and utility contractor will have precedence on the job site, and the paving project construction activity will be restricted to locations that do not interfere with the utility construction operations.

10. Questions received to date and City responses:

Q: Stations at changes on plan sheets, and areas on the summary sheet, would be helpful.
A: Acknowledged.

Q: Bid Item D1 does not include Acklen area.
A: Proposal bid item Demolition Item quantity for Unclassified Roadway Excavation has been corrected per the attached, revised Proposal.

Q: Bid Item #D5, Remove Curb & Gutter, quantities for alley driveways, and fillets, sheets 8-15?
A: Proposal bid item Demolition Item quantity for Removal & Disposal of Existing Concrete Curb & Gutter has been corrected per the attached, revised Proposal.

Q: Acklen Drive, sheet 6, residential driveway, bid item?
A: Proposal and Pay Notes have been corrected to include bid item 6" Residential Concrete Driveway Approach and quantity.

Q: Bid item P1 does not include Acklen area.
A: Proposal bid item Subgrade Preparation (Depth ≤ 6") has been corrected per the attached, revised Proposal.

Q: Bid Item P7 calls for 10' wide sleeper slab, sheet 30c, detail I shows 6', which is correct? Are the Sleeper Slabs only on Thomason, quantity seems off?
A: Proposal Paving Item quantity for Concrete-Asphalt Pavement Transition Sleeper Slab has been revised to reflect a width of 6.0' per Sheet 30C, Detail I. Sleeper slabs are only utilized on Thomason Drive, not Acklen Drive.

Bid Item #P8, 6" Flexible Base (Type A, Grade 4).

Q: Grade 4 is "as shown on plans", I do not see this on the plans?
Q: Acklen Drive, sheet 4 shows 8", detail 201 shows 8" for 37' btb, no bid item?
Q: Thomason, sheet 6a shows 6" Type A, Grade 4 Base, Sheet 26 table shows 8" for 47' BtB, 12" for 77' BtB, roadway is 61' BtB, what is required?
Q: Thomason, sheet 78 shows 4" cement stabilized crushed limestone base, Grade 1 or 2, is cement stabilization required? Bid item for 4" flexible base? The 2014 TxDOT specification book does not have Grade 1 or Grade 2, what is required?
Q: Thomason, sheet 79 shows 8" of crushed limestone base, Grade 1 or 2, is this subsidiary to the 12" pavers? The 2014 TxDOT specification book does not have Grade 1 or Grade 2, what is required?
Q: Are the base details in the specifications, the Grade 4 requirements?

Q: Are the 6” base quantities for the temporary asphalt road surface included in the bid quantity?

A: The majority of Thomason Drive will refinish the existing base material and only add additional material where needed to supplement the existing material or replace problem sections per Sheet 7 of the construction drawing set.
6” flexible base will be placed for the temporary pavement at the Thomason Drive and Beal Parkway intersection where there is no existing base material per Sheets 46, 47, 61, 68, and 76.
4” cement stabilized crushed limestone base will be placed under the roundabout concrete pavement as indicated by Sheet 78, Detail I, and cement stabilization is required for this base material.
8” crushed limestone base will be placed under the roundabout pavers as indicated by Sheet 79, Detail 3.
8” flex base will be placed for Acklen Road. This line item will also be used to cover any additional base that the City Inspector determines is needed on Thomason Drive to replace existing base than cannot be reworked to an acceptable condition for the project. The Proposal and Pay Notes sections of the Bid Packet have been revised to account for all of these.
Grade 4 flexible base gradation for this project is to comply with the City of Midland’s standard specification for Flexible Base, Caliche, sheet Caliche 2, found attached to the end of the project’s bid packet or with a gradation of equal or better quality that is approved by the City Engineer unless otherwise noted.
Grade 1 and 2 are indicated in the 2014 TxDOT specification book on Page 126 under Item 247, Table 1.
There are no details located in the Specification section of the Bid Packet.

Q: Bid item P9, are you requiring prime under the 7” concrete pavement? The quantity reflects prime, there is no detail showing this.

A: Prime is not required under concrete pavement, only under asphalt pavement. The prime coat quantity has been corrected per the attached revised Proposal.

Q: Bid item P10, are you requiring tack under the 7” pavement & Roundabout? The quantity reflects tack, there is no detail showing this.

A: Tack is not required under concrete pavement, only between layers of asphalt pavement. The tack coat quantity has been corrected per the attached revised Proposal.

Q: Bid item P11, 7” Concrete Fillet, 895 sy. 76 ea* 6.89 = 523.64 sy + 76ea * 2 * 23.56 / 9 = 397.90 sy == 921.54 sy?

A: 7” Concrete Fillet bid item quantity has been corrected in revised Proposal.

Q: Bid item P12, 6” Concrete Fillet, 28sy quantity seems low for 4 ea, 15’ radii. Are you not replacing the curb & gutter in this quantity?

A: Existing curb and gutter will be removed and replaced at all locations where new fillets are placed. 6” Concrete Fillet bid item quantity has been corrected in revised Proposal.

Q: Sheets 8 – 15 show multiple PP to be relocated, when will this occur?

A: The City has asked Oncor for an update and will pass this information on if it becomes available. The last information relayed to the City approximately three (3) weeks ago was that Oncor was ordering material for the relocation but had not yet started.

Q: Sheet 46 calls for contractor to provide weed barrier fabric and backfill w/ decomposed granite to level with top of curb. Sheet 48, indicates landscaping by others, what is required in this area?

A: All islands are to utilize the week barrier fabric and backfill as directed in Note 4 on Sheets 46 – 48 and also as directed by Sheet 76.

Q: Sheet 78, detail “I”, calls for 3500 psi concrete on the 7” concrete pavement, is this correct?

A: Yes.

Q: Bid Item P25, Flowable Fill/ 2-Sack Backfill, 78 sy, should this be CY? Where is it used? Is it for the 24" patch on Acklen?
A: The Flowable Fill / 2-Sack Backfill item is for the flowable fill to be placed under the concrete rings when the water valves and manhole covers are adjusted to finished grade per the City standard details shown on Sheets 23 and 24.

Q: Sheet 84 indicates that Oncor will remove and install streetlights. Pay Note T5 indicates placement of the light poles by contractor, which is correct? What about the wiring in the conduit, no pay item? If the contractor is installing, more info is needed including pole and foundation requirements, voltages, wire sizes, and all that.
A: Contractor to furnish and install conduit, ground boxes, and light pole foundations. City to coordinate with Oncor to furnish and install cable, light poles, and fixtures. The bid item for Light Pole has been removed and replaced with a new bid item and quantity for Ground Box, TxDOT Type B with Apron as seen in the attached, revised Proposal and Pay Notes.

Q: Acklen, sheet 5 shows two light poles to be relocate, when will this occur?
A: The City has asked Oncor for an update and will pass this information on if it becomes available. The last information relayed to the City approximately three (3) weeks ago was that Oncor was ordering material for the relocation but had not yet started.

Q: Sheet 59, 60, 68, Paving Note R, 4" PVC (Irrigation) bid item?
A: Proposal has been corrected to include a bid item for 4" Irrigation Pipe Conduit (C-900 PVC) and its quantity.

Q: Sheet 87, Signs, bid item?
A: The City will furnish and install all permanent traffic signs. Bidders may disregard signs shown on Sheets 85 through 87.

Q: Bid Item P20, 3" Mountable Custom Curb & Gutter, detail?
A: This bid item has been removed from the revised Proposal.

Q: Do you want rebar in the valley gutters, alley returns, and/or driveways? #4's 16" ocew?
A: Yes in the valley gutters, no in the alley returns, and no in the driveways. Valley gutter rebar reinforcement will be #4 Rebar set at 16" OCEW.

11. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Office Phone: (432) 685-7290
Cell Phone: (432) 241-5078
Email: jferguson@midlandtexas.gov

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: Thomason Mill And Inlay Paving Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	4 EA	Bollard, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M2)	$_____	$_____
3)	160 LF	4" Irrigation Pipe Conduit (C-900 PVC), complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M3)	$_____	$_____
4)	1 EA	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M4)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	1 EA	2" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M5)	$_____	$_____
6)	10 LF	2" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M6)	$_____	$_____
7)	1 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M7)	$_____	$_____
8)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M8)	$_____	$_____
9)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M9)	$_____	$_____
10)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M10)	$_____	$_____
11)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M11)	%_____	$_N/A_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M12)	%_____	$_N/A_____
13)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M13)	%_____	$_N/A_____
Total Miscellaneous Items 1-13		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	16,000 SY	Unclassified Roadway Excavation (Depth ≤ 12”), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D1)	$_____	$_____
2)	4,100 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D2)	$_____	$_____
3)	300 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)	81,500 SY	5” Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	2,010 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
6)	1,410 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-6		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,900 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)	13,900 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)	610 SY	12” Pavers (Pavers, Sand, 8” Base), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	7,300 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)	10,800 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)	70 TON	Temporary 2” 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)	$_____	$_____
7)	960 SY	Concrete-Asphalt Pavement Transition Sleeper Slab (10’ Wide), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1,500 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)	$_____	$_____
9)	610 SY	6" 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)	$_____	$_____
10)	610 SY	8" Crushed Limestone Base (Type A, Grade 1 or 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
11)	4,800 SY	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 or 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
12)	13,300 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P10)	$_____	$_____
13)	6,530 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P11)	$_____	$_____
14)	1,000 SY	7" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	52 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
16)	1,160 SY	7" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
17)	72 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
18)	960 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____
19)	160 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____
20)	20 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____
21)	1,850 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
22)	1,290 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
23)	360 LF	3" Rollover Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
24)	1,220 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P17)	$_____	$_____
25)	880 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P18)	$_____	$_____
26)	2 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P19)	$_____	$_____
27)	72 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)	$_____	$_____
28)	76 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____
Total Paving Items 1-28		$_____		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	36,529 LF	4" Solid White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	20,474 LF	4" Solid Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	5,847 LF	4" Dashed White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
4)	17,668 LF	4" Dashed Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
5)	195 LF	24" Stop Bar, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
6)	79 LF	18" Yield Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
7)	98 LF	24" Yellow Hatch, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	436 LF	18" Crosswalk Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	6 EA	Yield Text, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	31 EA	Bike Logo, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	24 EA	Arrow, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	610 LF	4" PVC Pipe Conduit (Schedule 40 Electric), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T3)	$_____	$_____
13)	4 EA	Light Pole Foundation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	5 EA	Ground Box, TxDOT Type B with Apron, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T5)	$_____	$_____
Total Traffic Items 1-14		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
4. Traffic 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 _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

_____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

Thomason Mill And Inlay Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bollard	M2
3	4" Irrigation Pipe Conduit (C-900 PVC)	M3
4	12"x2" Tapping Saddle	M4
5	2" Water Service Connection	M5
6	2" Water Service Lateral	M6
7	Water Meter Installation (New Service Lateral)	M7
8	Erosion/Sediment Control	M8
9	Traffic Control	M9
10	Job Site Safety	M10
11	Material Mark-up	M11
12	Labor Mark-up	M12
13	Equipment Rental Mark-up	M13
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	5" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	12" Pavers (Pavers, Sand, 8" Base)	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY	P4
5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY	P5
6	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 1	P5
7	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
8	8" Flexible Base (Type A, Grade 4)	P7
9	6" Flexible Base (Type A, Grade 4)	P7
10	8" Crushed Limestone Base (Type A, Grade 1 or 2)	P8
11	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 or 2)	P9
12	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P10
13	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P11
14	7" Concrete Fillet	P12
15	6" Concrete Fillet	P12
16	7" Concrete Valley Gutter	P13
17	6" Concrete Valley Gutter	P13
18	6" Concrete Alley Approach	P14
19	6" Commercial Concrete Driveway Approach	P15
20	6" Residential Concrete Driveway Approach	P15
21	Type A Concrete Curb & Gutter	P16
22	Type C Concrete Curb & Gutter	P16
23	3" Rollover Concrete Curb & Gutter	P16
24	Concrete Pedestrian Access Ramp	P17
25	4" Concrete Sidewalk	P18
26	Manhole Ring & Cover Adjustment	P19
27	Water Valve Box Ring & Cover Adjustment	P19
28	Flowable Fill / 2-Sack Backfill	P20

Traffic Items

1	4" Solid White Line	T1
2	4" Solid Yellow Line	T1
3	4" Dashed White Line	T1
4	4" Dashed Yellow Line	T1
5	24" Stop Bar	T1
6	18" Yield Line	T1
7	24" Yellow Hatch	T1
8	18" Crosswalk Line	T1
9	Yield Text	T2
10	Bike Logo	T2
11	Arrow	T2
12	4" PVC Pipe Conduit (Schedule 40 Electric)	T3
13	Light Pole Foundation	T4
14	Ground Box, TxDOT Type B with Apron	T5

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 install a Bollard per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, cutting, foundations, structures, reflectors, attachments, and appurtenances. Measurement and payment to be made per each bollard installed.

M3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

M4 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.

M5 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), and all appurtenances. Measurement and payment to be made per each water service connection installed.

M6 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, meter box, 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.

M7 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.

M8 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.

M9 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.

M10 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.

M11 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.

M12 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.

M13 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 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 Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

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 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.

D6 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 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 placement of Pavers per the construction drawings and City of Midland standards and specifications, including all cutting, placement, base, fill, 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 placement of Crushed Limestone Base, 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.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Cement Stabilized Crushed Limestone Base, 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 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.

P12 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.

P13 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.

P14 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.

P15 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.

P16 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.

P17 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.

P18 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.

P19 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.

P20 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 reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers 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 striping center line.

T2 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

T4 Includes the necessary equipment, labor, materials, and incidentals for installation of Light Pole Foundation per the construction drawings and City of Midland standards and specifications, including all foundation material, anchors, wiring, and appurtenances. Measurement and payment to be made per each light pole foundation installed.

T5 Includes the necessary equipment, labor, materials, and incidentals for placement of Ground Box per the consturction drawings and City of Midland standards and specifications, including all excavation, apron, finishing, and appurtenances. Measurement and payment to be made per each ground box installed.

Pre-Bid Teleconference Meeting Attendance

BPU18-04

Thomason Mill And Inlay Paving Project

Date: 10-28-2020 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
√	Josh Ferguson	City of Midland	(432) 241-5078		jferguson@midlandtexas.gov
√	Matt Carr	City of Midland			mcarr@midlandtexas.gov
√	Michael Pacelli	City of Midland			mpacelli@midlandtexas.gov
√	Bobby Wojciechowski	City of Midland			bwojciechowski@midlandtexas.gov
√	Gabriel McClelland	City of Midland			gmcclelland@midlandtexas.gov
√	Jesus Perez	City of Midland			jperez@midlandtexas.gov
	Taha Sakrani	City of Midland			tsakrani@midlandtexas.gov
	Michael Williams	City of Midland			mwilliams@midlandtexas.gov
√	Andrew Mellen	Maverick Engineering			amellen@maverick-eng.com
√	Andrew Hicks	Maverick Engineering			ahicks@maverick-eng.com
	Carter Hill	Tierra Lease Service			chill@tierraleaseservice.com
√	Iliana Guillen	Torre's Trucking			torrestruckingrequests@gmail.com
√	Cody Chitty	Jones Bros.			c.chitty@jonesdp.com
√	Erika ~~Hinojosa~~ Martinez	CoM			emunoz@midlandtexas.gov
√	Kenneth Ford	Jones Bros.			
√	Eric Maul	Barricades Unlimited			
√	Mike Hester	Reece Albert			
√	Jessie Ramirez	Reece Albert			
√	Clint Harmon	CoM			
√	Brent	Desert Paving			
√	Adrian Perez	JD King			

MIDLAND
Engineering Services

ADDENDUM #02

Project Number BPU18-04

TO ALL BIDDERS ON THE SUBJECT BID: **Thomason Mill And Inlay Paving Project**

ADDENDUM #02

DATE: November 3, 2020

1. Q/A and Clarification
2. Revised Proposal
3. Addendum 01 Pay Notes

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

November 3, 2020
Date

Kenneth Ford
Please Print Above Name

432-332-0721
Phone

Thomason Mill And Inlay Paving Project
Project Number BPU18-04

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: All information provided in Addendum 01 remains in effect unless specifically addressed in Addendum 02.

Clarification: The Proposal section of the bid packet has been revised. The revised version is attached to this Addendum 02. Bidders are to remove all previous versions of the Proposal section in their entirety and replace them with the attached revision. Specifically, this revision corrects the Unclassified Roadway Excavation (Depth ≤ 12") quantity to be 18,000 SY.

Clarification: The Pay Notes section of the bid packet is unchanged from the revision included with Addendum 01. A copy of the final version of the Pay Notes to be used by Bidders is attached to this Addendum 02 for the sake of completeness.

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: Thomason Mill And Inlay Paving Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	4 EA	Bollard, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M2)	$_____	$_____
3)	160 LF	4" Irrigation Pipe Conduit (C-900 PVC), complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M3)	$_____	$_____
4)	1 EA	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M4)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	1 EA	2" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M5)	$_____	$_____
6)	10 LF	2" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M6)	$_____	$_____
7)	1 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M7)	$_____	$_____
8)	750 SY	Weed Barrier Fabric And 4" Decomposed Granite Backfill, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M8)	$_____	$_____
9)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M9)	$_____	$_____
10)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M10)	$_____	$_____
11)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M11)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M12)	%_____	$_N/A_____
13)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M13)	%_____	$_N/A_____
14)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M14)	%_____	$_N/A_____
Total Miscellaneous Items 1-14		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,000 SY	Unclassified Roadway Excavation (Depth ≤ 12”), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D1)	$_____	$_____
2)	4,100 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D2)	$_____	$_____
3)	150 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)	81,500 SY	5” Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	2,010 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
6)	1,410 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-6		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,900 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)	13,900 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)	610 SY	6” Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18” OCEW), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	7,300 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)	10,800 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)	70 TON	Temporary 2” 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)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	960 SY	Concrete-Asphalt Pavement Transition Sleeper Slab (6' Wide), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
8)	1,500 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)	$_____	$_____
9)	610 SY	6" 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)	$_____	$_____
10)	610 SY	8" Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
11)	4,800 SY	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
12)	13,300 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P10)	$_____	$_____
13)	6,530 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P11)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	1,000 SY	7" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
15)	52 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
16)	1,160 SY	7" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
17)	72 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
18)	960 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____
19)	160 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____
20)	20 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
21)	1,850 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
22)	1,290 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
23)	360 LF	3" Rollover Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
24)	1,220 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P17)	$_____	$_____
25)	880 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P18)	$_____	$_____
26)	2 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P19)	$_____	$_____
27)	72 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)	$_____	$_____
28)	76 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Paving Items 1-28		$_____		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	36,529 LF	4" Solid White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	20,474 LF	4" Solid Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	5,847 LF	4" Dashed White Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
4)	17,668 LF	4" Dashed Yellow Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
5)	195 LF	24" Stop Bar, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
6)	79 LF	18" Yield Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
7)	98 LF	24" Yellow Hatch, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	436 LF	18" Crosswalk Line, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	6 EA	Yield Text, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	31 EA	Bike Logo, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	24 EA	Arrow, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	610 LF	4" PVC Pipe Conduit (Schedule 40 Electric), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T3)	$_____	$_____
13)	4 EA	Light Pole Foundation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	5 EA	Ground Box, TxDOT Type B with Apron, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T5)	$_____	$_____
Total Traffic Items 1-14		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
4. Traffic 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 _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

_____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

Thomason Mill And Inlay Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bollard	M2
3	4" Irrigation Pipe Conduit (C-900 PVC)	M3
4	12"x2" Tapping Saddle	M4
5	2" Water Service Connection	M5
6	2" Water Service Lateral	M6
7	Water Meter Installation (New Service Lateral)	M7
8	Weed Barrier Fabric & 4" Decomposed Granite Backfill	M8
9	Erosion/Sediment Control	M9
10	Traffic Control	M10
11	Job Site Safety	M11
12	Material Mark-up	M12
13	Labor Mark-up	M13
14	Equipment Rental Mark-up	M14
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	5" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	6" Reinforced Concrete Pavement (Integral Color, Pattern To Be Determined, #6 Rebar At 18" OCEW)	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	Temporary 2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
7	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
8	8" Flexible Base (Type A, Grade 4)	P7
9	6" Flexible Base (Type A, Grade 4)	P7
10	8" Crushed Limestone Base (Type A, Grade 1 - 2)	P8
11	4" Cement Stabilized Crushed Limestone Base (Type A, Grade 1 - 2)	P9
12	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P10
13	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P11
14	7" Concrete Fillet	P12
15	6" Concrete Fillet	P12
16	7" Concrete Valley Gutter	P13
17	6" Concrete Valley Gutter	P13
18	6" Concrete Alley Approach	P14
19	6" Commercial Concrete Driveway Approach	P15
20	6" Residential Concrete Driveway Approach	P15
21	Type A Concrete Curb & Gutter	P16
22	Type C Concrete Curb & Gutter	P16
23	3" Rollover Concrete Curb & Gutter	P16
24	Concrete Pedestrian Access Ramp	P17
25	4" Concrete Sidewalk	P18
26	Manhole Ring & Cover Adjustment	P19
27	Water Valve Box Ring & Cover Adjustment	P19
28	Flowable Fill / 2-Sack Backfill	P20

Traffic Items

1	4" Solid White Line	T1
2	4" Solid Yellow Line	T1
3	4" Dashed White Line	T1
4	4" Dashed Yellow Line	T1
5	24" Stop Bar	T1
6	18" Yield Line	T1
7	24" Yellow Hatch	T1
8	18" Crosswalk Line	T1
9	Yield Text	T2
10	Bike Logo	T2
11	Arrow	T2
12	4" PVC Pipe Conduit (Schedule 40 Electric)	T3
13	Light Pole Foundation	T4
14	Ground Box, TxDOT Type B with Apron	T5

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 install a Bollard per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, cutting, foundations, structures, reflectors, attachments, and appurtenances. Measurement and payment to be made per each bollard installed.

M3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

M4 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.

M5 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), and all appurtenances. Measurement and payment to be made per each water service connection installed.

M6 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, meter box, 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.

M7 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.

M8 Includes the necessary equipment, labor, materials, and incidentals to implement the Weed Barrier Fabric & Decomposed Granite Backfill per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per square yard.

M9 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.

M10 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.

M11 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.

M12 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.

M13 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.

M14 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 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 Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

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 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.

D6 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 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 placement of Reinforced Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all cutting, placement, color, pattern, reinforcement, jointing, fill, 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 placement of Crushed Limestone Base, 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.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Cement Stabilized Crushed Limestone Base, 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 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.

P12 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.

P13 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.

P14 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.

P15 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.

P16 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.

P17 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.

P18 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.

P19 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.

P20 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 reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers 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 striping center line.

T2 Includes the necessary equipment, labor, materials, and incidentals for the application of Reflective Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Conduit per the construction drawings and City of Midland standards and specifications, including all trenching, embedment, backfill, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all boxes, fittings, structures, and appurtenances.

T4 Includes the necessary equipment, labor, materials, and incidentals for installation of Light Pole Foundation per the construction drawings and City of Midland standards and specifications, including all foundation material, anchors, wiring, and appurtenances. Measurement and payment to be made per each light pole foundation installed.

T5 Includes the necessary equipment, labor, materials, and incidentals for placement of Ground Box per the consturction drawings and City of Midland standards and specifications, including all excavation, apron, finishing, and appurtenances. Measurement and payment to be made per each ground box installed.

CITY OF MIDLAND
THOMASON MILL AND INLAY PAVING PROJECT
2019 TRANSPORTATION PROJECT NUMBER: BPU18-04
JULY 2020

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER PAGE
2 THRU 3	MASTER LAYOUT / SITE MAP
4 THRU 5	GENERAL NOTES
6 THRU 6A	QUANTITY SUMMARY
7	TYPICAL SECTIONS
8 THRU 15	THOMASON DRIVE PLAN SHEETS
16	THORNRIDGE DRIVE GRADING PLAN
17	S. BENTWOOD DRIVE GRADING PLAN
18	S. GLENWOOD DRIVE GRADING PLAN
19	S. DEWBERRY DRIVE GRADING PLAN
20	S. EISENHOWER DRIVE GRADING PLAN
21	MONTY DRIVE GRADING PLAN
22	DEVONIAN DRIVE GRADING PLAN
23 THRU 30C	PAVING DETAILS
31 THRU 32	EROSION CONTROL PLAN
33 THRU 34	EROSION CONTROL DETAILS
35	WATER VALVE COORDINATION SHEET
36	POWER POLE AND MANHOLE COORDINATION SHEET
37	ADA RAMP COORDINATION SHEET
38 THRU 45	PAVEMENT MARKING PLAN THOMASON DRIVE
46	ROUNDABOUT PHASE 1
47	ROUNDABOUT PHASE 2
48	ROUNDABOUT PHASE 3
49 THRU 52	ROUNDABOUT DIMENSIONAL PLAN
53	ROUNDABOUT DIMENSIONAL LINE AND CURVE TABLES
54	ROUNDABOUT PHASE 1 SWPPP
55 THRU 57	ROUNDABOUT PHASE 1 TRAFFIC CONTROL
58	ROUNDABOUT PHASE 1 DEMOLITION PLAN
59 THRU 61	ROUNDABOUT PHASE 1 PAVING & GRADING PLAN
62	ROUNDABOUT PHASE 2 SWPPP
63 THRU 65	ROUNDABOUT PHASE 2 TRAFFIC CONTROL
66	ROUNDABOUT PHASE 2 DEMOLITION PLAN
67 THRU 69	ROUNDABOUT PHASE 2 PAVING & GRADING PLAN
70	ROUNDABOUT PHASE 3 SWPPP
71 THRU 73	ROUNDABOUT PHASE 3 TRAFFIC CONTROL
74	ROUNDABOUT PHASE 3 DEMOLITION PLAN
75 THRU 76	ROUNDABOUT PHASE 3 PAVING & GRADING PLAN
77	BENCHMARK PLAN
78 THRU 83	CONSTRUCTION DETAILS
84	ROUNDABOUT LIGHTING PLAN
85 THRU 86	ROUNDABOUT STRIPING PLAN
87	ROUNDABOUT STRIPING PLAN NOTES

MAYOR

PATRICK PAYTON

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CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

MIDLAND Engineering Services

TDLR REVIEW REQUIRED

811 Know what's below. Call before you dig.

CONTRACTOR _____

DATE CONTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

SUBMITTED 09/21/2020

P.E.
ENGINEER

RECOMMENDED 10/9/2020

P.E.
CITY ENGINEER

RECOMMENDED 10/9/2020

ENGINEERING SERVICES DIRECTOR

CITY OF MIDLAND APPROVED 10.09.2020 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

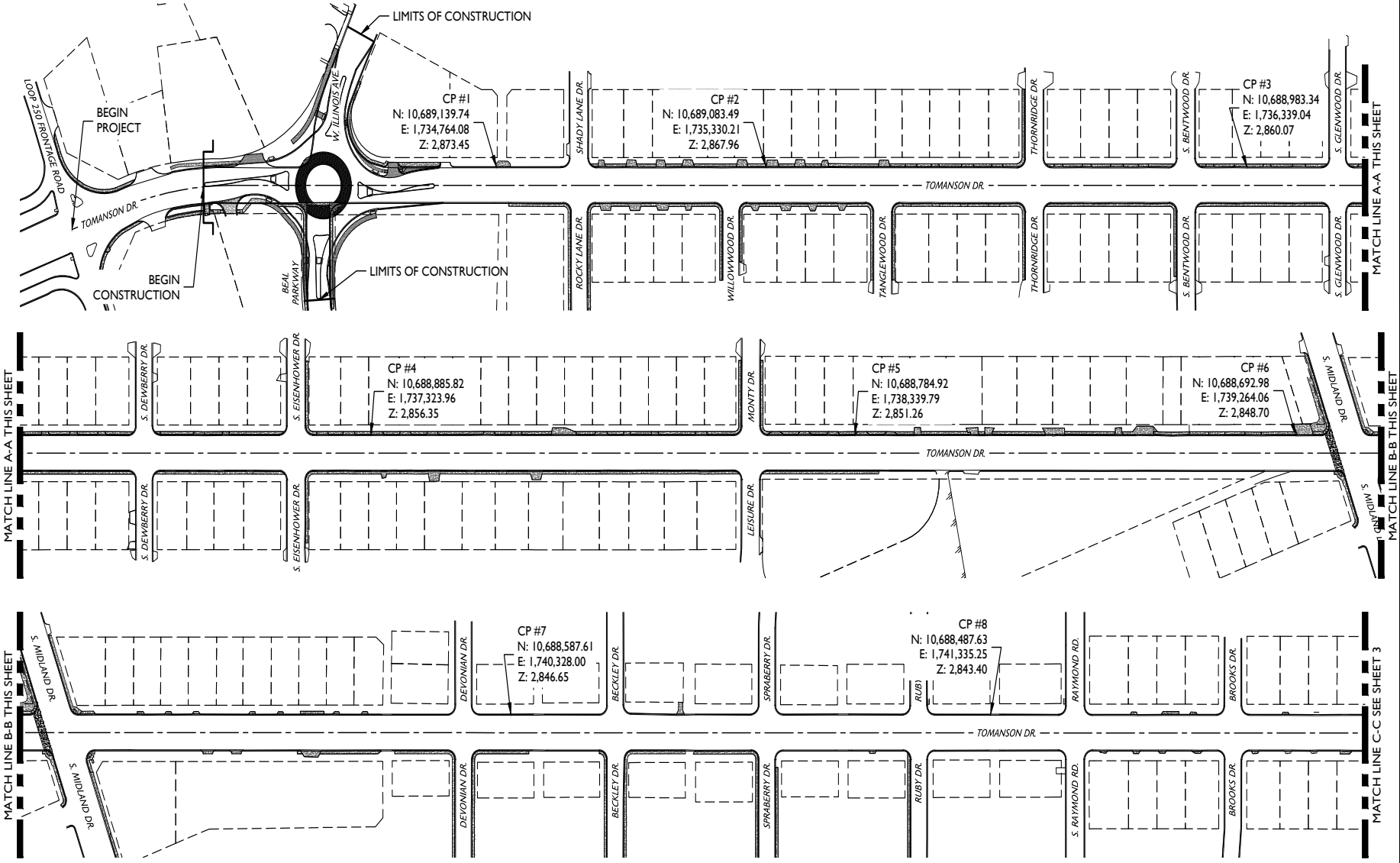
This issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction. 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
09/21/2020

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MASTER LAYOUT / SITE MAP
MILL AND INLAY



0' 200' 400' 600'

SCALE 1" = 200'

SEE SHEET 3 FOR CONTROL POINT TABLE

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET 8.515 November 17, 2020

10.09.2020

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DATE: 03/07/2019	

REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

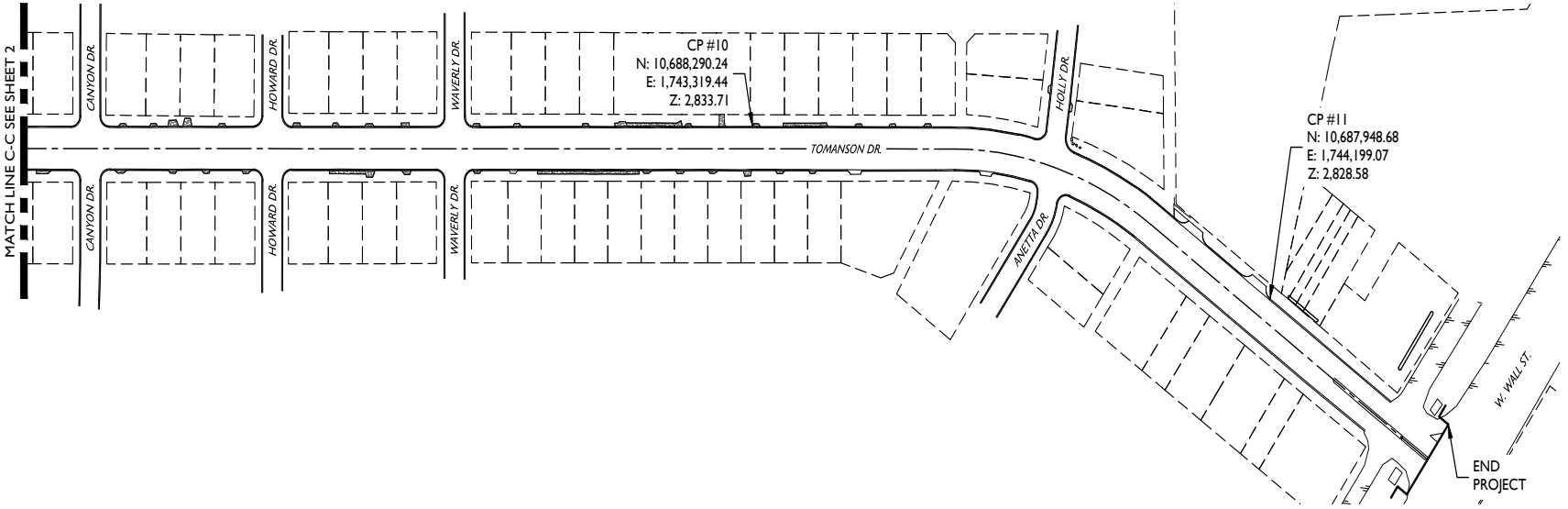
MASTER LAYOUT SITE MAP

2

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MASTER LAYOUT / SITE MAP
MILL AND INLAY



LIST OF STREETS				
BID IDENTIFIER	NAME	FROM	TO	LENGTH MILE
BASE	THOMASON DR	W. ILLINOIS AV	W. WALL AV	1.95

CONTROL POINT TABLE / SET MAG NAIL			
POINT #	NORTHING	EASTING	ELEVATION
1	10,689,139.74	1,734,764.08	2,873.45
2	10,689,083.49	1,735,330.21	2,867.96
3	10,688,983.34	1,736,339.04	2,860.07
4	10,688,885.82	1,737,323.96	2,856.35
5	10,688,784.92	1,738,339.79	2,851.26
6	10,688,692.98	1,739,264.06	2,848.70
7	10,688,587.61	1,740,328.00	2,846.65
8	10,688,487.63	1,741,335.25	2,843.40
9	10,688,382.97	1,742,384.84	2,840.05
10	10,688,290.24	1,743,319.44	2,833.71
11	10,687,948.68	1,744,199.07	2,828.58

0' 200' 400' 600'

SCALE 1" = 200'

PACKET 8.516 November 17, 2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
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MASTER LAYOUT
SITE MAP

3

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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 AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD CONSTRUCTION REQUIREMENTS, SPECIFICATION AND DETAILS UNLESS OTHERWISE INDICATED IN THESE CONSTRUCTION DRAWINGS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE MILL AND INLAY PROJECT.
3. CONTRACTOR IS RESPONSIBLE FOR OBSERVING AND COMPLYING WITH ALL FEDERAL AND STATE REGULATIONS AND REQUIREMENTS.
4. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT CONSTRUCTION.
5. THE INTENT OF THE MILL/OVERLAY PROJECT AT ALL ADJACENT STREET AND INTERSECTIONS INCLUDES SURFACE IMPROVEMENTS AND DRAINAGE IMPROVEMENTS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE MILL AND INLAY AREAS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL REQUIRED TESTING FOR ANY AND ALL MATERIALS AND WORKMANSHIP PERFORMED OR INSTALLED AS PART OF THE PROJECT'S WORK. THE COST OF ALL SUCH TESTING SHALL BE BORNE SOLELY BY THE CONTRACTOR. THE COST OF TESTING REWORK RESULTING FROM A FAILED TEST WILL ALSO BE BORNE BY THE CONTRACTOR. CONTRACTORS' COOPERATION WILL BE REQUIRED FOR MATERIAL SAMPLING BY THE CITY'S MATERIAL TESTING CONSULTANT.
7. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT.
8. 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.
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.

REQUIRED TESTING AND PROOF OF REPORTING WILL INCLUDE:

BASE – ALL BASE COURSES SHALL BE PROOF ROLLED IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS. ALL AREAS IDENTIFIED AS FAILING DURING PROOF ROLLING SHALL BE REPAIRED IN A METHOD APPROVED BY THE ENGINEER.

ASPHALT HOT MIX - A NUCLEAR GAGE DENSITY TEST WILL BE REQUIRED FOR EVERY 250 LINEAR FEET OF ASPHALT PASS. THE ACCEPTABLE FIELD DENSITY RANGE FOR CONSTRUCTION OF THIS PROJECT SHALL BE 92% - 98% WITH A TARGET DENSITY OF 95%. TEST RESULTS SHALL BE GIVEN TO THE ENGINEER UPON COMPLETION OF EACH TEST.

ASPHALT HOT MIX - A NUCLEAR GAGE DENSITY TEST WILL BE REQUIRED FOR EVERY 250 LINEAR FEET OF ASPHALT PASS. THE ACCEPTABLE FIELD DENSITY RANGE FOR CONSTRUCTION OF THIS PROJECT SHALL BE 92% - 98% WITH A TARGET DENSITY OF 95%. TEST RESULTS SHALL BE GIVEN TO THE ENGINEER UPON COMPLETION OF EACH TEST.

CONCRETE - 1 SLUMP TEST FOR EVERY CYLINDER SET (3 TEST CYLINDERS), AND NO LESS THAN 1 CYLINDER SET PER DAY WHEN CONCRETE IS PLACED. TEST RESULTS SHALL BE GIVEN TO THE ENGINEER UPON COMPLETION OF EACH TEST, 1 CYLINDER SET FOR EVERY:

A. EVERY 50 CY OF CONCRETE PLACED ON CONCRETE STREET INTERSECTION
B. 2 SETS OF FILLETS AND VALLEY GUTTERS AT STREET APPROACHES (1 SET = 2 FILLETS AND 1 VALLEY GUTTER)
C. THERE WILL BE NO TESTING FOR CURB, RAMPS, AND SIDEWALKS.

10. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.

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 SHALL 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.

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.

ALL AREA IDENTIFIED AS FAILING DURING PROOF - ROLLING SHALL BE REPAIRED PRIOR TO PAVING.

3. 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.
4. 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. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE MILLED AREA, OR THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
3. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
4. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
5. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
6. USE POLYPROPYLENE FIBER REINFORCING WHEN SPECIFIC AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
7. PRIME COAT WILL BE APPLIED AS PER CITY STANDARD SPECIFICATION ON TOP OF ALL PREPARED BASE COURSE SURFACES.
8. 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.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

November 17, 2020
09/24/2020

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MIDLAND Engineering Services

MILL AND INLAY
GENERAL NOTES

4

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10.09.2020

GENERAL NOTES

10. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
11. CONSTRUCT HYDRAULIC CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
12. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE 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.
13. PROVIDE CONCRETE WITH A SLUMP IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
14. 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.
15. 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.
16. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

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.
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.

PAVEMENT MARKING:

1. IF REQUIRED TO REMOVE EXISTING PAVEMENT MARKINGS AND MARKERS, CONTRACTOR IS TO REPAIR EXCESSIVE 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 DISPOSAL OF TEMPORARY MARKER TABS FROM THE PROJECT IN COORDINATION WITH THE PLACEMENT OF NEW MARKINGS.
4. NON-REMOVABLE WORK ZONE PAVEMENT MARKINGS WILL BE PAINT 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 I, FOR LONG-LINE MARKINGS, AND EITHER ITEM 666, TYPE I, OR 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, 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 THE DISCHARGE WATER.
13. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE REMOVED FROM THE 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. THIS WORK IS SUBSIDIARY TO MOBILIZATION.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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F:\2018\180072-CITY OF MIDLAND-THOMASON PAVING IMPROVEMENTS\DRAWINGS\CIVIL CONSTRUCTION PLANS\MILL INLAY CONSTRUCTION PLANS\180072 05 GENERAL NOTES.DWG

Know what's below. Call before you dig.

DESCRIPTION	REV. NO.	DATE	BY

DRAWN BY: MD
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

GENERAL NOTES

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F:\2018\18072-CITY OF MIDLAND-THOMASON PAVING IMPROVEMENTS\DRAWINGS\CIVIL CONSTRUCTION PLANS\MILL INLAY CONSTRUCTION PLANS\18072 06 QUANTITIES SUMMARY THOMASON.DWG

SUMMARY OF TRAFFIC ITEMS

	4" SOLID WHITE LINE	4" SOLID YELLOW LINE	4" DASHED WHITE LINE	4" DASHED YELLOW LINE	24" STOP BAR	18" YIELD LINE	24" YELLOW HATCH	18" CROSSWALK LINE	YIELD TEXT	BIKE LOGO	ARROW	4" PVC PIPE CONDUIT	LIGHT POLE FOUNDATION	LIGHT POLE
UNIT	LF	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	LF	EA	EA
DEPTH	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	–	–	–
RATE	–	–	2FT. LINE / 4 FT. GAP	2FT. LINE / 4 FT. GAP	–	–	–	–	–	–	–	–	–	–
SHEET 38	3,724	1,911	360	1,911	0	0	0	0	0	5	0	0	0	0
SHEET 39	3,872	2,250	595	2,250	0	0	0	0	0	5	0	0	0	0
SHEET 40	4,756	2,517	267	2,517	0	0	0	0	0	4	0	0	0	0
SHEET 41	5,296	3,173	855	2,150	155	0	0	268	0	2	8	0	0	0
SHEET 42	3,704	2,095	463	2,095	0	0	0	0	0	3	0	0	0	0
SHEET 43	3,508	2,052	573	2,052	0	0	0	0	0	4	0	0	0	0
SHEET 44	4,200	2,232	260	2,232	0	0	0	0	0	3	0	0	0	0
SHEET 45	2,008	1,655	784	1,280	40	0	60	0	0	2	2	0	0	0
SHEET 46	1,622	0	806	0	0	0	0	0	0	0	0	0	0	0
SHEET 47	1,652	485	0	565	0	0	0	0	0	0	0	0	0	0
SHEET 84	1,784	1,512	884	416	0	79	38	168	6	1	14	0	0	0
SHEET 85	403	592	0	200	0	0	0	0	0	2	0	603	4	4
TOTALS:	36,529	20,474	5,847	17,668	195	79	98	436	6	31	24	603	4	4

SUMMARY OF DEMOLITION ITEMS

	UNDLASSIFIED ROADWAY EXCAVATION	SAWCUTTING	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED PAVEMENT	5" MILLING UNCLASSIFIED ASPHALT PAVEMENT	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE SIDEWALK & RAMPS
UNIT	SY	LF	SY	SY	LF	SY
DEPTH	<12" TYP.	2-4" TYP.	6" TYP.	5"	–	4-6" TYP.
RATE	–	–	–	–	–	–
SHEET 08	0	203	0	7,804	0	178
SHEET 09	5,215	707	0	11,687	0	186
SHEET 10	2,649	392	0	10,613	0	108
SHEET 11	0	0	125	8,784	0	0
SHEET 12	1,281	321	0	9,681	0	83
SHEET 13	0	273	0	10,141	0	10
SHEET 14	0	133	0	9,127	0	0
SHEET 15	0	66	0	6,853	0	0
SHEET 46	3,013	0	0	0	0	0
SHEET 47	1,527	0	0	0	0	0
SHEET 48	1,215	0	0	0	0	0
SHEET 58	0	936	0	3,976	1,105	546
SHEET 66	0	531	0	1,508	206	197
SHEET 74	0	383	0	1,300	0	0
TOTALS:	14,900	7,945	125	81,474	1,311	1,308

SUMMARY OF MISCELLANEOUS ITEMS

	BOLLARD	12" X 2" TAPPING SADDLE FOR WATER SERVICE CONNECTION	2" WATER SERVICE CONNECTION	2" WATER SERVICE LATERAL	WATER METER INSTALLATION	STABILIZED CONSTRUCTION ENTRANCE	SILT FENCE	FIBER WATTLE
UNIT	EA	EA	EA	LF	EA	SY	LF	LF
DEPTH	–	–	–	–	–	–	–	–
RATE	–	–	–	–	–	–	–	–
SHEET 15	4	0	0	0	0	0	0	0
SHEET 54	0	0	0	0	0	333	1,044	840
SHEET 62	0	0	0	0	0	222	569	491
SHEET 70	0	0	0	0	0	0	0	385
SHEET 75	0	1	1	10	1	0	0	0
TOTALS:	4	1	1	10	1	555	1613	1716

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

10.09.2020

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QUANTITY SUMMARY

6

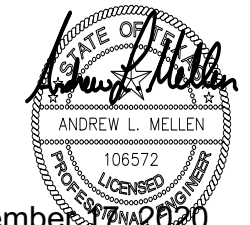
SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	7" JOINTED CONCRETE PAVEMENT	12" PAVER SECTION (PAVERS, SAND, 8" BASE)	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	3" TYPE C HMAC ASPHALT PAVEMENT SURFACE COURSE (PG64-22)	TEMPORARY 2" TYPE C HMAC ASPHALT PAVEMENT SURFACE COURSE (PG64-22)	CONCRETE-ASPHALT PAVEMENT SLEEPER SLAB (10' WIDE)	6" FLEXIBLE BASE (TYPE A, GRADE 4)	BITUMINOUS PRIME COAT (MC-30 or AEP)	BITUMINOUS TACK COAT (MC-30 or AEP)	7" CONCRETE FILLET	7" CONCRETE VALLEY GUTTER
UNIT	SY	SY	SY	TON	TON	TON	SY	SY	GAL	GAL	SY	SY
DEPTH	0-6" TYP.	7"	12"	2"	3"	2"	6"	6"	–	–	7"	7"
RATE	–	–	–	220 LBS/SY	330 LBS/SY	220 LBS/SY	–	–	0.20 GAL/SY	0.10 GAL/SY	–	–
SHEET 08	60	0	0	921.69	1,382.54	0.00	0	0	1,561	780	102	156
SHEET 09	5,215	5,215	0	711.92	1,067.88	0.00	2,612	5,215	2,337	1,169	200	0
SHEET 10	2,649	2,649	0	876.04	1,314.06	0.00	1,306	2,649	2,123	1,061	100	0
SHEET 11	0	0	0	966.24	1,449.36	0.00	653	0	1,757	878	0	322
SHEET 12	1,768	1,281	0	901.67	1,352.51	0.00	0	1,281	1,936	968	151	148
SHEET 13	114	0	0	1,070.30	1,605.45	0.00	0	0	2,028	1,014	192	305
SHEET 14	0	0	0	981.64	1,472.46	0.00	0	0	1,825	913	96	148
SHEET 15	238	0	0	742.06	1,113.09	0.00	0	0	1,371	685	54	77
SHEET 46	4,118	3,013	0	0.00	0.00	39.93	494	3,376	0	398	0	0
SHEET 47	1,930	1,687	0	0.00	0.00	26.18	256	1,925	0	151	0	0
SHEET 48	1,617	0	603	0.00	0.00	0.00	0	0	0	130	0	0
SHEET 60	0	0	0	0.00	0.00	0.00	0	0	0	0	0	0
SHEET 75	0	0	0	0.00	0.00	0.00	0	0	0	0	0	0
SHEET 83	0	0	0	0.00	0.00	0.00	0	0	0	0	0	0
TOTALS:	17,709	13,845	603	7,171.56	10,757.34	66.11	5,321.00	14,446	14,938	8,147	895	1156

SUMMARY OF PAVING ITEMS

	6" CONCRETE ALLEY APPROACH	6" COMMERCIAL CONCRETE DRIVEWAY APPROACH	TYPE A CONCRETE CURB & GUTTER	TYPE C CONCRETE CURB & GUTTER	3" ROLLOVER CONCRETE CURB & GUTTER	3" MOUNTABLE CUSTOM CONCRETE CURB & GUTTER	CONCRETE PEDESTRIAN ACCESS RAMP	4" CONCRETE SIDEWALK	MANHOLE RING & COVER ADJUSTMENT	WATER VALVE BOX RING & COVER ADJUSTMENT
UNIT	SY	SY	LF	LF	LF	LF	SY	SY	EA	EA
DEPTH	6"	6"	–	–	–	–	4"	4"	–	–
RATE	–	–	–	–	–	–	–	–	–	–
SHEET 08	60	0	0	0	0	0	114	0	1	7
SHEET 09	0	0	0	0	0	0	285	0	0	14
SHEET 10	0	0	0	0	0	0	57	0	0	7
SHEET 11	0	0	0	0	0	0	36	0	0	1
SHEET 12	487	0	0	0	0	0	171	7	0	10
SHEET 13	114	0	0	0	0	0	228	0	0	14
SHEET 14	0	0	0	0	0	0	113	0	0	7
SHEET 15	238	0	0	0	0	0	60	0	0	6
SHEET 46	0	0	1,029	629	0	0	74	371	0	0
SHEET 47	0	160	204	400	0	0	27	240	0	0
SHEET 48	0	0	0	0	245	358	0	0	0	0
SHEET 60	0	0	0	0	0	0	0	0	0	1
SHEET 75	0	0	0	0	0	0	0	0	0	5
SHEET 83	0	0	0	0	0	0	0	0	0	0
TOTALS:	899	160	1,233	1,029	245	358	1,165	618	1	72

* FOR CONTRACTOR INFORMATION ONLY



09/21/2020

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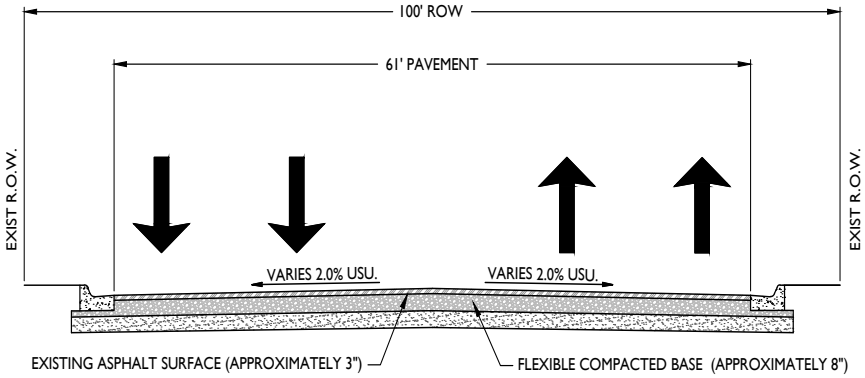
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QUANTITY SUMMARY

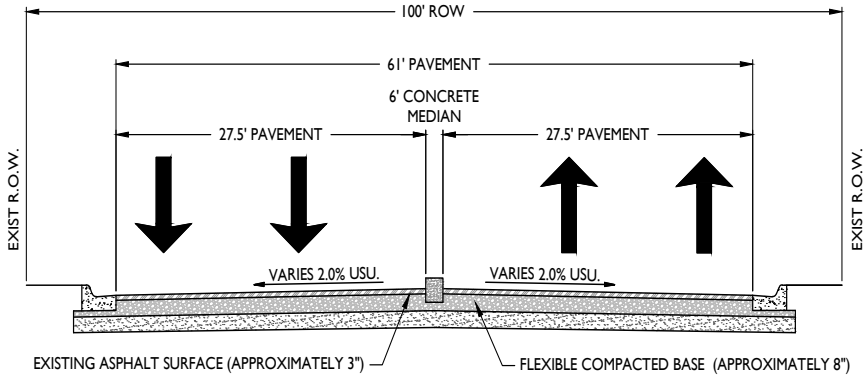
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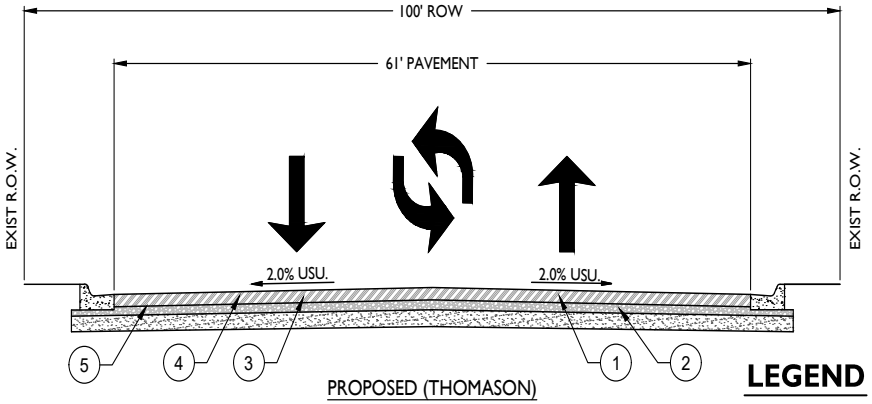
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EXISTING (THOMASON)
STA. 0+00 TO STA. 101+35.90
N.T.S.



EXISTING (THOMASON)
STA. 101+35.90 TO STA. 102+90.90
N.T.S.

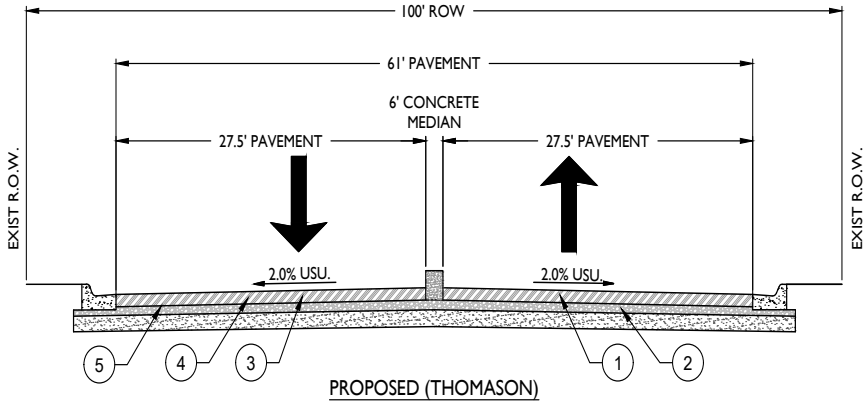


PROPOSED (THOMASON)
STA. 3+00 TO STA. 15+21.51
STA. 15+92.32 TO STA. 18+41.15
STA. 19+11.94 TO STA. 21+63.23
STA. 22+30.26 TO STA. 24+83.18
STA. 25+50.17 TO STA. 28+01.59
STA. 28+72.36 TO STA. 38+60.41
STA. 38+31.29 TO STA. 50+18.72
STA. 51+21.65 TO STA. 58+80.77
STA. 59+47.54 TO STA. 101+35.90
N.T.S.

NOTE: SEE LANE DIMENSIONS ON PAVEMENT MARKING PLAN SHEET

LEGEND

1. MILL 5" (CONTRACTOR PROPERTY)
2. REFINISH BASE AND PRIME
3. PLACE 3" TYPE C HOTMIX
4. PLACE 2" TYPE D HOTMIX
5. TACK COAT

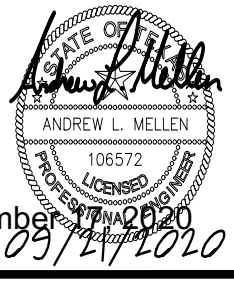


PROPOSED (THOMASON)
STA. 101+35.90 TO STA. 102+90.90
N.T.S.

NOTE: SEE LANE DIMENSIONS ON PAVEMENT MARKING PLAN SHEET

Thomason Cores - taken June 2019

Location	Thickness
3406 Thomason (WB Outside Lane)	2.97"
3417 Thomsason (EB Outside Lane)	2.85"
3806 Thomason (WB Inside Lane)	2.85"
4007 Thomason (EB Inside Lane)	2.56"
4200 Thomason (WB Outside Lane)	2.75"
4307 Thomason (EB Inside Lane)	3.04"
4402 Thomason (WB Inside Lane)	2.67"
4412 Thomsason (EB Inside Lane)	2.78"
4617 Thomason (EB Inside Lane)	2.62"
4702 Thomason (WB Outside Lane)	3.1"
5103 Thomason (EB Outside Lane)	2.[illegible]
5210 Thomason (WB Inside Lane)	2.52"



09/21/2020

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DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

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TYPICAL SECTIONS

7

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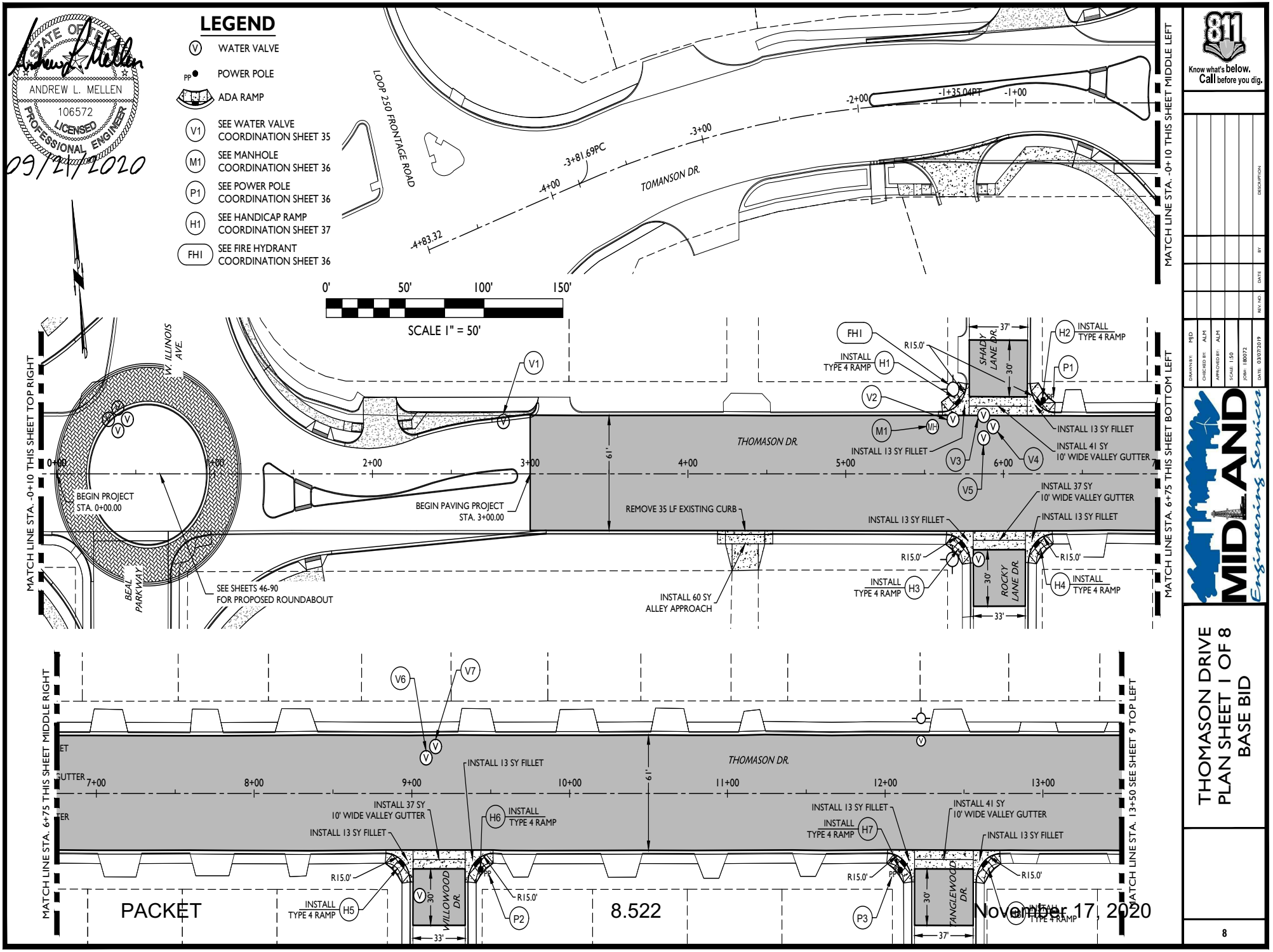
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PACKET

8.521

November 17, 2020

10.09.2020



ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
09/21/2020

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REV. NO.	DATE	BY	DESCRIPTION

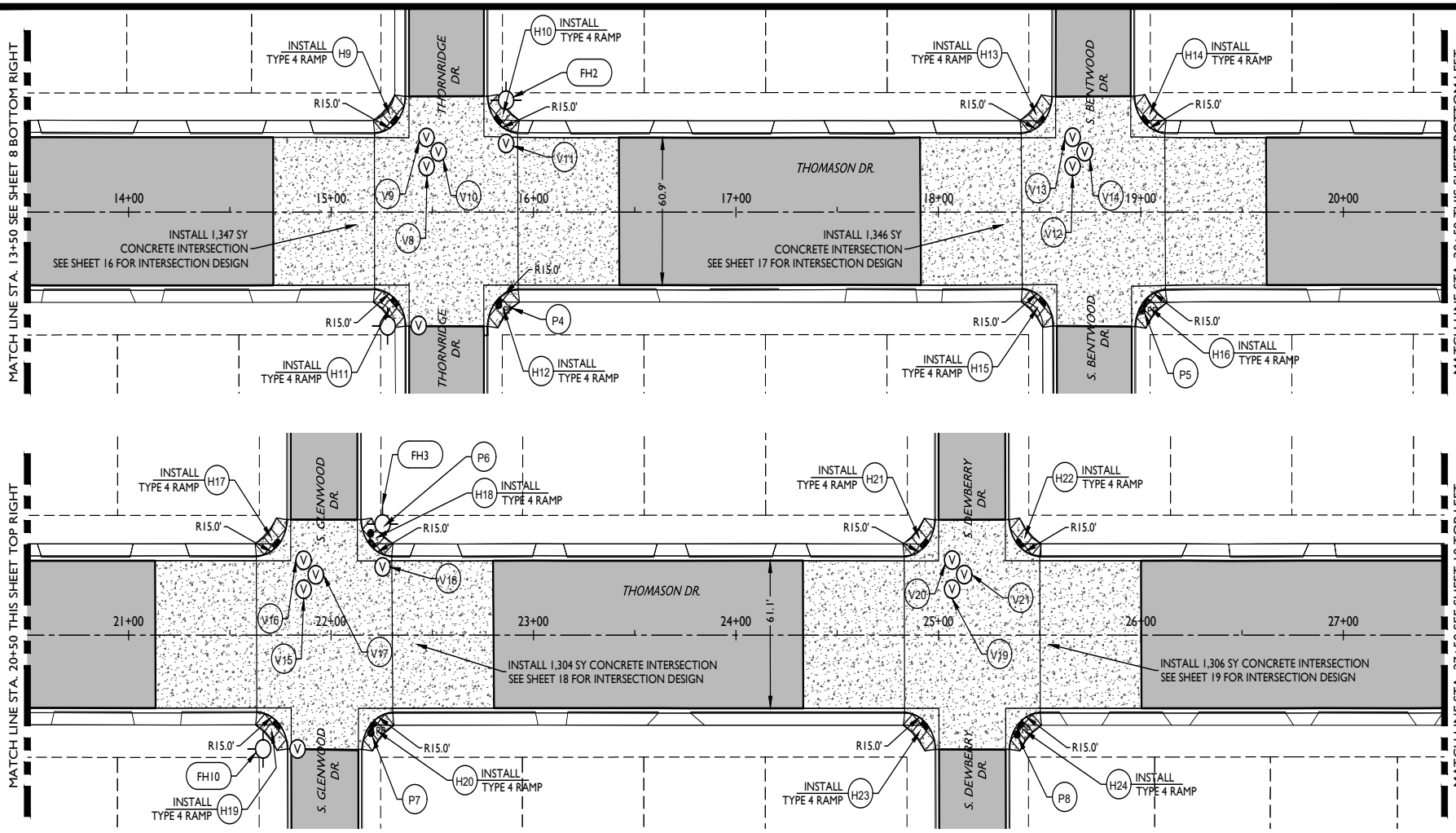
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THOMASON DRIVE
PLAN SHEET 1 OF 8
BASE BID

8

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP POWER POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 37
- (FH1) SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.523

November 17, 2020

09/24/2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

10.09.2020

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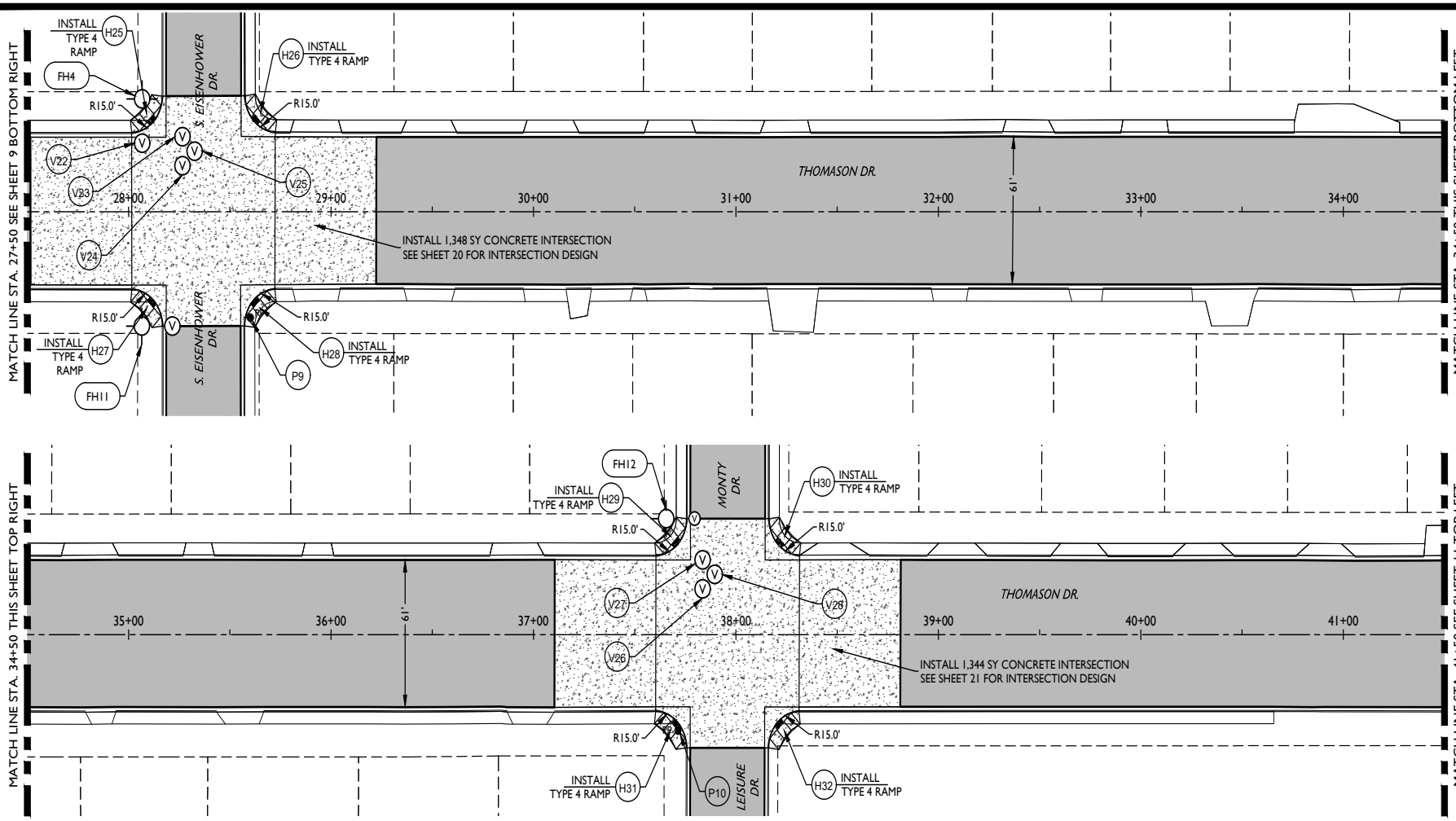
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THOMASON DRIVE
PLAN SHEET 2 OF 8
BASE BID

9

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP● POWER POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 37
- (FH1) SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.524

November 17, 2020

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106572
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PROFESSIONAL ENGINEER
09/21/2020

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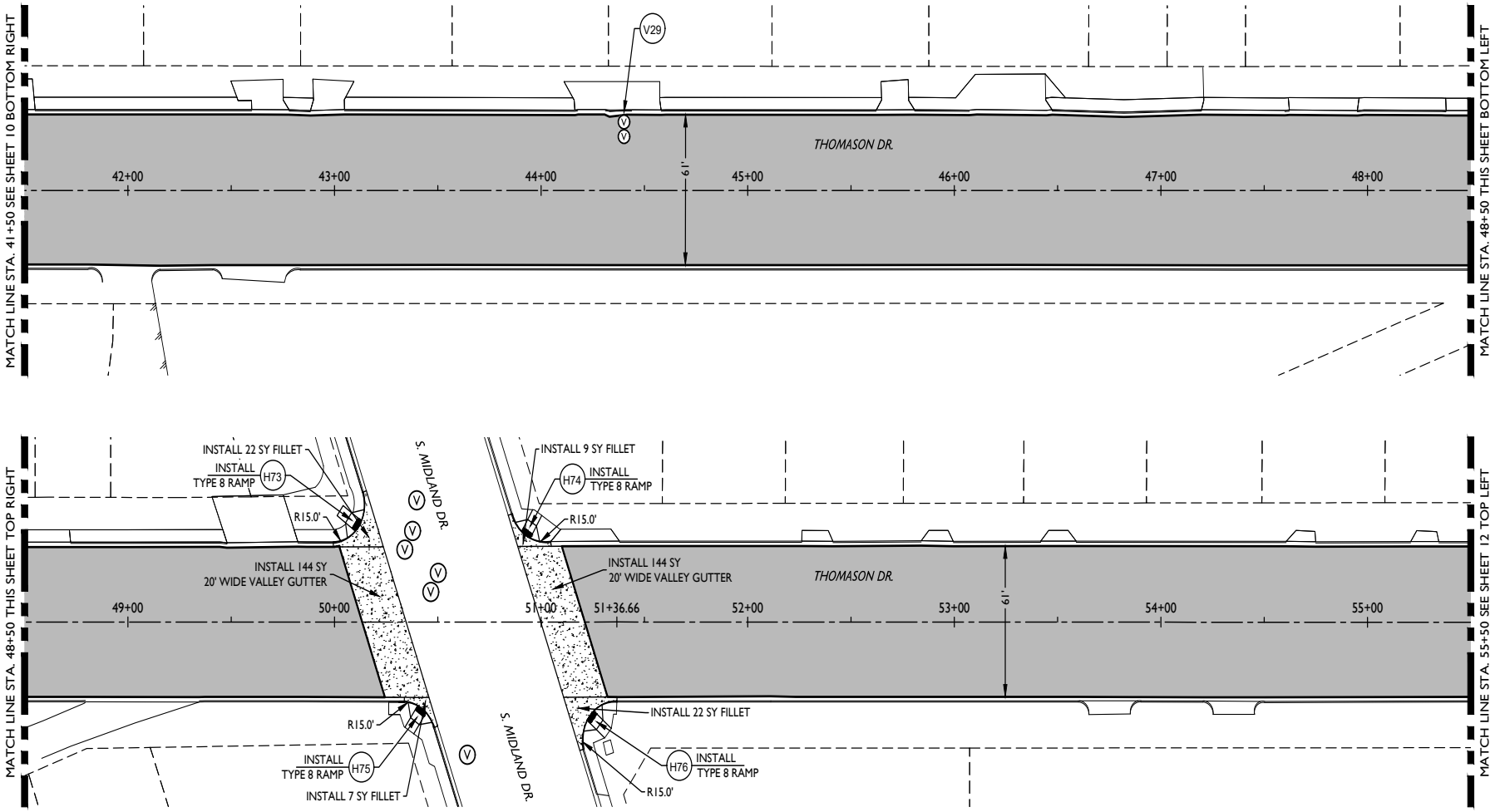
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THOMASON DRIVE
PLAN SHEET 3 OF 8
BASE BID

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP POWER POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 37

0' 50' 100' 150'

SCALE 1" = 50'

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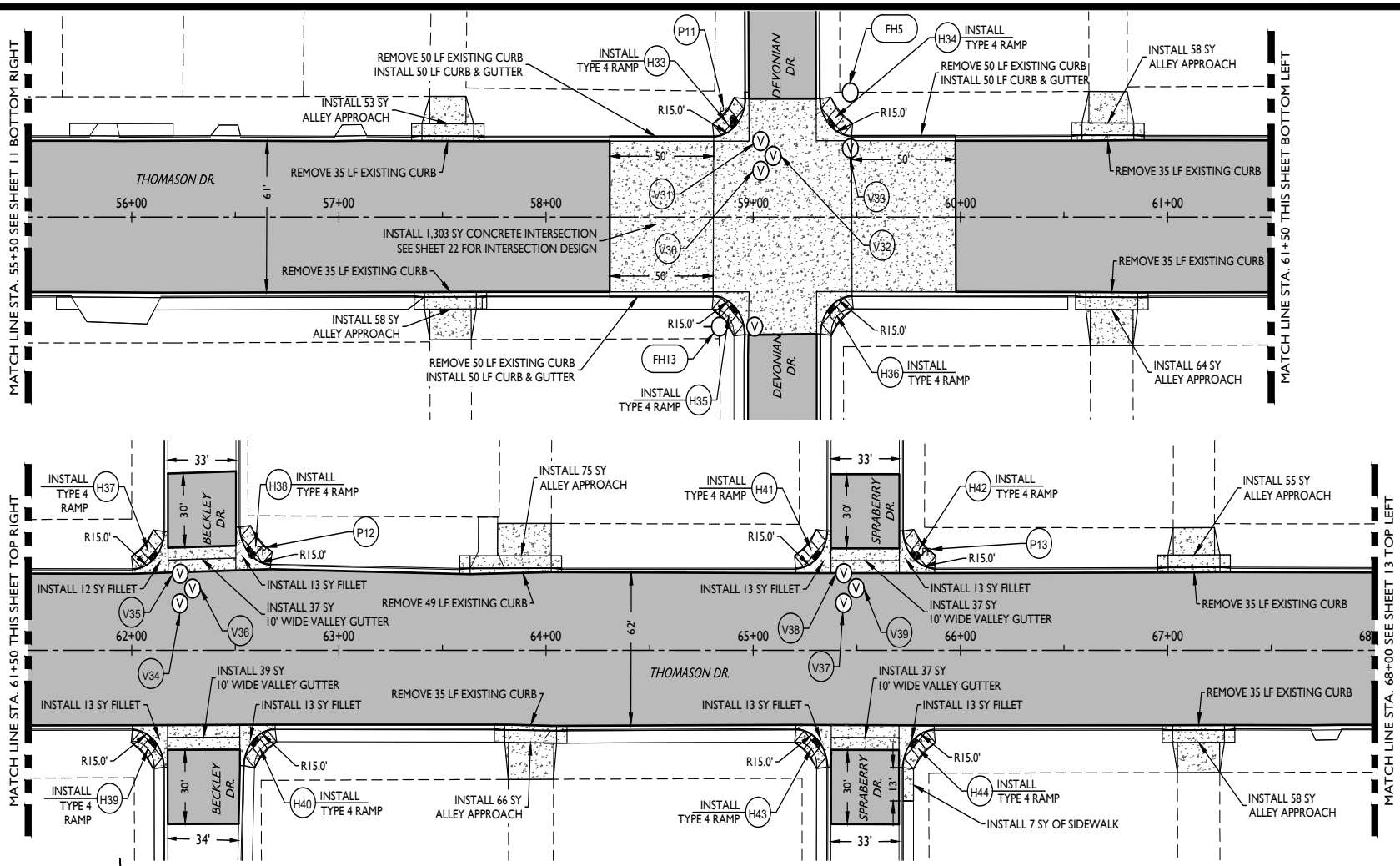
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THOMASON DRIVE
PLAN SHEET 4 OF 8
BASE BID

11

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP● POWER POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 37
- (FH1) SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.526 November 17, 2020

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/24/2020

10.09.2020

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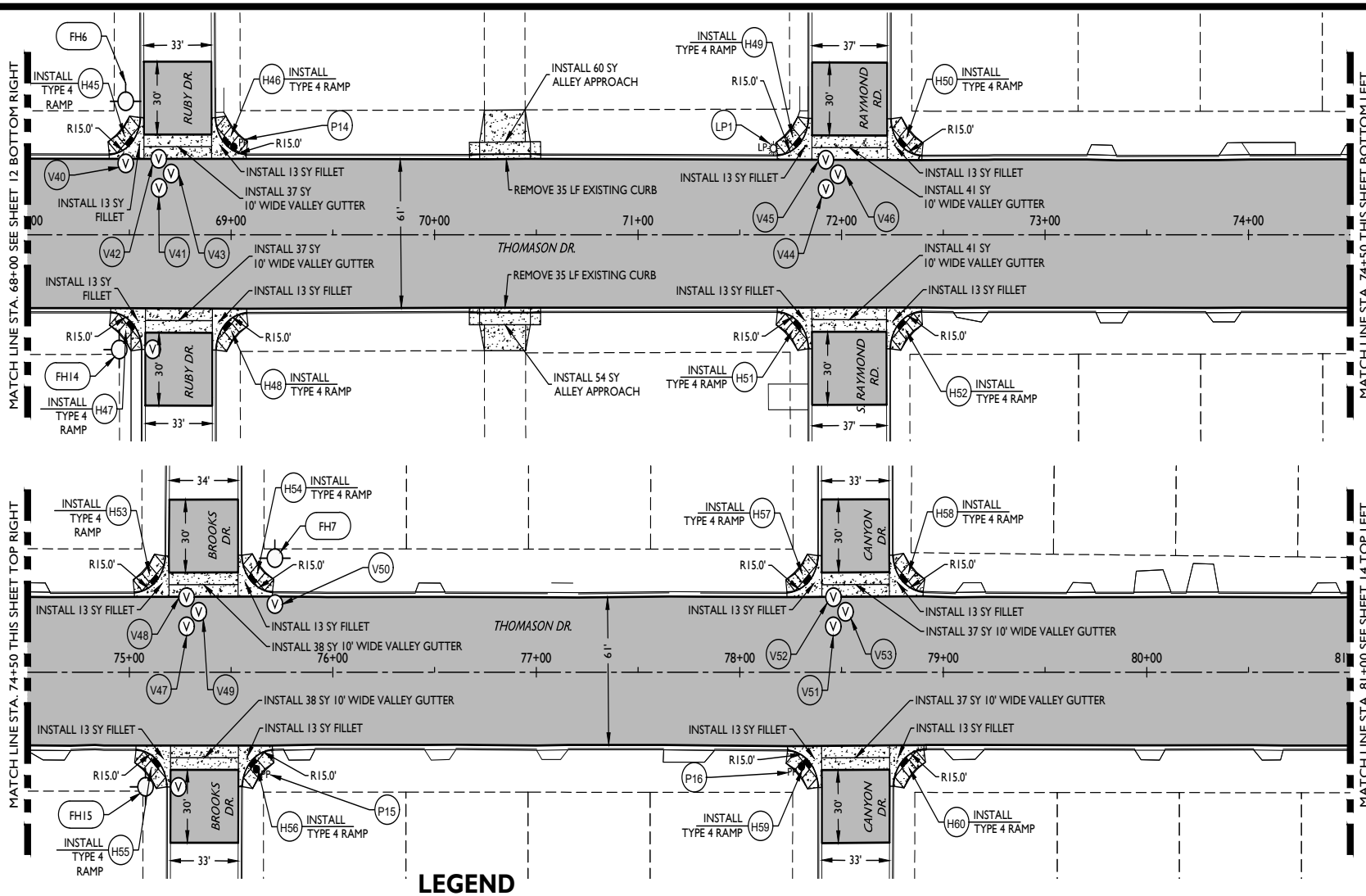
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THOMASON DRIVE
PLAN SHEET 5 OF 8
BASE BID

12

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP● POWER POLE
- LIGHT POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 37
- (LP1) SEE LIGHT POLE COORDINATION SHEET 36
- (FH1) SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.527 November 17, 2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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JOB#: 180072	
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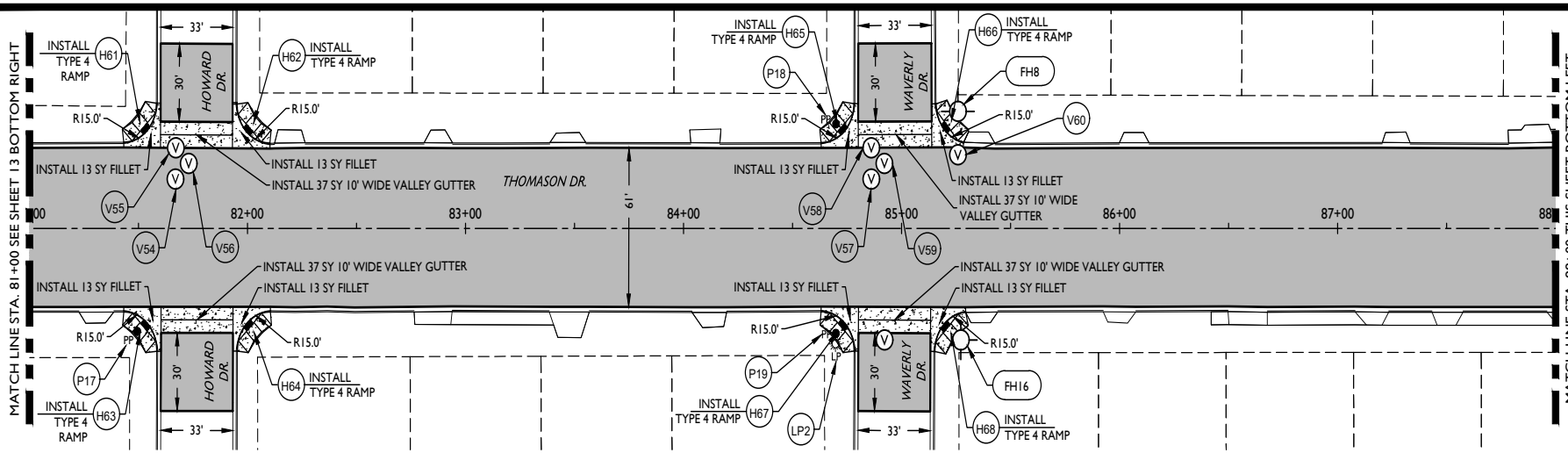
MIDLAND Engineering Services

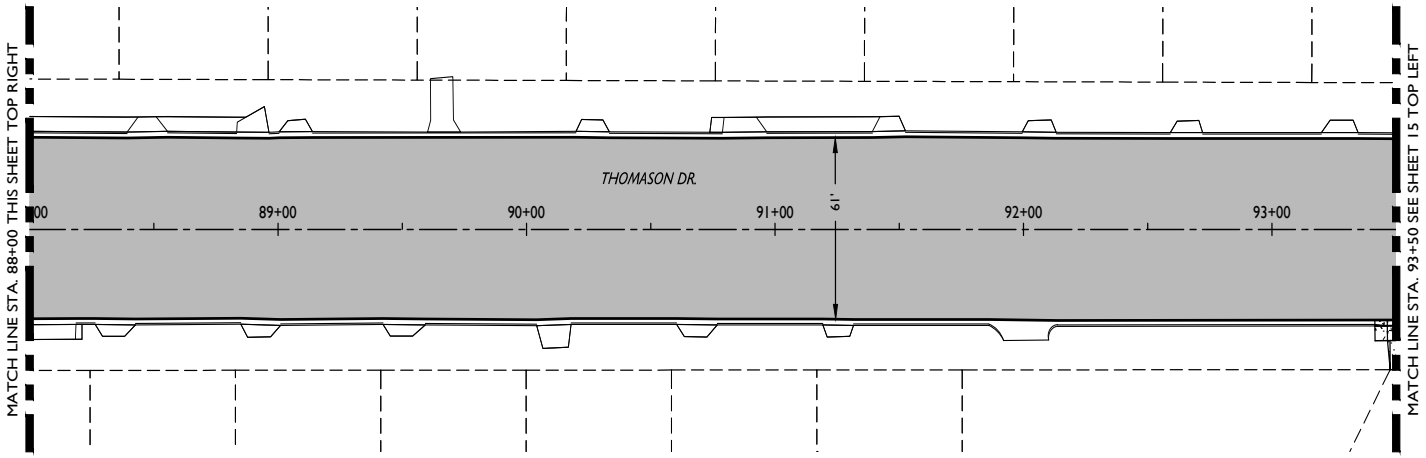
THOMASON DRIVE
PLAN SHEET 6 OF 8
BASE BID

13

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LEGEND

- (V) WATER VALVE
- (MH) MANHOLE (FOR AIR RELEASE VALVE)
- PP● POWER POLE
- LIGHT POLE
- ADA RAMP
- (V1) SEE WATER VALVE COORDINATION SHEET 35
- (M1) SEE MANHOLE COORDINATION SHEET 36
- (P1) SEE POWER POLE COORDINATION SHEET 36
- (H1) SEE HANDICAP RAMP COORDINATION SHEET 38
- (LP1) SEE LIGHT POLE COORDINATION SHEET 36
- (FH1) SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.528

November 17, 2020

STATE OF IOWA
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/21/2020

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SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

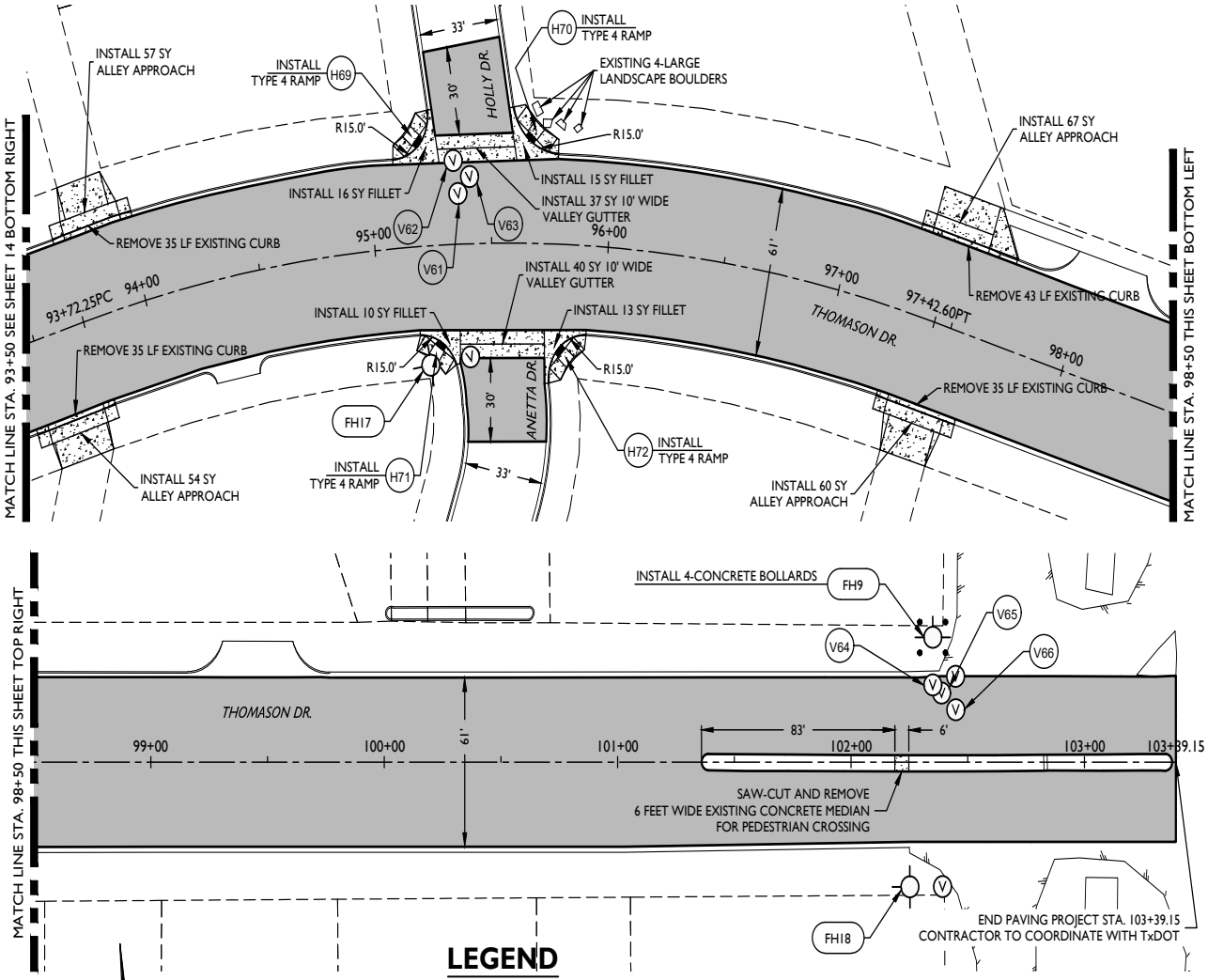
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THOMASON DRIVE
PLAN SHEET 7 OF 8
BASE BID

14

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LEGEND

- V — WATER VALVE
- MH — MANHOLE (FOR AIR RELEASE VALVE)
- PP — POWER POLE
- ADA RAMP
- V1 — SEE WATER VALVE COORDINATION SHEET 35
- M1 — SEE MANHOLE COORDINATION SHEET 36
- P1 — SEE POWER POLE COORDINATION SHEET 36
- H1 — SEE HANDICAP RAMP COORDINATION SHEET 37
- FH1 — SEE FIRE HYDRANT COORDINATION SHEET 36

0' 50' 100' 150'

SCALE 1" = 50'

PACKET 8.529

November 17, 2020

09/21/2020

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

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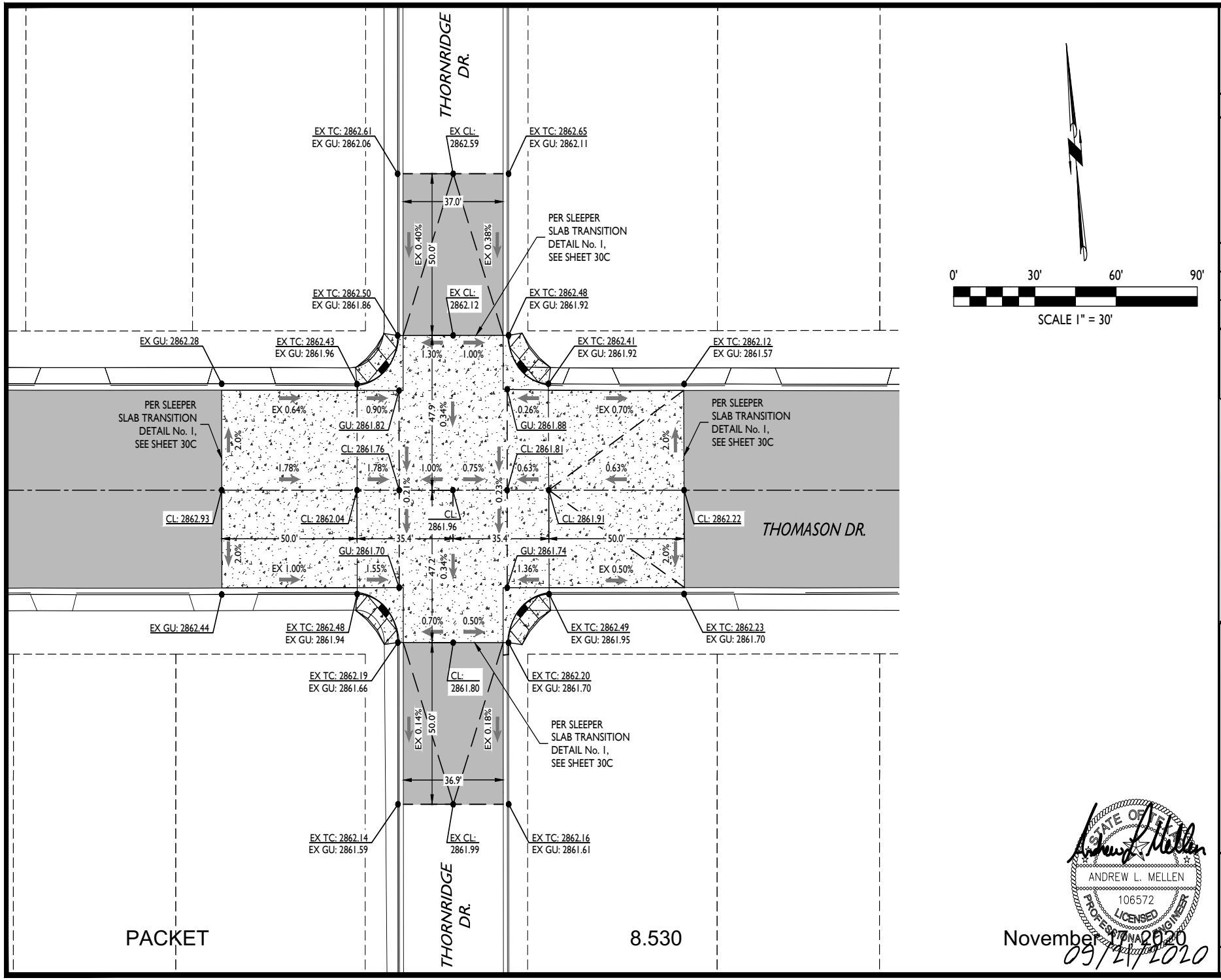
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THOMASON DRIVE
PLAN SHEET 8 OF 8
BASE BID

15

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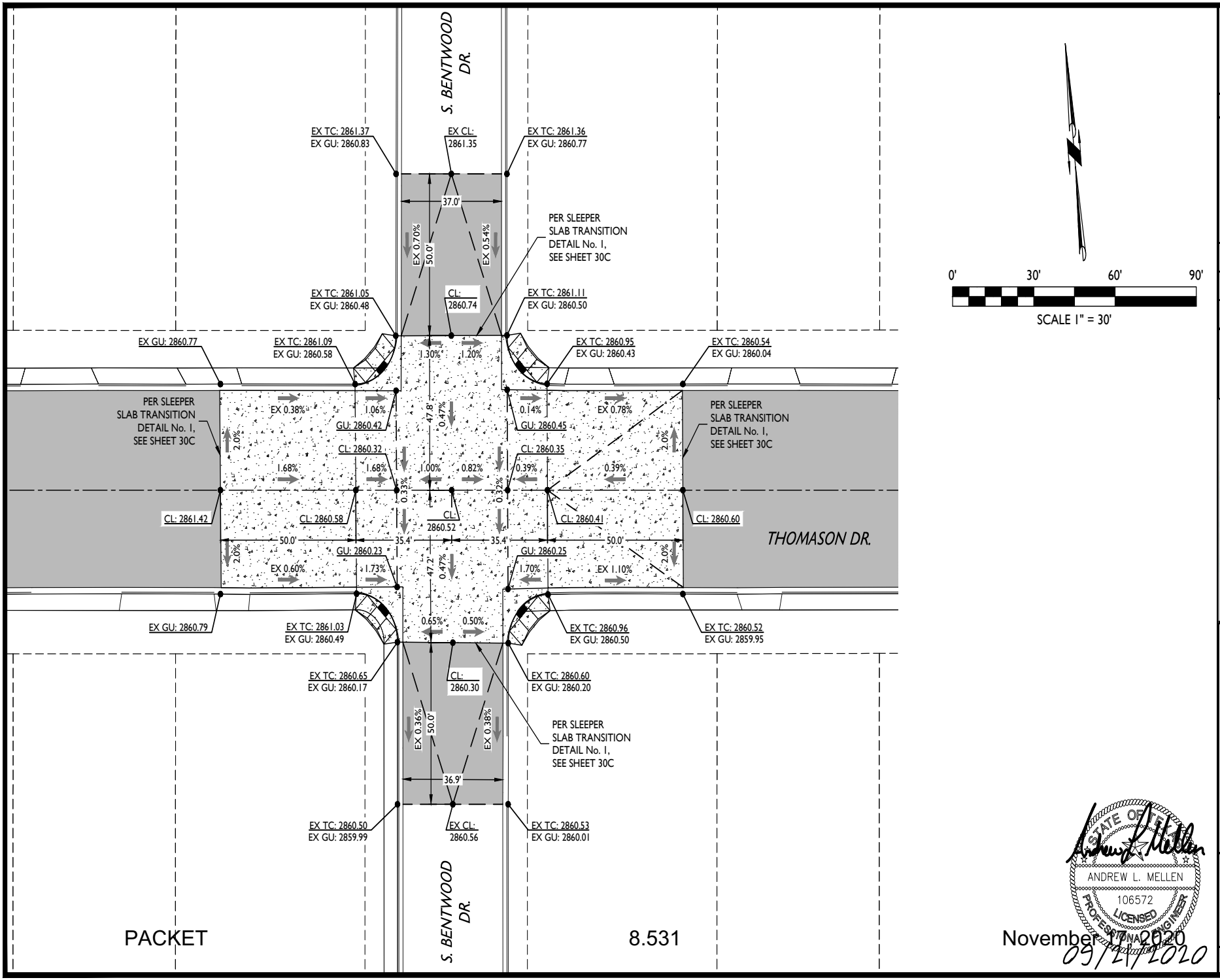
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THOMASON DRIVE
THORNRIDGE DRIVE
GRADING PLAN

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

09/21/2020

16



0' 30' 60' 90'

SCALE 1" = 30'

Know what's below. Call before you dig.

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SCALE: 1:50	
JOB#: 180172	
DATE: 03/07/2019	

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THOMASON DRIVE
S. BENTWOOD DRIVE
GRADING PLAN

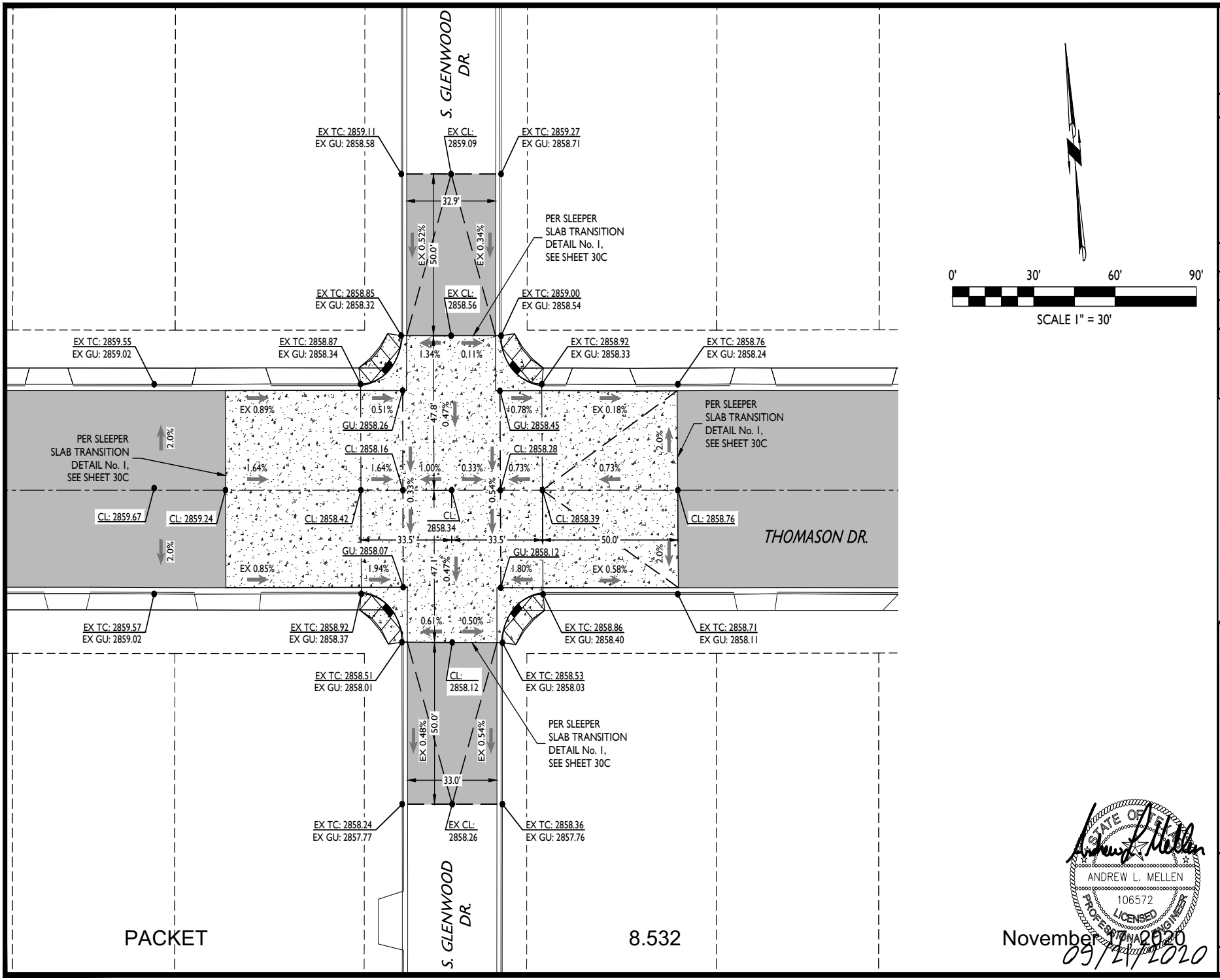
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Know what's below. Call before you dig.

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APPROVED BY:	ALM
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JOB#: 180072	
DATE: 03/07/2019	

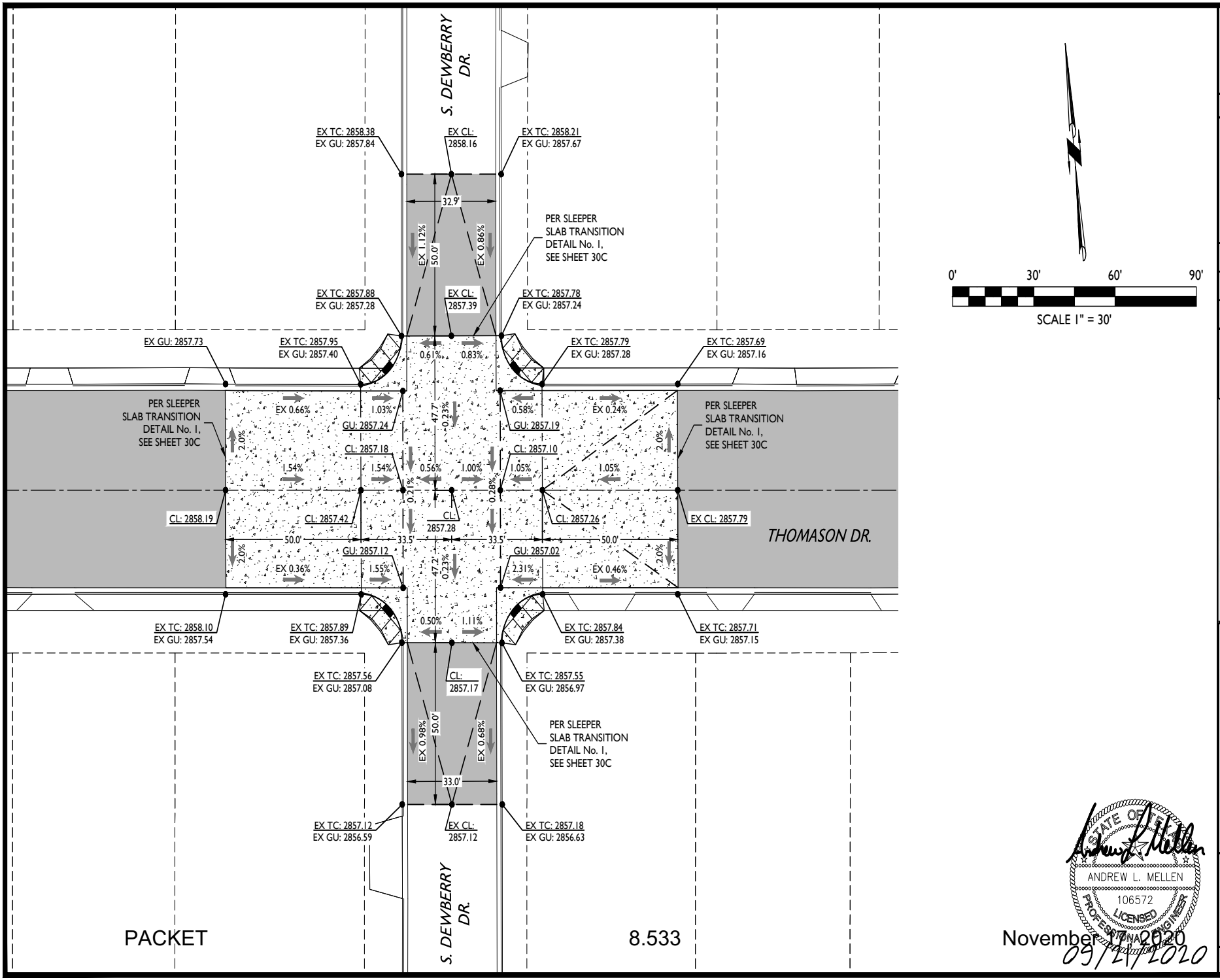
REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

THOMASON DRIVE
S. GLENWOOD DRIVE
GRADING PLAN

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

18



0' 30' 60' 90'

SCALE 1" = 30'

Know what's below. Call before you dig.

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SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

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THOMASON DRIVE
S. DEWBERRY DRIVE
GRADING PLAN

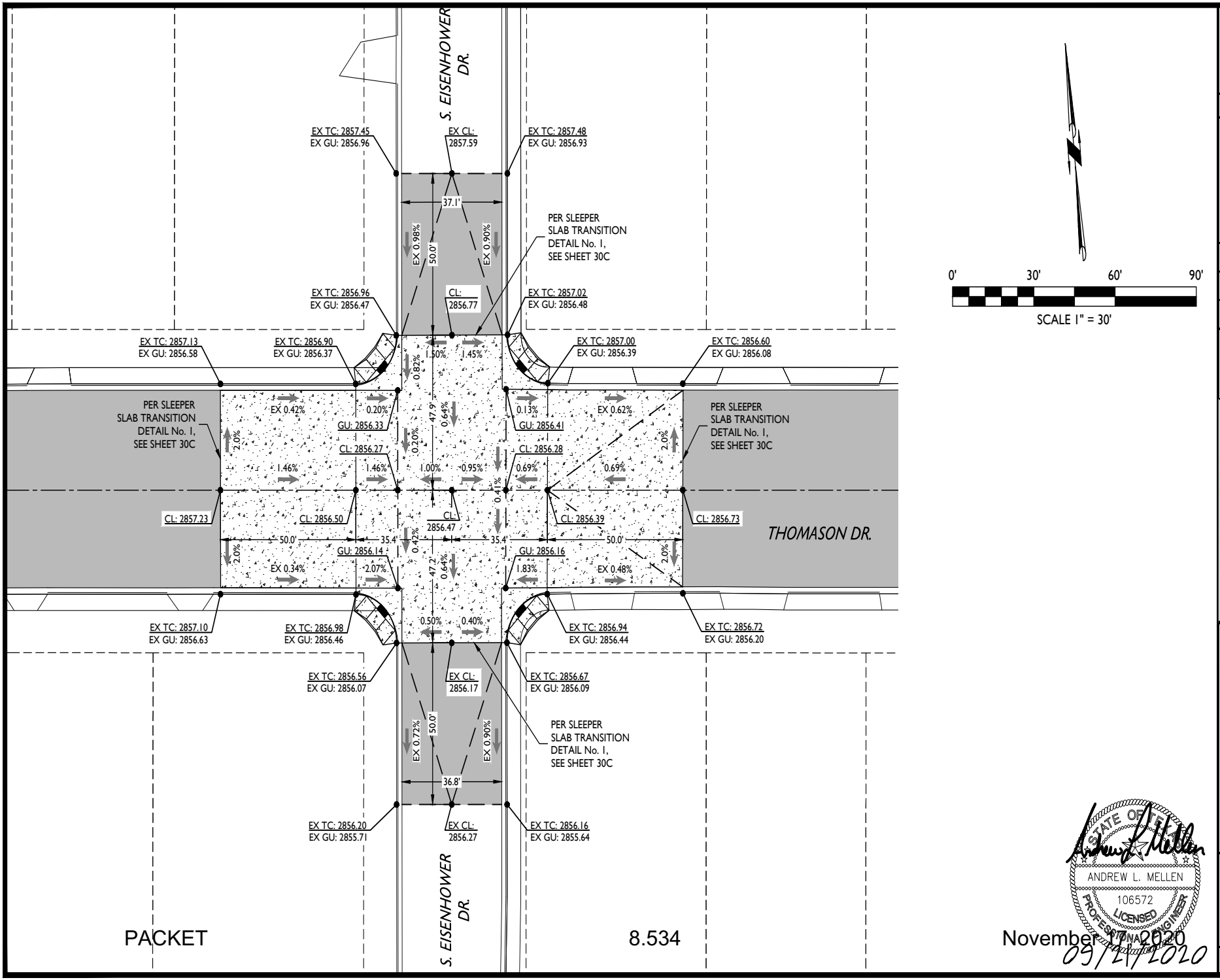
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Know what's below. Call before you dig.

REV. NO.	DATE	BY	DESCRIPTION

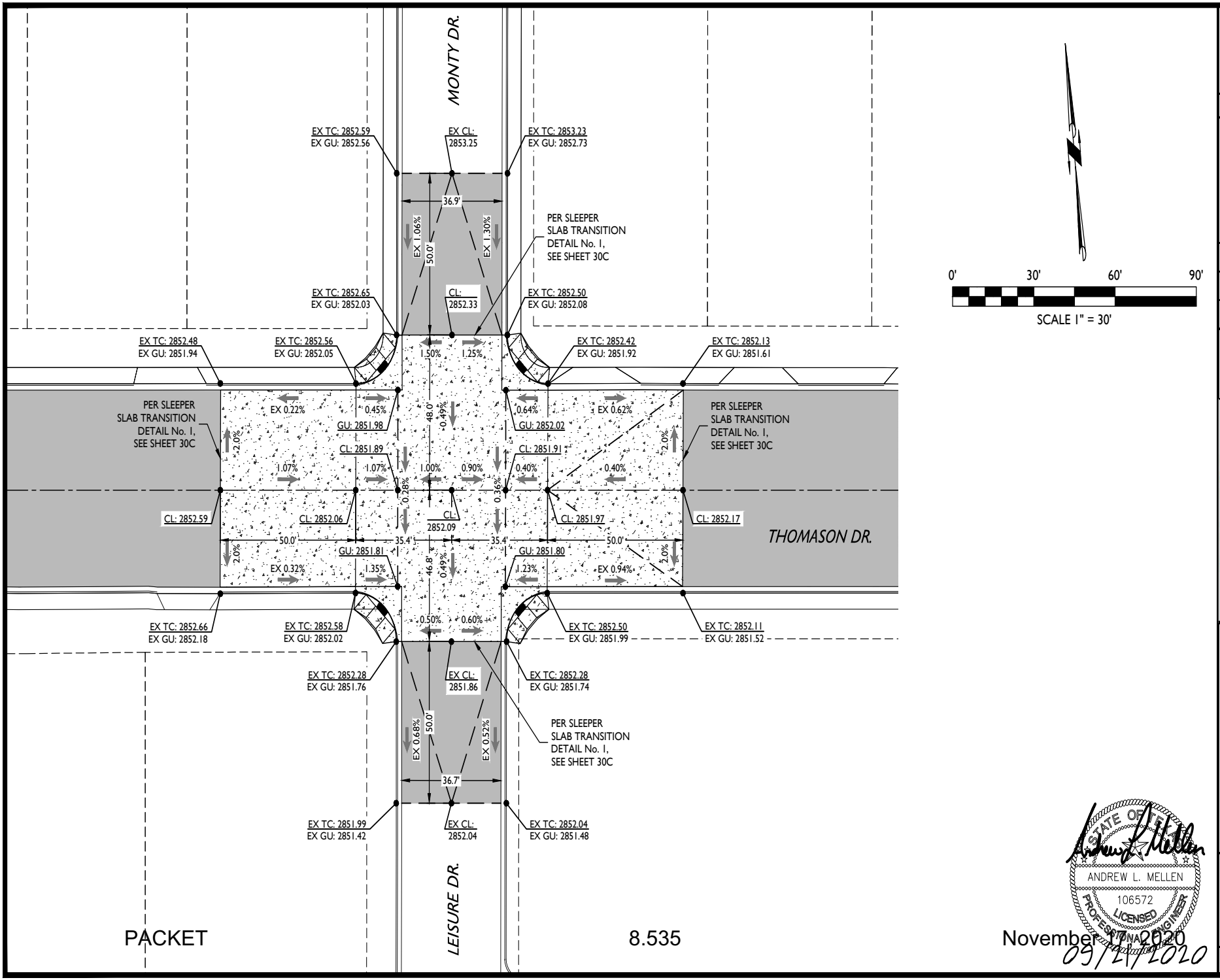
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APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

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THOMASON DRIVE
S. EISENHOWER DRIVE
GRADING PLAN

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER

09/21/2020



0' 30' 60' 90'

SCALE 1" = 30'

Know what's below. Call before you dig.

DESCRIPTION	BY	DATE	REV. NO.

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CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

MIDLAND Engineering Services

THOMASON DRIVE
MONTY DRIVE
GRADING PLAN

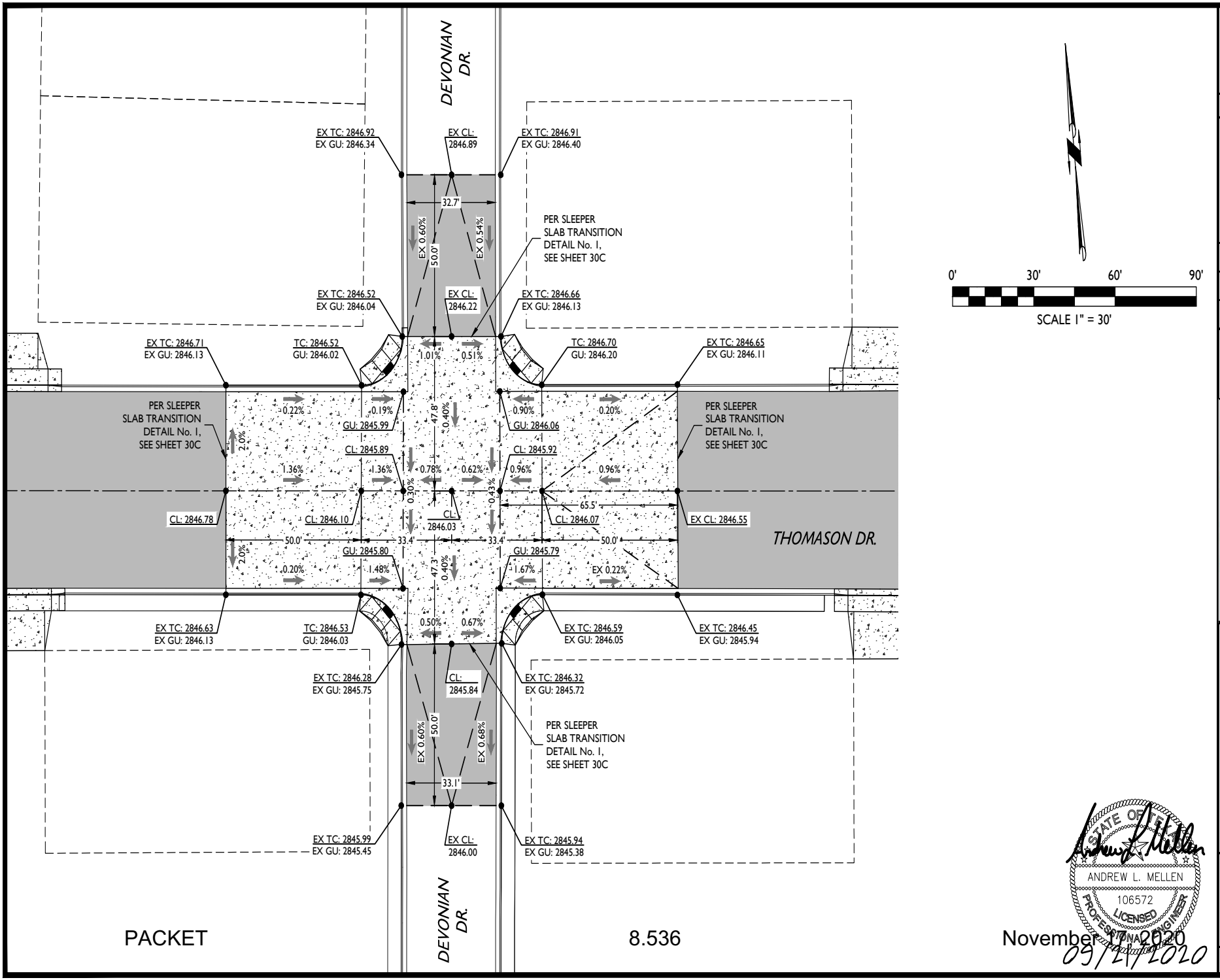
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0' 30' 60' 90'

SCALE 1" = 30'

Know what's below. Call before you dig.

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APPROVED BY:	ALM
SCALE:	1:50
JOB#:	180172
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REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

THOMASON DRIVE
DEVONIAN DRIVE
GRADING PLAN

STATE OF IOWA
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/24/2020

22

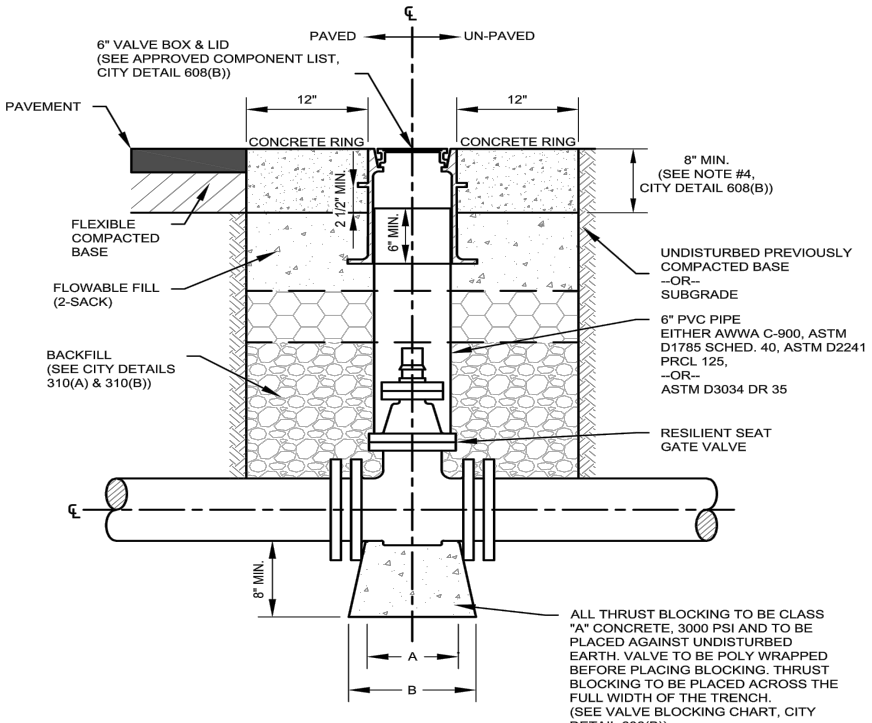
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PACKET



MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
		TYPICAL VALVE AND VALVE BOX			608(A)

8.537

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.

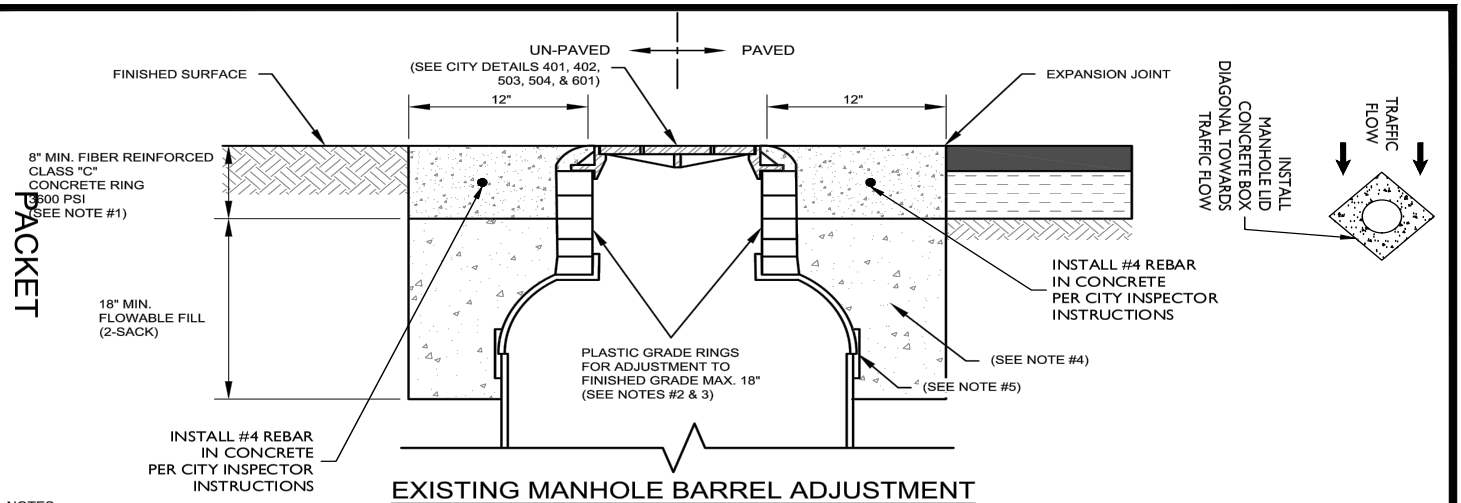
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL
ENGINEER
09/December/2019

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
		TYPICAL VALVE AND VALVE BOX DETAILS			608(B)

23		PAVING DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION	Know what's below. Call before you dig. 811

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PACKET 8.538



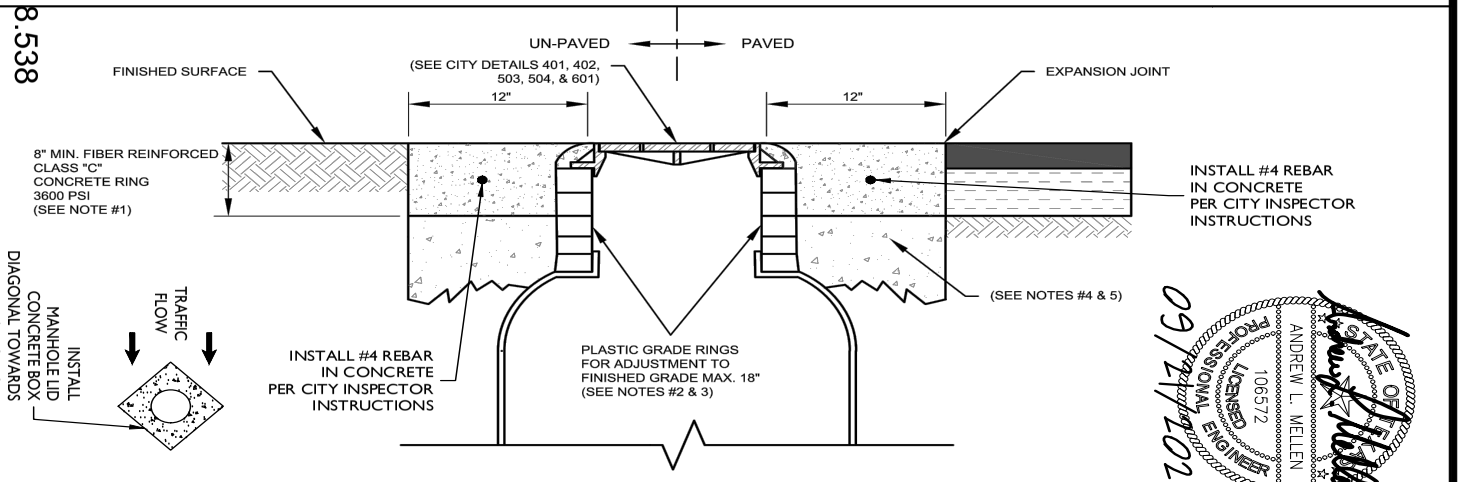
EXISTING MANHOLE BARREL ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MANUFACTURED WATERTIGHT CONNECTOR, CORE DRILL AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MODIFIED PER CITY DIRECTION

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
EXISTING MANHOLE BARREL ADJUSTMENT			DETAIL: 317 (MOD)



EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MODIFIED PER CITY DIRECTION

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
EXISTING MANHOLE RING & COVER ADJUSTMENT			DETAIL: 319 (MOD)

November 17, 2020

PAVING DETAILS

MIDLAND Engineering Services

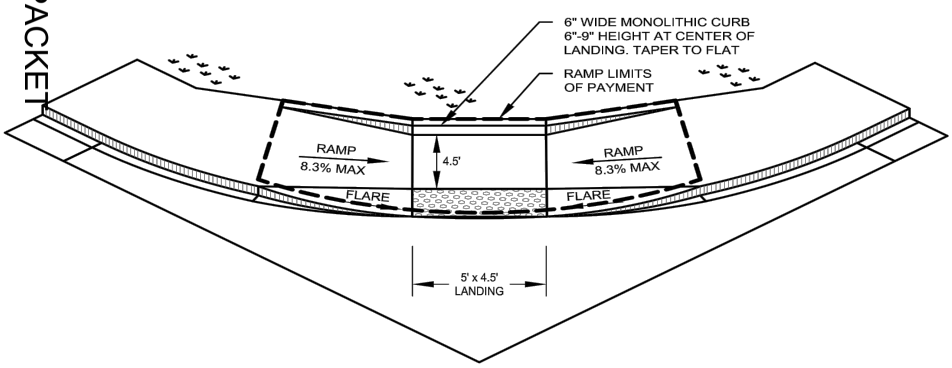
DRAWN BY:	MJD
CHECKED BY:	ALM
APPROVED BY:	ALM
SCALE:	1:50
JOB#:	180072
DATE:	03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

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PACKET



TYPE 4:
DIAGONAL COMBINATION 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:
		DIAGONAL COMBINATION CURB RAMP		229

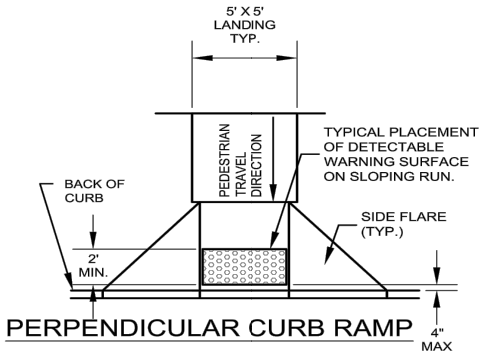
10.09.2020

DETECTABLE WARNING SURFACE NOTES:

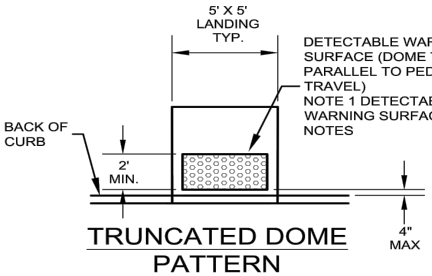
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING 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:

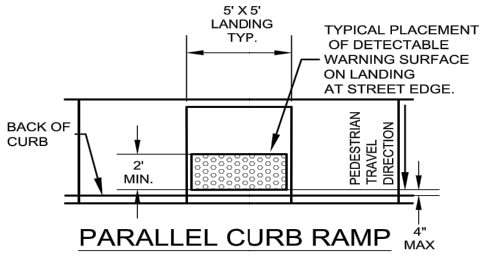
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME PATTERN



PARALLEL CURB RAMP

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		DETECTABLE WARNING SURFACE		233

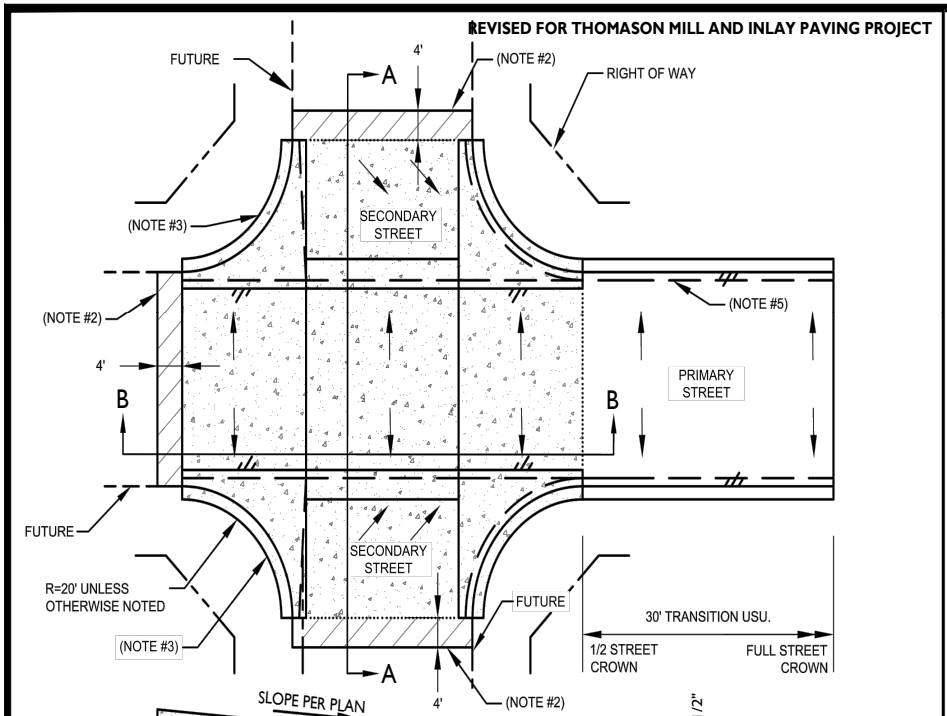
PAVING DETAILS

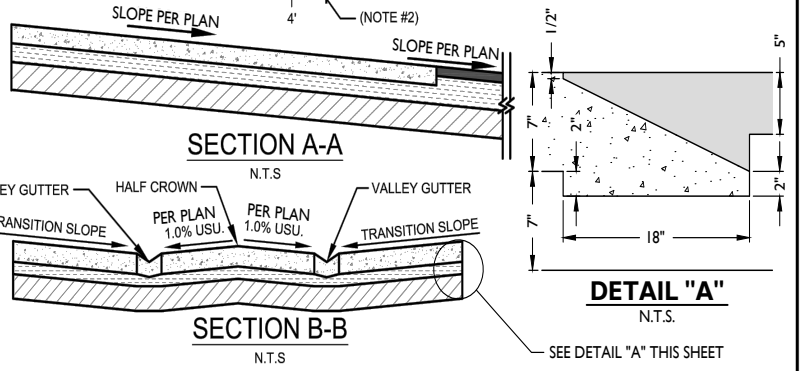
MIDLAND Engineering Services

DRAWN BY: MJD				
CHECKED BY: ALM				
APPROVED BY: ALM				
SCALE: 1:50				
JOB#: 180072				
DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION

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REVISED FOR THOMASON MILL AND INLAY PAVING PROJECT



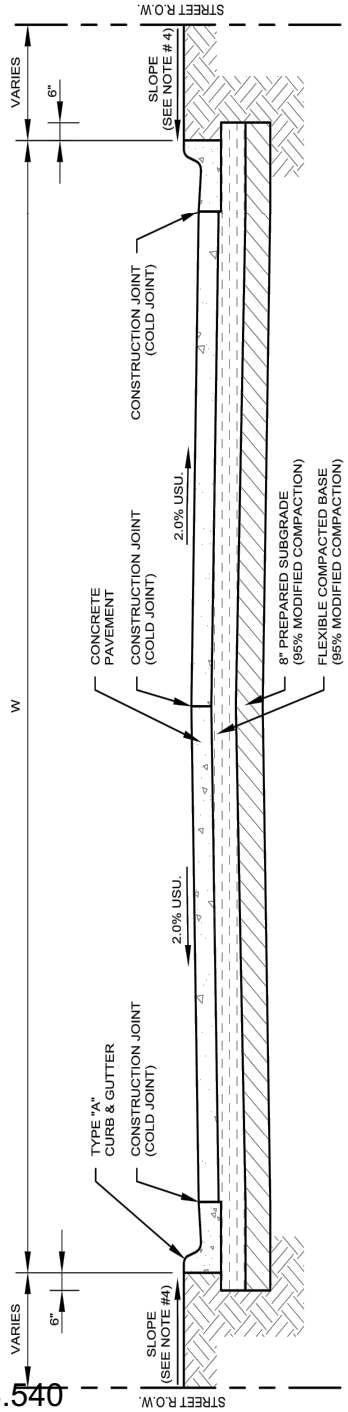


NOTES:

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.
10. INSTALL #4 REBAR 16" O.C.E.W. IN CONCRETE PER CITY INSPECTOR INSTRUCTIONS.

MODIFIED PER CITY DIRECTION

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
PACKET	TYPICAL LOCAL/COLLECTOR CROWN TRANSITION		236 (MOD)



8.540

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.
8. INSTALL #4 REBAR 16" O.C.E.W. IN CONCRETE PER CITY INSPECTOR INSTRUCTIONS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/17/2020

STREET DIMENSIONS			
W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	CONCRETE TYPE
37	6	6	CLASS "C" 3600 PSI
41	6	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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 202
CHECKED: JCF	CONCRETE PAVEMENT STREET CROWN CROSS SECTION		
APPROVED: MCC			

MIDLAND Engineering Services

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DRAWN BY: MD	CHECKED BY: ALM	APPROVED BY: ALM	SCALE: 1:50	JOB#: 180172	DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

PAVING DETAILS

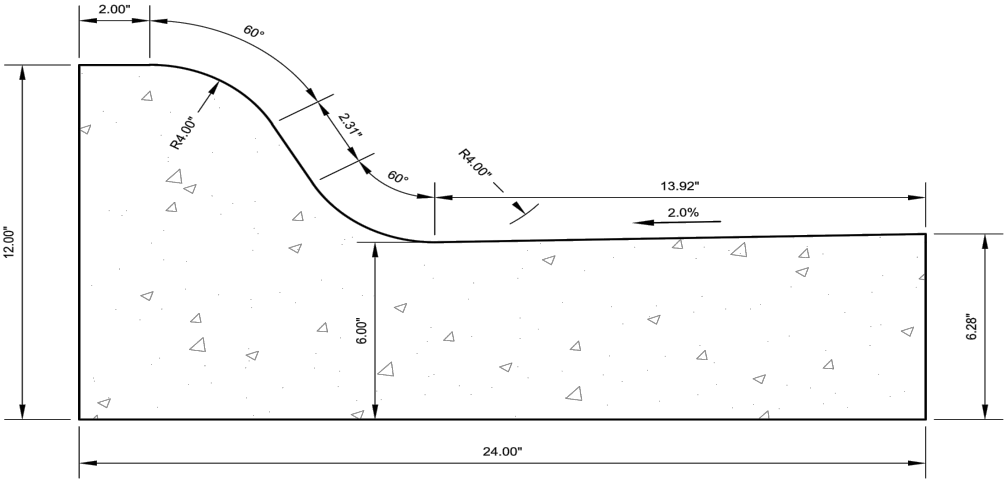
26

November 17, 20

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F:\2018\180072-CITY OF MIDLAND-THOMASON PAVING IMPROVEMENTS\DRAWINGS\CIVIL CONSTRUCTION PLANS\MILL INLAY CONSTRUCTION PLANS\180072 26 PAVING DETAILS.DWG

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NOTES:

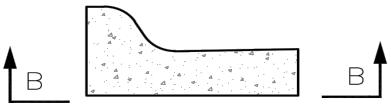
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		TYPE A STANDARD CURB AND GUTTER		205

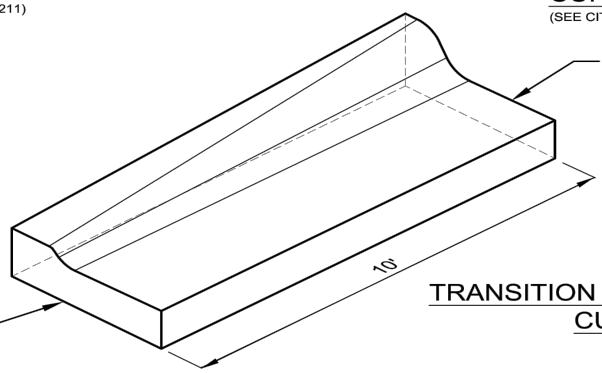
8.541



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)





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.

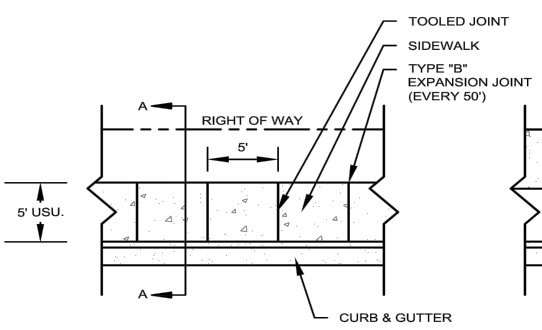
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		TRANSITION TO LAY-DOWN CURB		208

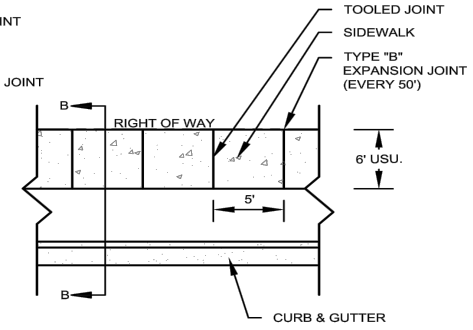
November 6, 2020

27		PAVING DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION	Know what's below. Call before you dig. 811

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PACKET

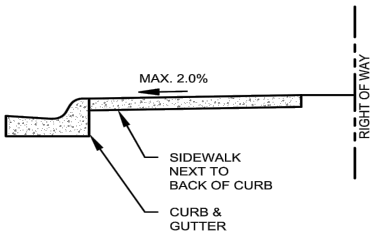




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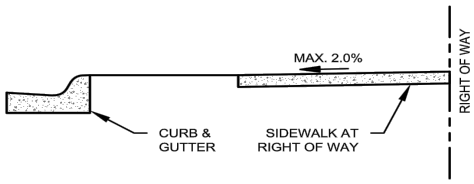
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS 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.

ATTACHED SIDEWALK PLACEMENT



SECTION A - A

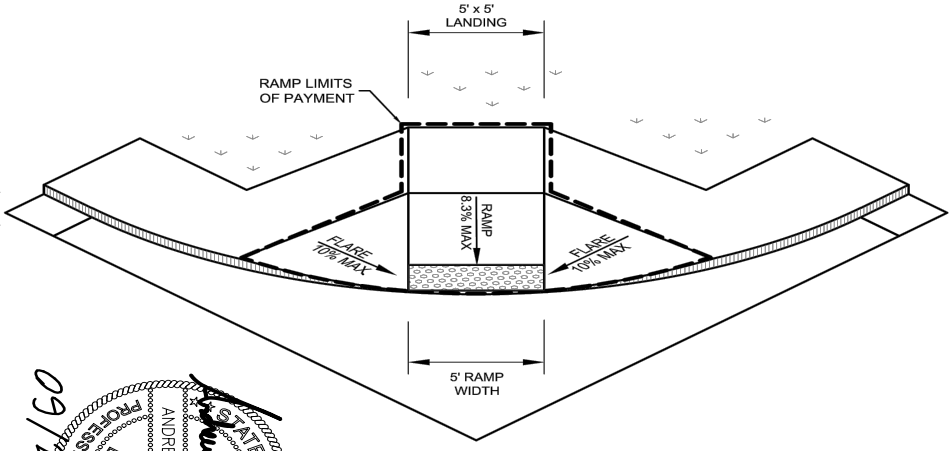
DETACHED SIDEWALK PLACEMENT



SECTION B - B

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 225
		STANDARD SIDEWALK		

8.542



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 10.09.2020

09/21/2020 Andrew L. Mellen 106572 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

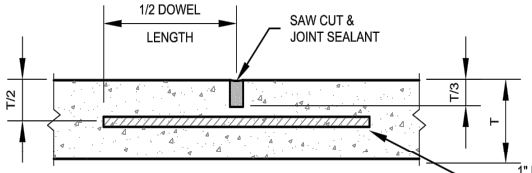
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		DIAGONAL CURB RAMP		

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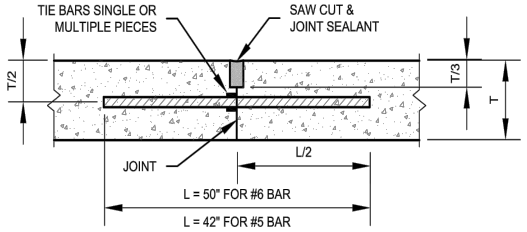
MIDLAND Engineering Services

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SCALE: 1:50						
JOB#: 180072						
DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION		

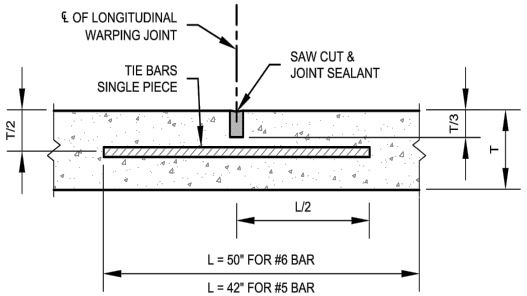
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TYPE "D" TRANSVERSE CONTRACTION JOINT



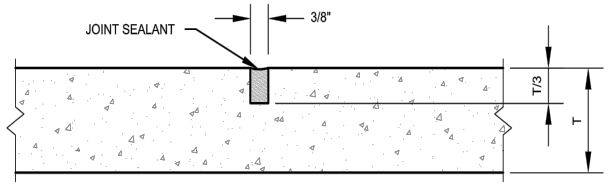
TYPE "E" LONGITUDINAL CONTRACTION JOINT



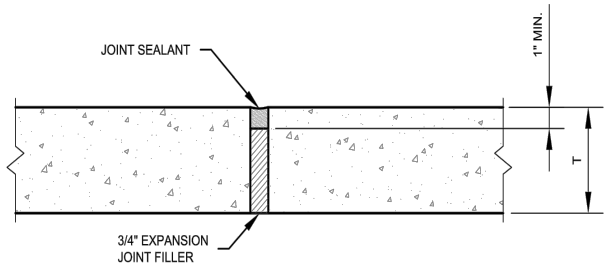
TYPE "F" LONGITUDINAL CONTRACTION SAW-CUT JOINT

NOTES:

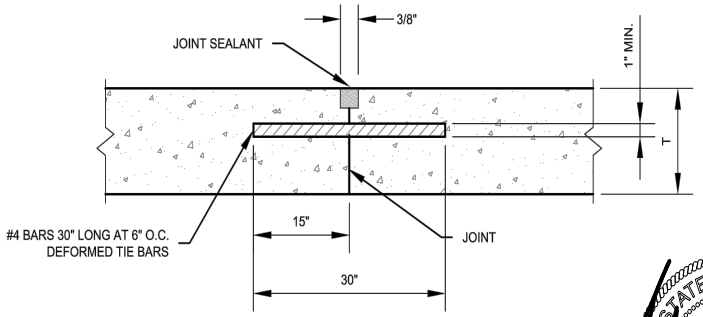
1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS 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.



TYPE "A" SAW-CUT JOINT



TYPE "B" DOWEL-LESS EXPANSION JOINT



TYPE "C" CONSTRUCTION COLD JOINT

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	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:		EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL CONCRETE JOINTS		234(B)	MIDLAND Engineering Services	TYPICAL CONCRETE JOINTS		234(A)

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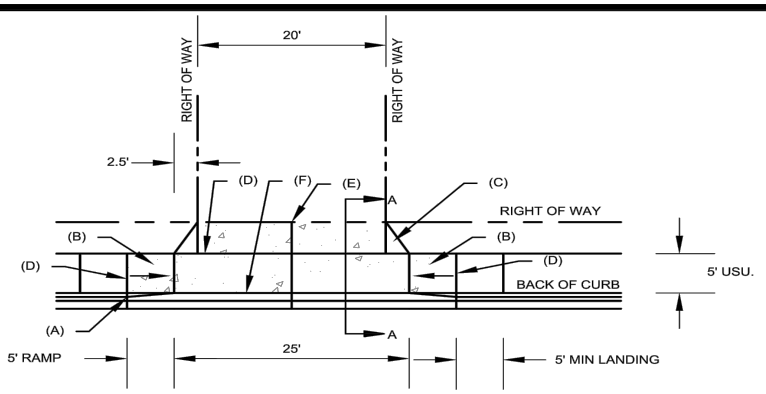
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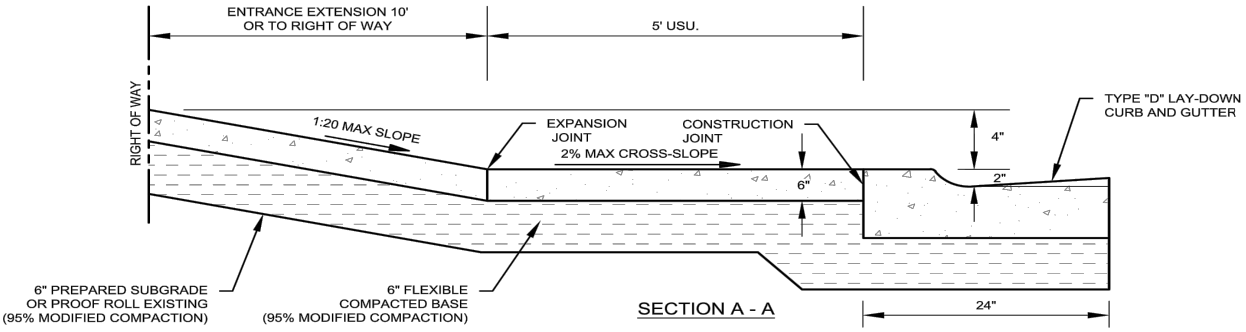
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PACKET



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
		STANDARD ALLEY APPROACH	DETAIL: 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.

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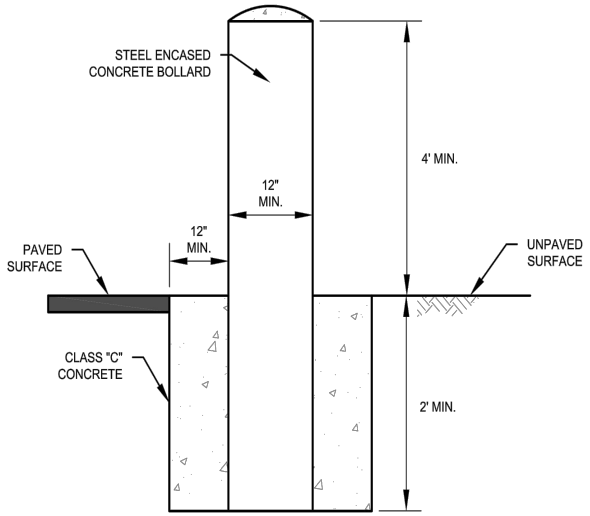
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		STANDARD ALLEY APPROACH	DETAIL: 219(B)

PAVING DETAILS

MIDLAND Engineering Services

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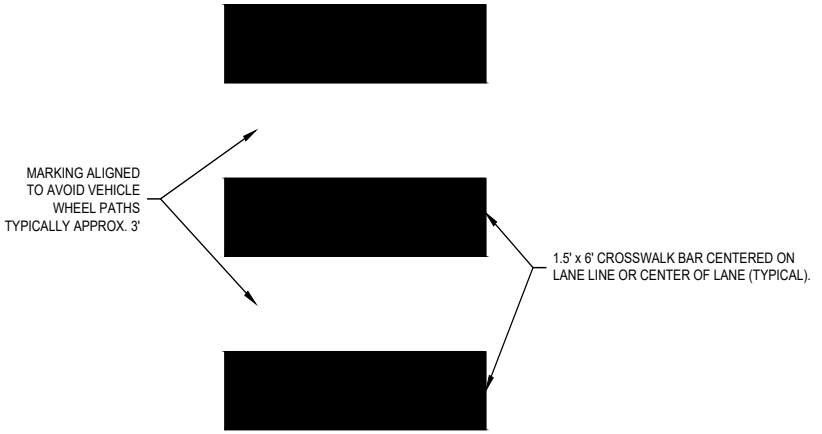
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NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI, USE FIBER RENFORCED CONRETE PAVEMENT THROUGHOUT.
2. PAINT BOLLARD YELLOW.
3. BOLLARDS PLACED IN SERIES TO BE SPACED FIVE (5) FEET APART MEASURED FROM BOLLARD CENTER TO CENTER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL BOLLARD		804



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.

N CONTINENTAL CROSSWALK (THERMO)
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PAVING DETAILS

30A

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/24/2020

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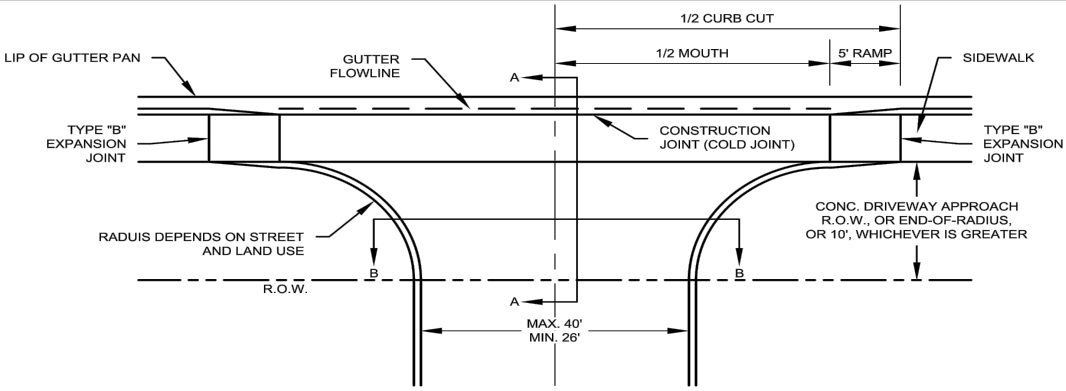
PACKET 8.545 November 17, 2020

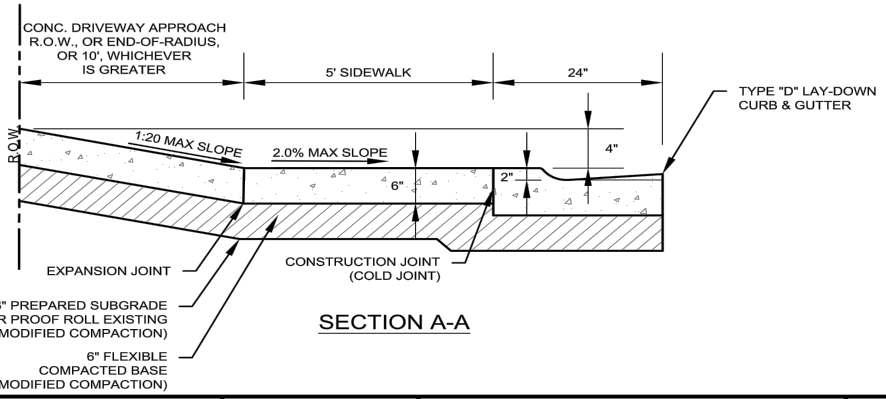
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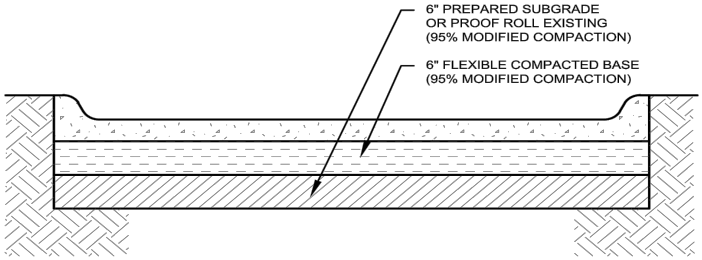


SECTION A-A

09/21/2020

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		MULTI-FAMILY & COMMERCIAL DRIVEWAY		

8.546



SECTION B-B

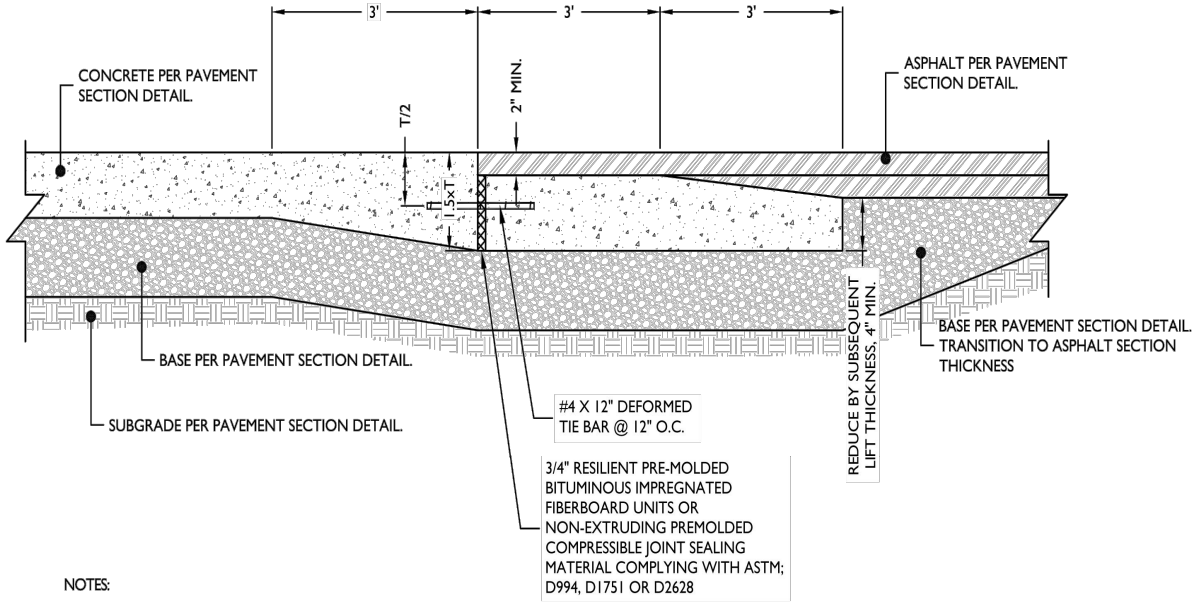
NOTES:

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 AVAILABLE 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. THE CITY ENGINEER OR TRAFFIC ENGINEER MAY APPROVE WIDER OPENINGS FOR COMMERCIAL DRIVES TO ACCOMMODATE DIVIDED ENTRY/EXIT AND ANGLED DRIVES OR HIGH VOLUME, HIGH SPEED STREETS.
6. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
7. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
8. 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.
9. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
10. SIDEWALKS AND RAMPS TO HAVE COURSE BROOM FINISH.
11. SEAL ALL CONCRETE JOINTS.
12. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
13. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

November 17, 2020

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 221(B)
		MULTI-FAMILY & COMMERCIAL DRIVEWAY		

30B		PAVING DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION	Know what's below. Call before you dig. 811



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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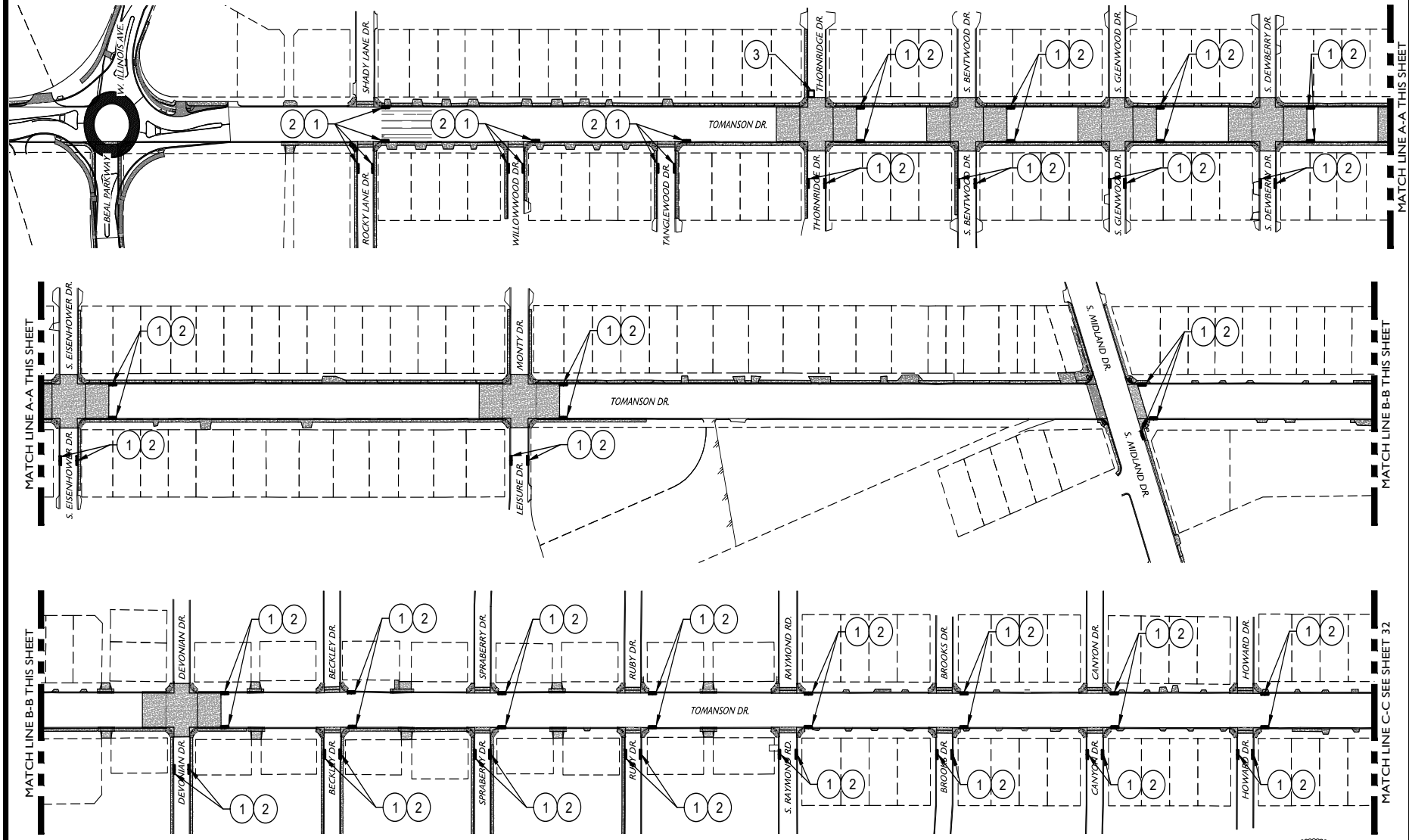
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30C

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

Andrew L. Mellen

05/27/2020



0' 200' 400' 600'

SCALE 1" = 200'

PACKET

NOTES:

1. SEE SHEET 32 FOR EROSION CONSTRUCTION NOTES

8.548

November 17, 2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER

09/21/2020

10.09.2020

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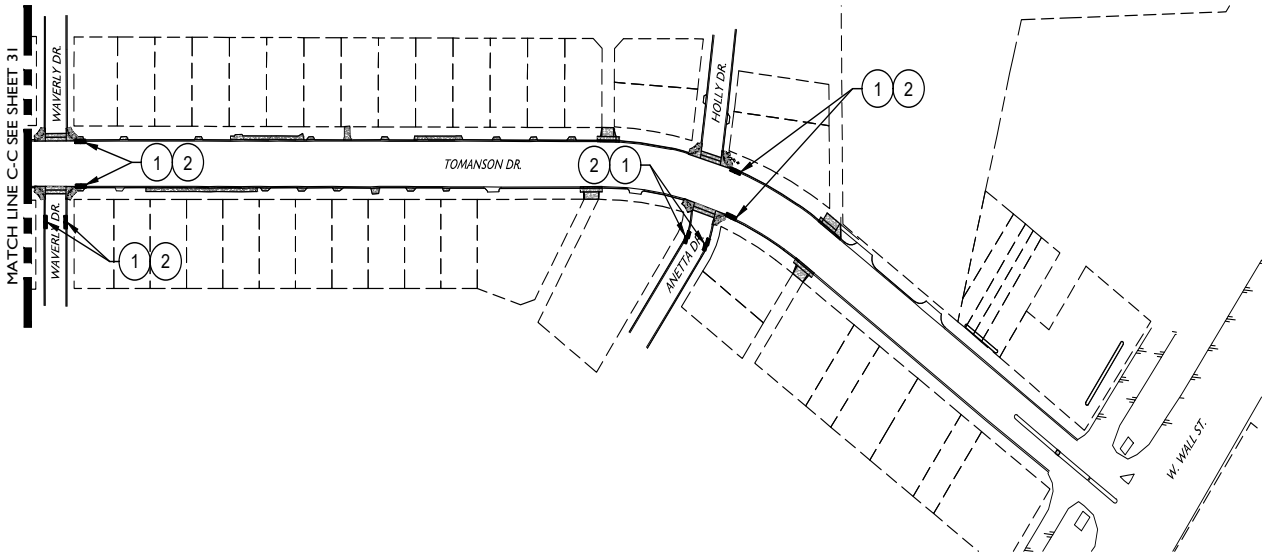
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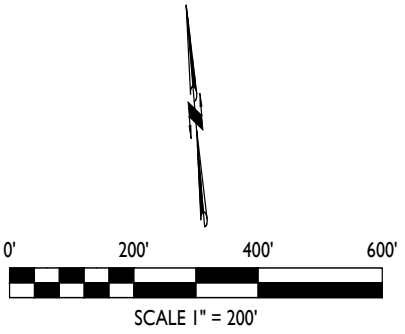
EROSION CONTROL PLAN

31

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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.

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.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
November 17, 2020
09/24/2020

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MIDLAND Engineering Services

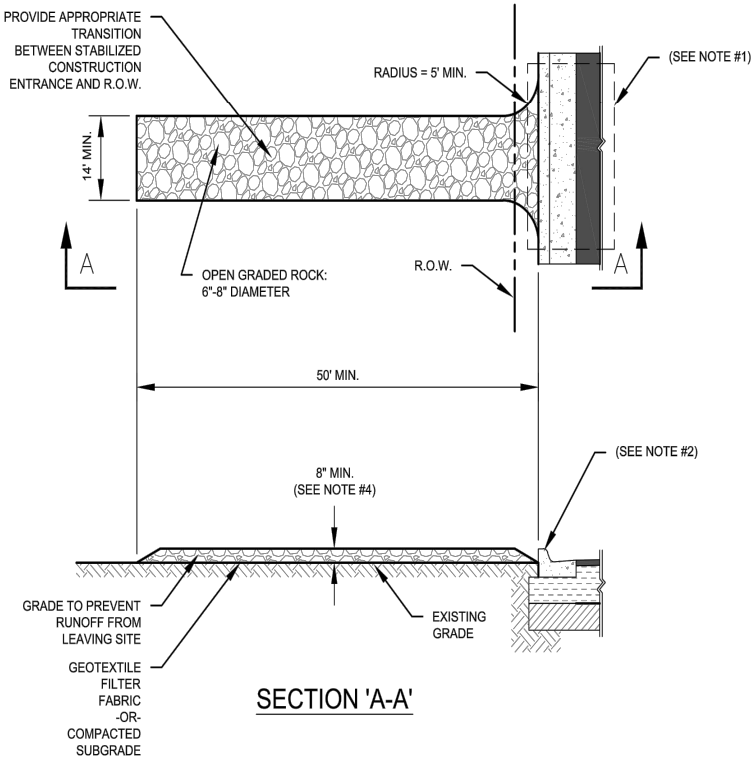
EROSION CONTROL PLAN

32

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10.09.2020



SECTION 'A-A'

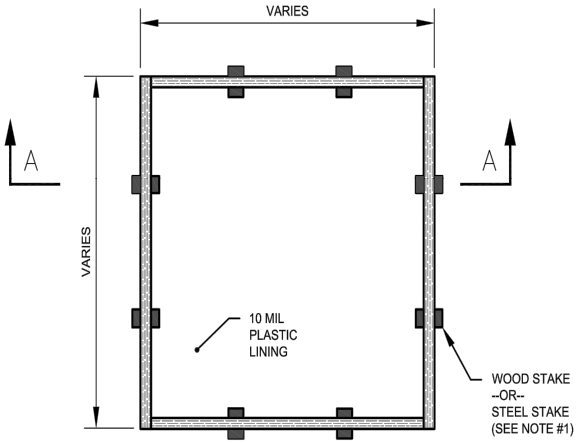
NOTES:

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.

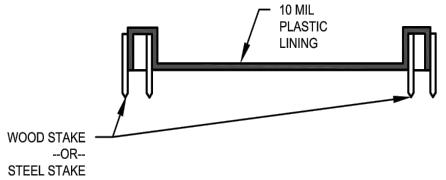
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DPM	JCF	MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	

STABILIZED CONSTRUCTION ENTRANCE OPTION 1

701



ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN:	CHECKED:	APPROVED:	
DPM	JCF	MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	

CONCRETE WASHOUT OPTION 2

705

ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
09/21/2020

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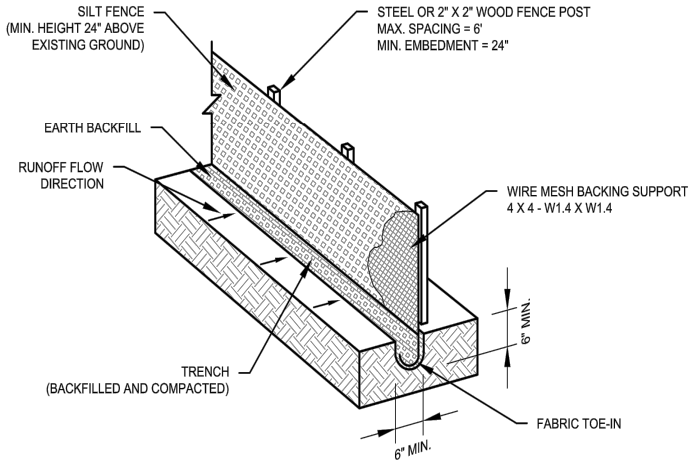
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MIDLAND Engineering Services

EROSION CONTROL DETAILS

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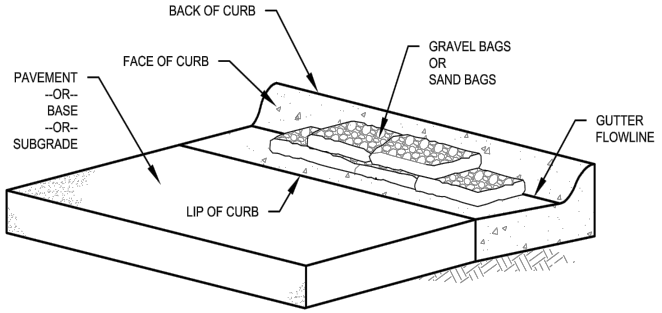
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NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN:	CHECKED:	APPROVED:	
DPM	JCF	MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
SILT FENCE		706	



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:	CHECKED:	APPROVED:	
DPM	JCF	MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CURB GRAVEL OR SAND BAGS		712	

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/21/2020

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MIDLAND Engineering Services

EROSION CONTROL DETAILS

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WATER VALVE COORDINATE LOCATIONS				
			COORDINATES	
SHEET NUMBER	LOCATION	VALVE	NORTHING	EASTING
8	THOMASON DR.	V1	N: 10,689,148.24	E: 1,734,624.71
8	THOMASON DR.	V2	N: 10,689,121.10	E: 1,734,908.36
8	THOMASON DR.	V3	N: 10,689,121.42	E: 1,734,927.90
8	THOMASON DR.	V4	N: 10,689,114.86	E: 1,734,933.30
8	THOMASON DR.	V5	N: 10,689,109.48	E: 1,734,926.75
8	THOMASON DR.	V6	N: 10,689,077.68	E: 1,735,246.79
8	THOMASON DR.	V7	N: 10,689,083.06	E: 1,735,253.34
9	THOMASON DR.	V8	N: 10,689,014.61	E: 1,735,881.85
9	THOMASON DR.	V9	N: 10,689,026.56	E: 1,735,882.90
9	THOMASON DR.	V10	N: 10,689,020.00	E: 1,735,888.35
9	THOMASON DR.	V11	N: 10,689,020.20	E: 1,735,921.84
9	THOMASON DR.	V12	N: 10,688,983.19	E: 1,736,199.35
9	THOMASON DR.	V13	N: 10,688,995.13	E: 1,736,200.54
9	THOMASON DR.	V14	N: 10,688,988.57	E: 1,736,205.92
9	THOMASON DR.	V15	N: 10,688,951.65	E: 1,736,518.01
9	THOMASON DR.	V16	N: 10,688,963.60	E: 1,736,519.20
9	THOMASON DR.	V17	N: 10,688,957.03	E: 1,736,524.58
9	THOMASON DR.	V18	N: 10,688,957.01	E: 1,736,557.70
9	THOMASON DR.	V19	N: 10,688,920.11	E: 1,736,836.75
9	THOMASON DR.	V20	N: 10,688,932.05	E: 1,736,837.94
9	THOMASON DR.	V21	N: 10,688,925.49	E: 1,736,843.32
10	THOMASON DR.	V22	N: 10,688,899.86	E: 1,737,136.14
10	THOMASON DR.	V23	N: 10,688,900.55	E: 1,737,156.22
10	THOMASON DR.	V24	N: 10,688,888.61	E: 1,737,155.03
10	THOMASON DR.	V25	N: 10,688,893.99	E: 1,737,161.59
10	THOMASON DR.	V26	N: 10,688,794.04	E: 1,738,107.23
10	THOMASON DR.	V27	N: 10,688,805.98	E: 1,738,108.43
10	THOMASON DR.	V28	N: 10,688,799.42	E: 1,738,113.80
11	THOMASON DR.	V29	N: 10,688,738.02	E: 1,738,761.49
12	THOMASON DR.	V30	N: 10,688,584.39	E: 1,740,216.98
12	THOMASON DR.	V31	N: 10,688,596.34	E: 1,740,218.16
12	THOMASON DR.	V32	N: 10,688,589.78	E: 1,740,223.54
12	THOMASON DR.	V33	N: 10,688,589.17	E: 1,740,260.83
12	THOMASON DR.	V34	N: 10,688,552.95	E: 1,740,535.11
12	THOMASON DR.	V35	N: 10,688,564.88	E: 1,740,536.37
12	THOMASON DR.	V36	N: 10,688,558.33	E: 1,740,541.71
12	THOMASON DR.	V37	N: 10,688,521.44	E: 1,740,853.88
12	THOMASON DR.	V38	N: 10,688,533.38	E: 1,740,855.08
12	THOMASON DR.	V39	N: 10,688,526.82	E: 1,740,860.45
13	THOMASON DR.	V40	N: 10,688,501.49	E: 1,741,157.99

WATER VALVE COORDINATE LOCATIONS				
			COORDINATES	
SHEET NUMBER	LOCATION	VALVE	NORTHING	EASTING
13	THOMASON DR.	V41	N: 10,688,489.83	E: 1,741,173.29
13	THOMASON DR.	V42	N: 10,688,501.78	E: 1,741,174.35
13	THOMASON DR.	V43	N: 10,688,495.20	E: 1,741,179.77
13	THOMASON DR.	V44	N: 10,688,456.99	E: 1,741,499.36
13	THOMASON DR.	V45	N: 10,688,468.94	E: 1,741,500.45
13	THOMASON DR.	V46	N: 10,688,462.36	E: 1,741,505.87
13	THOMASON DR.	V47	N: 10,688,423.74	E: 1,741,833.49
13	THOMASON DR.	V48	N: 10,688,435.68	E: 1,741,834.71
13	THOMASON DR.	V49	N: 10,688,429.12	E: 1,741,840.07
13	THOMASON DR.	V50	N: 10,688,428.56	E: 1,741,877.65
13	THOMASON DR.	V51	N: 10,688,392.34	E: 1,742,149.72
13	THOMASON DR.	V52	N: 10,688,404.27	E: 1,742,151.00
13	THOMASON DR.	V53	N: 10,688,397.71	E: 1,742,156.33
14	THOMASON DR.	V54	N: 10,688,360.61	E: 1,742,469.26
14	THOMASON DR.	V55	N: 10,688,372.54	E: 1,742,470.55
14	THOMASON DR.	V56	N: 10,688,365.98	E: 1,742,475.87
14	THOMASON DR.	V57	N: 10,688,329.07	E: 1,742,786.83
14	THOMASON DR.	V58	N: 10,688,341.01	E: 1,742,788.02
14	THOMASON DR.	V59	N: 10,688,334.45	E: 1,742,793.39
14	THOMASON DR.	V60	N: 10,688,334.36	E: 1,742,827.23
15	THOMASON DR.	V61	N: 10,688,201.24	E: 1,743,832.21
15	THOMASON DR.	V62	N: 10,688,212.92	E: 1,743,835.01
15	THOMASON DR.	V63	N: 10,688,204.88	E: 1,743,839.19
15	THOMASON DR.	V64	N: 10,687,775.53	E: 1,744,390.88
15	THOMASON DR.	V65	N: 10,687,770.80	E: 1,744,391.80
15	THOMASON DR.	V66	N: 10,687,762.31	E: 1,744,392.41
60	ROUNDABOUT	V67	N: 10,689,085.91	E: 1,734,371.96
75	ROUNDABOUT	V68	N: 10,689,194.82	E: 1,734,383.66
75	ROUNDABOUT	V69	N: 10,689,179.50	E: 1,734,382.26
75	ROUNDABOUT	V70	N: 10,689,174.08	E: 1,734,375.71
75	ROUNDABOUT	V71	N: 10,689,172.93	E: 1,734,387.66
75	ROUNDABOUT	V72	N: 10,689,167.55	E: 1,734,381.11

NOTES:

1. WATER VALVE LOCATIONS ARE SUBJECT TO CHANGE PENDING ANY PRIOR UTILITY WORK.
2. POWER POLE LOCATIONS ARE SUBJECT TO CHANGE PENDING ANY PRIOR RELOCATION BY FRANCHISE UTILITIES.

STATE OF MICHIGAN
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/17/2020

10.09.2020

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WATER VALVE COORDINATION SHEET

35

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POWER POLES COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	POWER POLE	NORTHING	EASTING
8	THOMASON DR.	P1	N: 10,689,125.72	E: 1,734,966.39
8	THOMASON DR.	P2	N: 10,689,015.42	E: 1,735,275.38
8	THOMASON DR.	P3	N: 10,688,988.79	E: 1,735,539.96
9	THOMASON DR.	P4	N: 10,688,954.23	E: 1,735,911.66
9	THOMASON DR.	P5	N: 10,688,920.65	E: 1,736,227.67
9	THOMASON DR.	P6	N: 10,688,971.42	E: 1,736,553.23
9	THOMASON DR.	P7	N: 10,688,889.36	E: 1,736,545.25
9	THOMASON DR.	P8	N: 10,688,857.25	E: 1,736,862.72
10	THOMASON DR.	P9	N: 10,688,822.79	E: 1,737,182.20
10	THOMASON DR.	P10	N: 10,688,736.98	E: 1,738,089.38
12	THOMASON DR.	P11	N: 10,688,606.48	E: 1,740,205.69
12	THOMASON DR.	P12	N: 10,688,569.18	E: 1,740,571.76
12	THOMASON DR.	P13	N: 10,688,536.93	E: 1,740,890.87
13	THOMASON DR.	P14	N: 10,688,503.04	E: 1,741,211.55
13	THOMASON DR.	P15	N: 10,688,361.95	E: 1,741,861.91
13	THOMASON DR.	P16	N: 10,688,336.62	E: 1,742,128.62
14	THOMASON DR.	P17	N: 10,688,304.27	E: 1,742,446.03
14	THOMASON DR.	P18	N: 10,688,351.78	E: 1,742,772.87
14	THOMASON DR.	P19	N: 10,688,271.74	E: 1,742,764.81

FIRE HYDRANTS COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	FIRE HYDRANT	NORTHING	EASTING
8	THOMASON DR. & SHADY LANE DR.	FH1	N: 10,689,137.22	E: 1,734,909.96
9	THOMASON DR. & THORNRIDGE DR.	FH2	N: 10,689,037.99	E: 1,735,923.60
9	THOMASON DR. & S. GLENWOOD DR.	FH3	N: 10,688,974.68	E: 1,736,559.45
10	THOMASON DR. & S. EISENHOWER DR.	FH4	N: 10,688,918.09	E: 1,737,137.97
12	THOMASON DR. & DEVONIAN DR.	FH5	N: 10,688,611.57	E: 1,740,263.05
13	THOMASON DR. & RUBY DR.	FH6	N: 10,688,526.98	E: 1,741,160.56
13	THOMASON DR. & BROOKS DR.	FH7	N: 10,688,447.42	E: 1,741,879.52
14	THOMASON DR. & WAVERLY DR.	FH8	N: 10,688,350.97	E: 1,742,828.88
15	THOMASON DR. & WALL ST.	FH9	N: 10,687,788.38	E: 1,744,402.06
9	THOMASON DR. & S. GLENWOOD DR.	FH10	N: 10,688,887.98	E: 1,736,491.58
10	THOMASON DR. & S. EISENHOWER DR.	FH11	N: 10,688,824.61	E: 1,737,128.52
10	THOMASON DR. & MONTY DR.	FH12	N: 10,688,824.79	E: 1,738,092.23
12	THOMASON DR. & DEVONIAN DR.	FH13	N: 10,688,523.74	E: 1,740,190.89
13	THOMASON DR. & RUBY DR.	FH14	N: 10,688,425.65	E: 1,741,147.27
13	THOMASON DR. & BROOKS DR.	FH15	N: 10,688,360.11	E: 1,741,806.93
14	THOMASON DR. & WAVERLY DR.	FH16	N: 10,688,263.54	E: 1,742,821.53
15	THOMASON DR. & ANETTA DR.	FH17	N: 10,688,149.35	E: 1,743,797.18
15	THOMASON DR. & W. WALL ST.	FH18	N: 10,687,727.37	E: 1,744,335.98

LIGHT POLE COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	LIGHT POLE	NORTHING	EASTING
13	THOMASON DR.	LP1	N: 10,688,476.15	E: 1,741,475.36
14	THOMASON DR.	LP2	N: 10,688,267.77	E: 1,742,764.22

MANHOLE COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	MANHOLE	NORTHING	EASTING
8	THOMASON DR.	M1	N: 10,689,118.65	E: 1,734,895.11

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MIDLAND Engineering Services

POWER POLE, MANHOLE AND FIRE HYFRANT COORDINATION SHEET

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

09/21/2020

HANDICAP RAMPS COORDINATE LOCATIONS

SHEET NUMBER	LOCATION	HANDICAP RAMPS	COORDINATES NORTHING	COORDINATES EASTING
8	THOMASON DR. & SHADY LANE DR.	H1	N: 10,689,132.84	E: 1,734,910.28
8	THOMASON DR. & SHADY LANE DR.	H2	N: 10,689,127.04	E: 1,734,966.02
8	THOMASON DR. & ROCKY LANE DR.	H3	N: 10,689,052.43	E: 1,734,904.94
8	THOMASON DR. & ROCKY LANE DR.	H4	N: 10,689,047.48	E: 1,734,956.90
8	THOMASON DR. & WILLOWOOD DR.	H5	N: 10,689,021.27	E: 1,735,223.23
8	THOMASON DR. & WILLOWOOD DR.	H6	N: 10,689,016.23	E: 1,735,275.36
8	THOMASON DR. & TANGLEWOOD DR.	H7	N: 10,688,989.99	E: 1,735,539.55
8	THOMASON DR. & TANGLEWOOD DR.	H8	N: 10,688,984.16	E: 1,735,595.61
9	THOMASON DR. & THORNRIDGE DR.	H9	N: 10,689,037.87	E: 1,735,865.81
9	THOMASON DR. & THORNRIDGE DR.	H10	N: 10,689,032.49	E: 1,735,921.62
9	THOMASON DR. & THORNRIDGE DR.	H11	N: 10,688,958.15	E: 1,735,857.97
9	THOMASON DR. & THORNRIDGE DR.	H12	N: 10,688,952.59	E: 1,735,913.73
9	THOMASON DR. & S. BENTWOOD DR.	H13	N: 10,689,006.31	E: 1,736,183.63
9	THOMASON DR. & S. BENTWOOD DR.	H14	N: 10,689,000.92	E: 1,736,239.55
9	THOMASON DR. & S. BENTWOOD DR.	H15	N: 10,688,926.73	E: 1,736,176.34
9	THOMASON DR. & S. BENTWOOD DR.	H16	N: 10,688,920.84	E: 1,736,232.06
9	THOMASON DR. & S. GLENWOOD DR.	H17	N: 10,688,974.56	E: 1,736,504.27
9	THOMASON DR. & S. GLENWOOD DR.	H18	N: 10,688,969.37	E: 1,736,556.06
9	THOMASON DR. & S. GLENWOOD DR.	H19	N: 10,688,894.93	E: 1,736,496.65
9	THOMASON DR. & S. GLENWOOD DR.	H20	N: 10,688,889.64	E: 1,736,548.64
9	THOMASON DR. & S. DEWBERRY DR.	H21	N: 10,688,942.88	E: 1,736,822.69
9	THOMASON DR. & S. DEWBERRY DR.	H22	N: 10,688,937.83	E: 1,736,874.57
9	THOMASON DR. & S. DEWBERRY DR.	H23	N: 10,688,863.20	E: 1,736,814.97
9	THOMASON DR. & S. DEWBERRY DR.	H24	N: 10,688,858.06	E: 1,736,866.85
10	THOMASON DR. & S. EISENHOWER DR.	H25	N: 10,688,911.62	E: 1,737,139.60
10	THOMASON DR. & S. EISENHOWER DR.	H26	N: 10,688,906.31	E: 1,737,195.55
10	THOMASON DR. & S. EISENHOWER DR.	H27	N: 10,688,831.73	E: 1,737,131.77
10	THOMASON DR. & S. EISENHOWER DR.	H28	N: 10,688,826.29	E: 1,737,187.39
10	THOMASON DR. & MONTY DR.	H29	N: 10,688,817.23	E: 1,738,093.83
10	THOMASON DR. & MONTY DR.	H30	N: 10,688,811.57	E: 1,738,149.67
10	THOMASON DR. & LEISURE DR.	H31	N: 10,688,737.58	E: 1,738,085.87
10	THOMASON DR. & LEISURE DR.	H32	N: 10,688,732.03	E: 1,738,141.53
12	THOMASON DR. & DEVONIAN DR.	H33	N: 10,688,607.39	E: 1,740,203.91
12	THOMASON DR. & DEVONIAN DR.	H34	N: 10,688,602.40	E: 1,740,255.30
12	THOMASON DR. & DEVONIAN DR.	H35	N: 10,688,527.73	E: 1,740,195.82
12	THOMASON DR. & DEVONIAN DR.	H36	N: 10,688,522.73	E: 1,740,247.64
12	THOMASON DR. & BECKLEY DR.	H37	N: 10,688,575.98	E: 1,740,522.02
12	THOMASON DR. & BECKLEY DR.	H38	N: 10,688,572.69	E: 1,740,573.80
12	THOMASON DR. & BECKLEY DR.	H39	N: 10,688,496.06	E: 1,740,513.88
12	THOMASON DR. & BECKLEY DR.	H40	N: 10,688,491.04	E: 1,740,567.81
12	THOMASON DR. & SPRABERRY DR.	H41	N: 10,688,544.54	E: 1,740,840.43
12	THOMASON DR. & SPRABERRY DR.	H42	N: 10,688,539.40	E: 1,740,892.32

HANDICAP RAMPS COORDINATE LOCATIONS

SHEET NUMBER	LOCATION	HANDICAP RAMPS	COORDINATES NORTHING	COORDINATES EASTING
12	THOMASON DR. & SPRABERRY DR.	H43	N: 10,688,464.49	E: 1,740,832.54
12	THOMASON DR. & SPRABERRY DR.	H44	N: 10,688,459.13	E: 1,740,884.12
13	THOMASON DR. & RUBY DR.	H45	N: 10,688,513.00	E: 1,741,158.52
13	THOMASON DR. & RUBY DR.	H46	N: 10,688,507.79	E: 1,741,210.73
13	THOMASON DR. & RUBY DR.	H47	N: 10,688,432.80	E: 1,741,151.26
13	THOMASON DR. & RUBY DR.	H48	N: 10,688,427.42	E: 1,741,203.00
13	THOMASON DR. & RAYMOND RD.	H49	N: 10,688,480.19	E: 1,741,485.17
13	THOMASON DR. & RAYMOND RD.	H50	N: 10,688,474.45	E: 1,741,541.02
13	THOMASON DR. & S. RAYMOND RD.	H51	N: 10,688,400.59	E: 1,741,477.24
13	THOMASON DR. & S. RAYMOND RD.	H52	N: 10,688,395.15	E: 1,741,532.81
13	THOMASON DR. & BROOKS DR.	H53	N: 10,688,447.15	E: 1,741,817.52
13	THOMASON DR. & BROOKS DR.	H54	N: 10,688,442.09	E: 1,741,870.38
13	THOMASON DR. & BROOKS DR.	H55	N: 10,688,367.22	E: 1,741,810.38
13	THOMASON DR. & BROOKS DR.	H56	N: 10,688,361.99	E: 1,741,862.57
13	THOMASON DR. & CANYON DR.	H57	N: 10,688,415.41	E: 1,742,136.71
13	THOMASON DR. & CANYON DR.	H58	N: 10,688,410.58	E: 1,742,188.78
13	THOMASON DR. & CANYON DR.	H59	N: 10,688,335.32	E: 1,742,128.85
13	THOMASON DR. & CANYON DR.	H60	N: 10,688,330.56	E: 1,742,181.09
14	THOMASON DR. & HOWARD DR.	H61	N: 10,688,383.91	E: 1,742,455.18
14	THOMASON DR. & HOWARD DR.	H62	N: 10,688,378.31	E: 1,742,507.03
14	THOMASON DR. & HOWARD DR.	H63	N: 10,688,303.98	E: 1,742,447.34
14	THOMASON DR. & HOWARD DR.	H64	N: 10,688,298.84	E: 1,742,499.27
14	THOMASON DR. & WAVERLY DR.	H65	N: 10,688,352.08	E: 1,742,773.44
14	THOMASON DR. & WAVERLY DR.	H66	N: 10,688,347.46	E: 1,742,825.56
14	THOMASON DR. & WAVERLY DR.	H67	N: 10,688,272.38	E: 1,742,765.61
14	THOMASON DR. & WAVERLY DR.	H68	N: 10,688,266.80	E: 1,742,817.33
15	THOMASON DR. & HOLLY DR.	H69	N: 10,688,228.13	E: 1,743,822.01
15	THOMASON DR. & HOLLY DR.	H70	N: 10,688,208.76	E: 1,743,872.06
15	THOMASON DR. & ANETTA DR.	H71	N: 10,688,152.29	E: 1,743,801.09
15	THOMASON DR. & ANETTA DR.	H72	N: 10,688,128.99	E: 1,743,851.39
11	THOMASON DR. & MIDLAND DR.	H73	N: 10,688,695.36	E: 1,739,328.39
11	THOMASON DR. & MIDLAND DR.	H74	N: 10,688,684.28	E: 1,739,413.94
11	THOMASON DR. & MIDLAND DR.	H75	N: 10,688,612.84	E: 1,739,351.99
11	THOMASON DR. & MIDLAND DR.	H76	N: 10,688,602.44	E: 1,739,438.19

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/11/2020

8.554

November 17, 2020

10.09.2020

Know what's below. Call before you dig.

DRAWN BY: MID
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

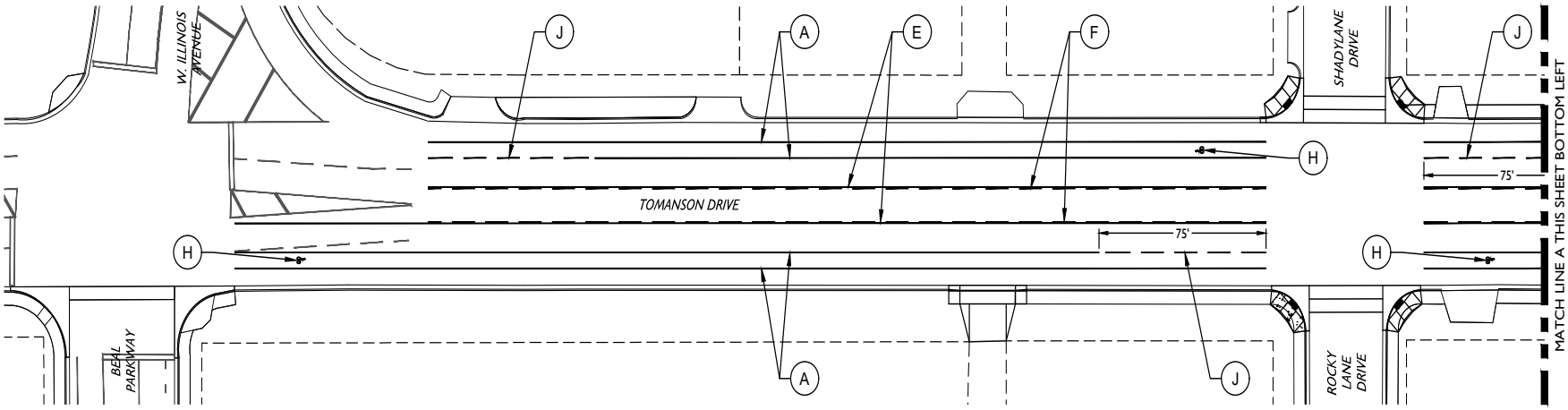
ADA RAMPS
COORDINATION SHEET

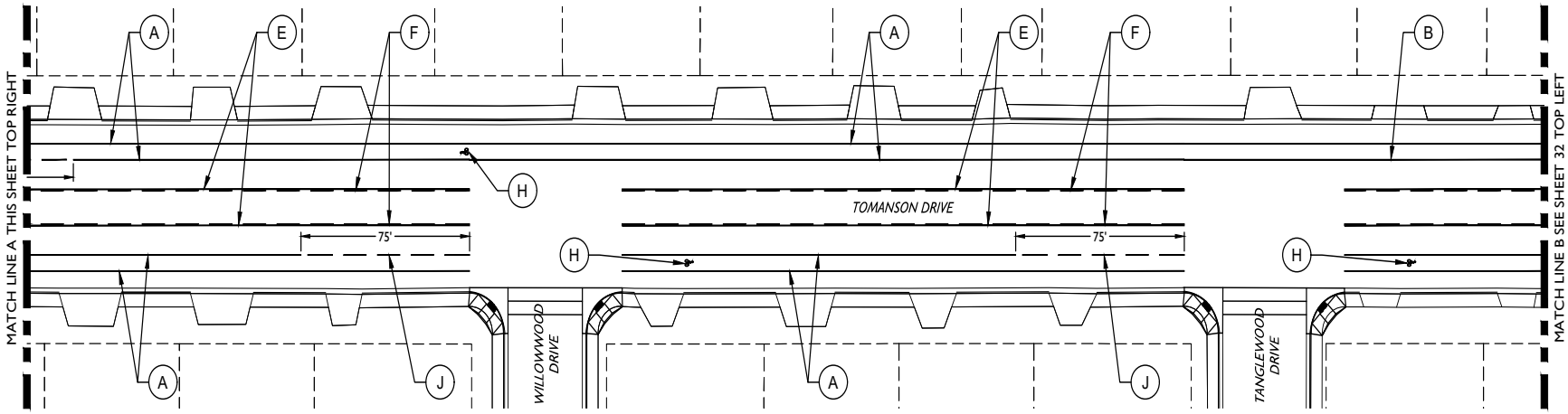
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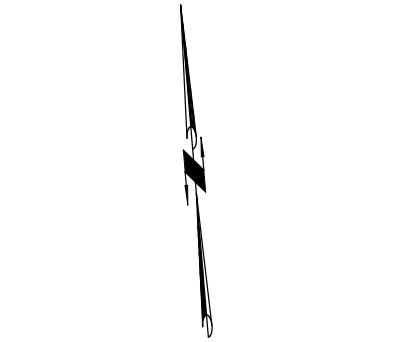
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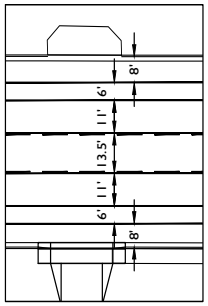
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PACKET









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) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
ALL PAVEMENT MARKING WORK SHALL 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

8.555

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

November 17, 2020
09/21/2020

PACKET

Know what's below. Call before you dig.

DRAWN BY: MID	CHECKED BY: ALM	APPROVED BY: ALM	SCALE: 1:50	JOB#: 180172	DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

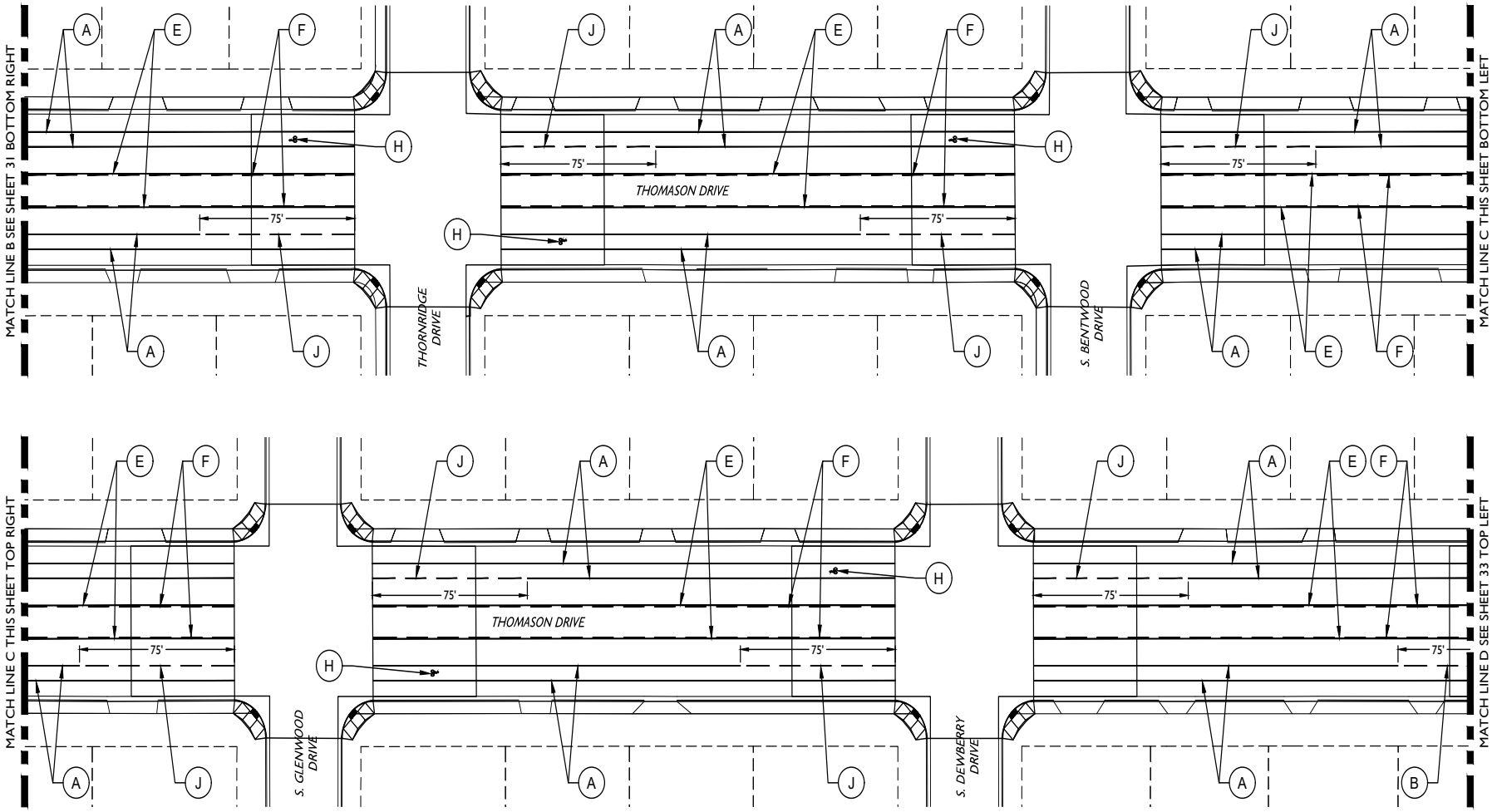
MIDLAND Engineering Services

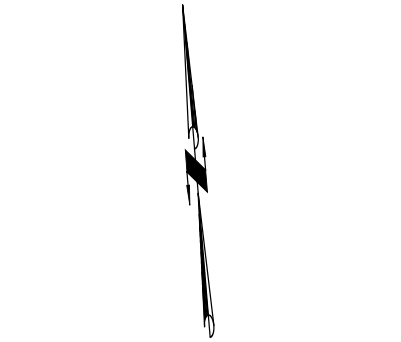
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 1 OF 8

38

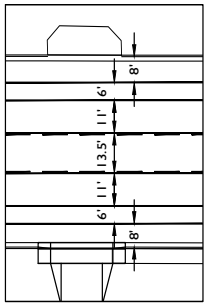
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SCALE 1" = 50'



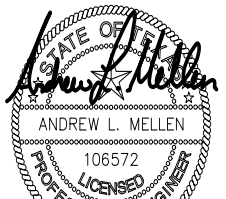
DETAIL "A"
TYPICAL ROAD LANE
STRIPING DIMENSIONS
N.T.S.

LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
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8.556



November 17, 2020
09/21/2020

Know what's below. Call before you dig.

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SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

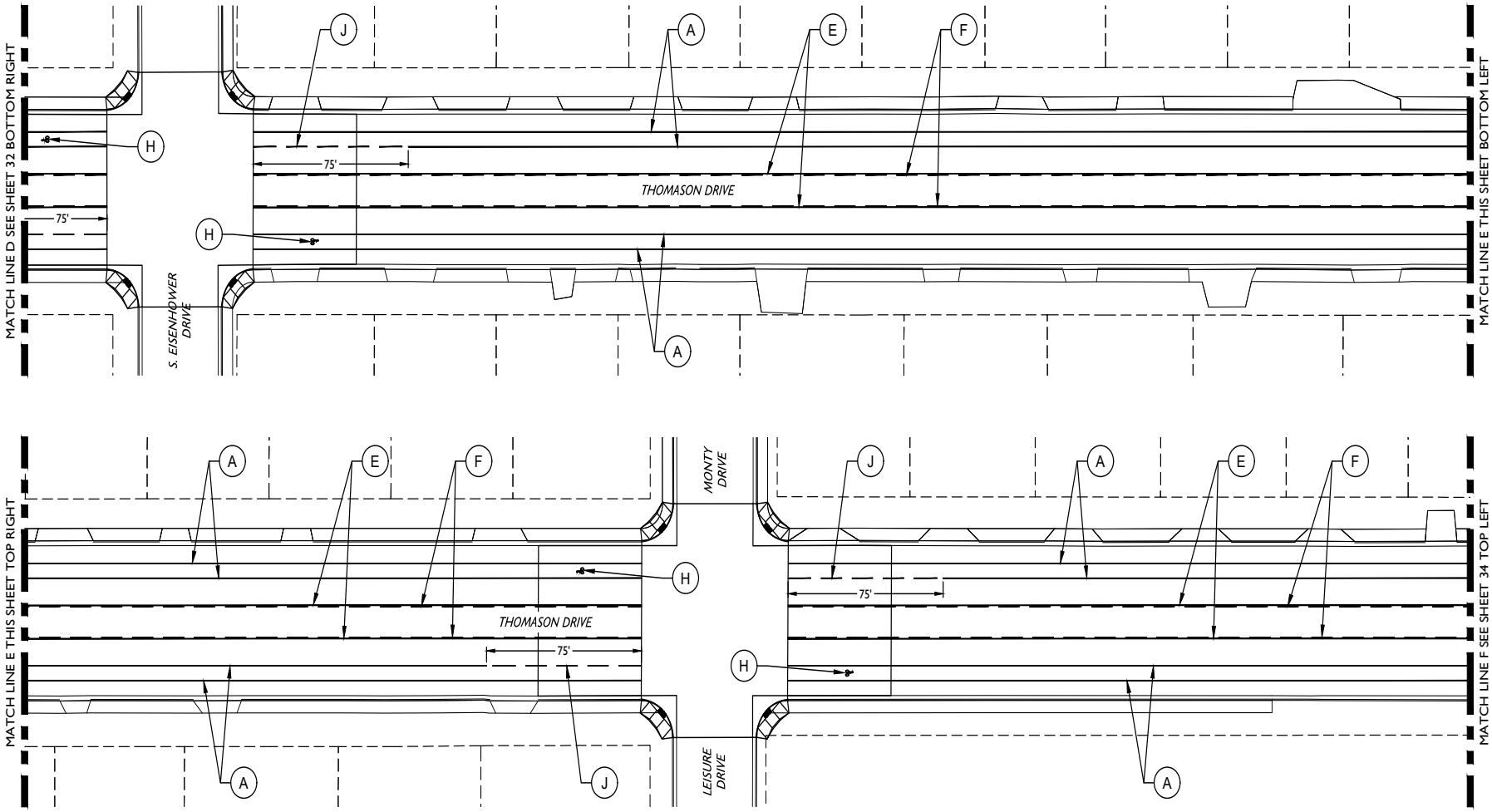
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 2 OF 8

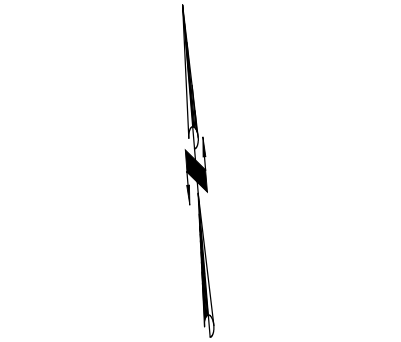
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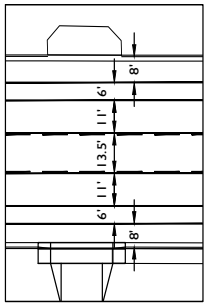
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PACKET







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) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
ALL PAVEMENT MARKING WORK SHALL 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

8.557

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

November 17, 2020

PACKET

Know what's below. Call before you dig.

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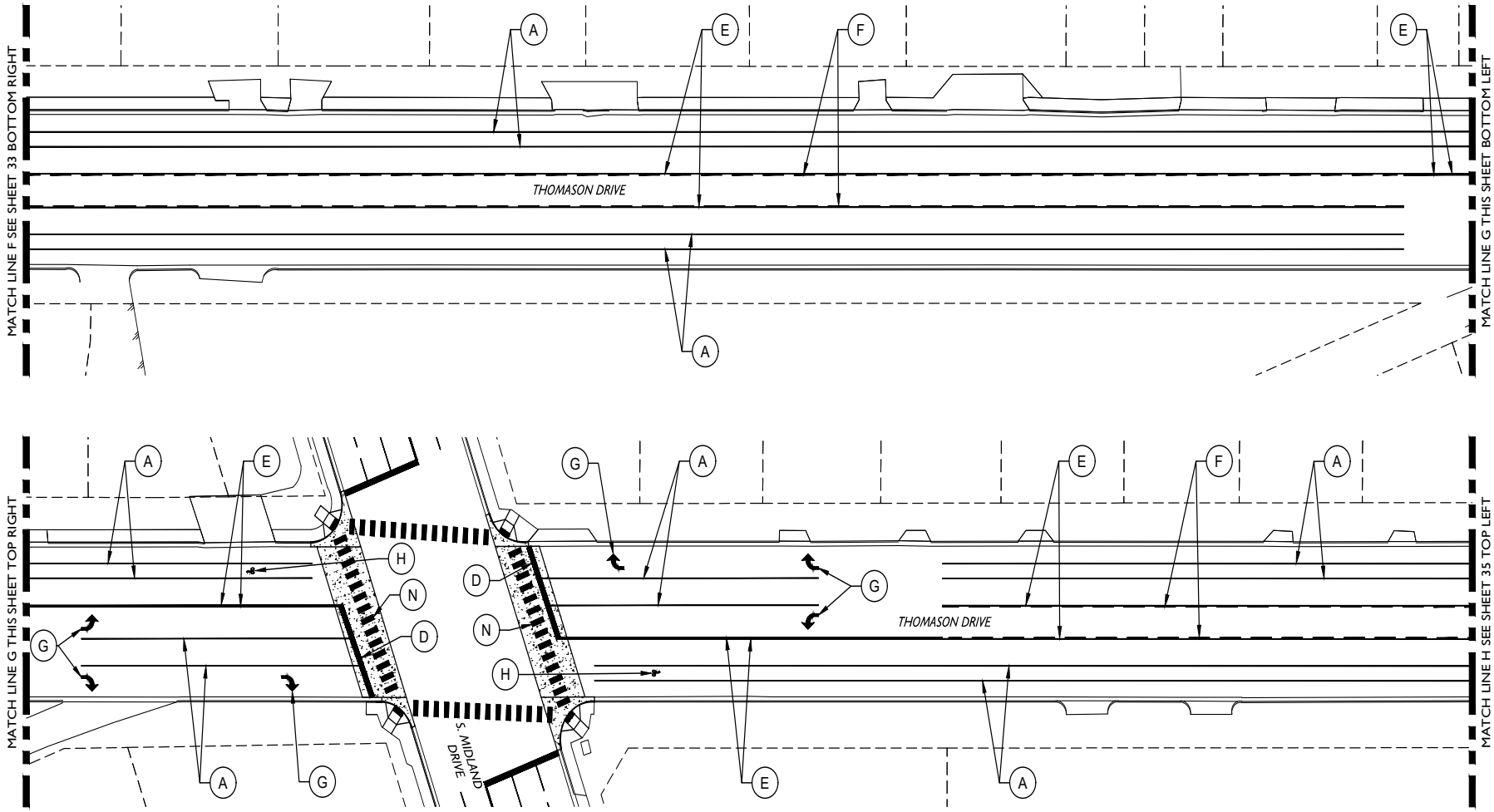
MIDLAND Engineering Services

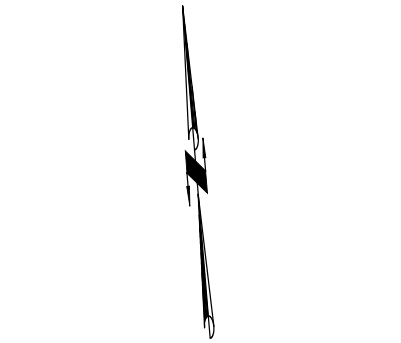
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 3 OF 8

40

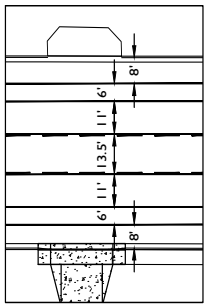
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SCALE 1" = 50'



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) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

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PACKET
8.558

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

November 17, 2020
09/21/2020

Know what's below. Call before you dig.

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CHECKED BY:	ALM
APPROVED BY:	ALM
SCALE: 1:50	
JOB#: 180072	
DATE: 03/07/2019	

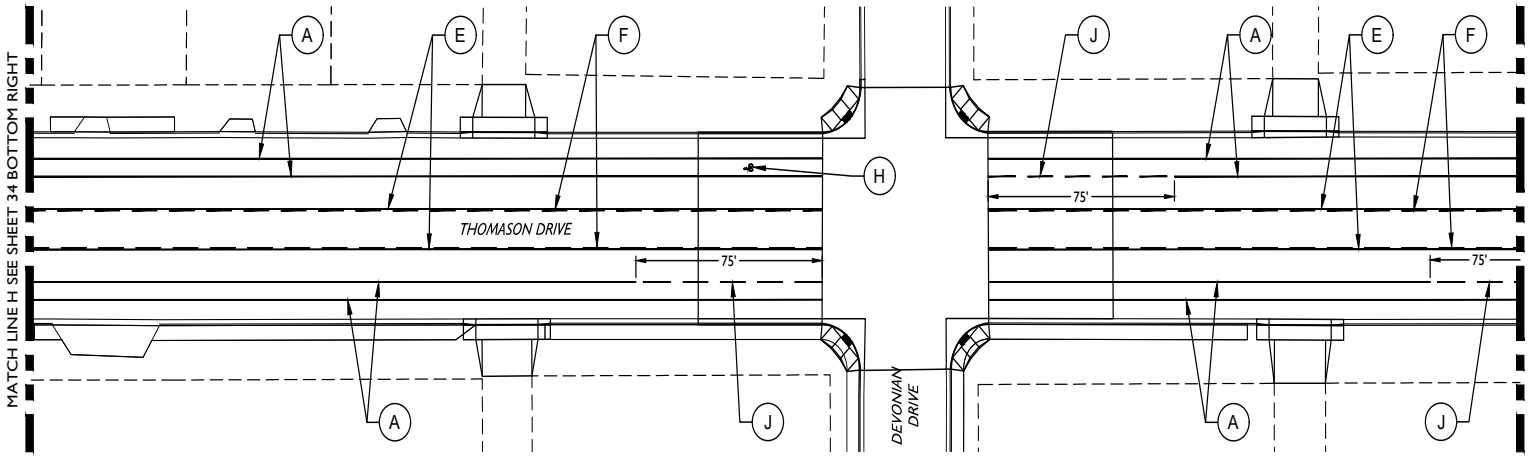
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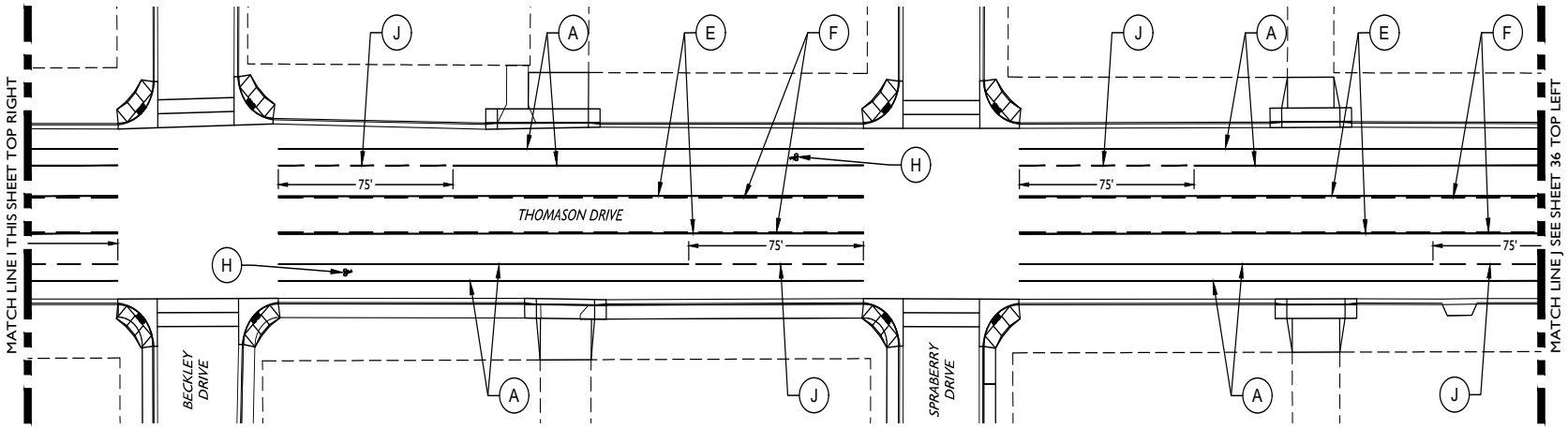
MIDLAND Engineering Services

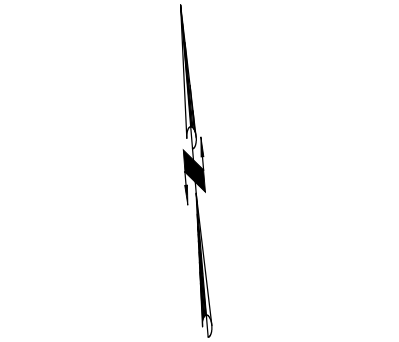
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 4 OF 8

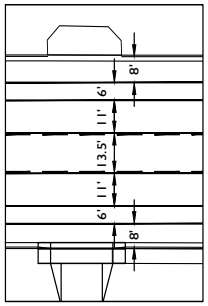
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DETAIL "A"
TYPICAL ROAD LANE
STRIPING DIMENSIONS
N.T.S.

LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
ALL PAVEMENT MARKING WORK SHALL 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

PACKET
8.559

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

November 17, 2020
09/21/2020

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JOB#: 180072
DATE: 03/07/2019

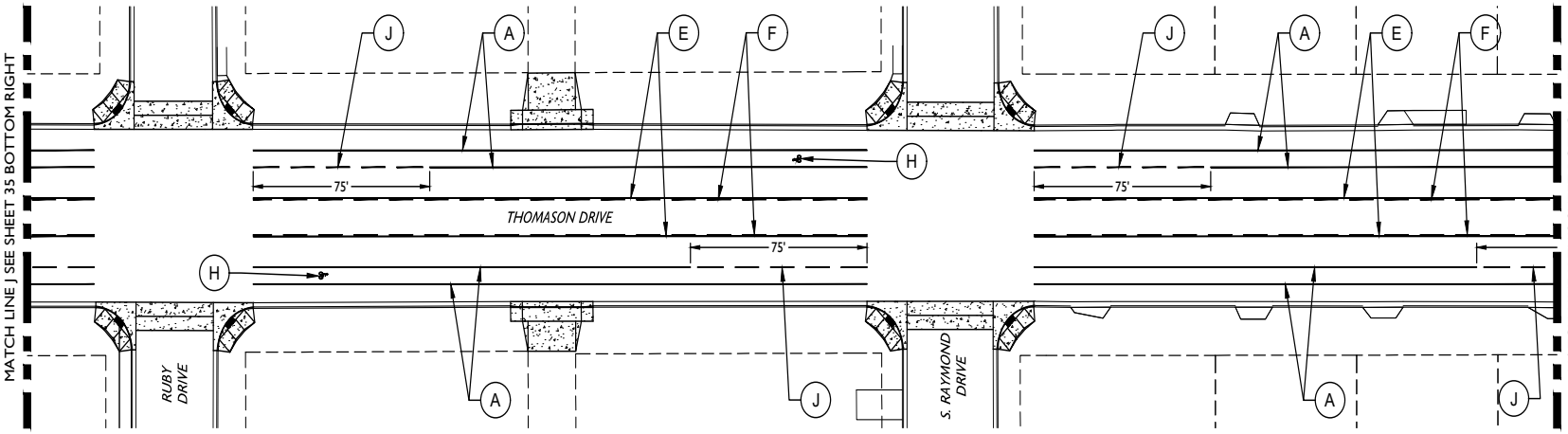
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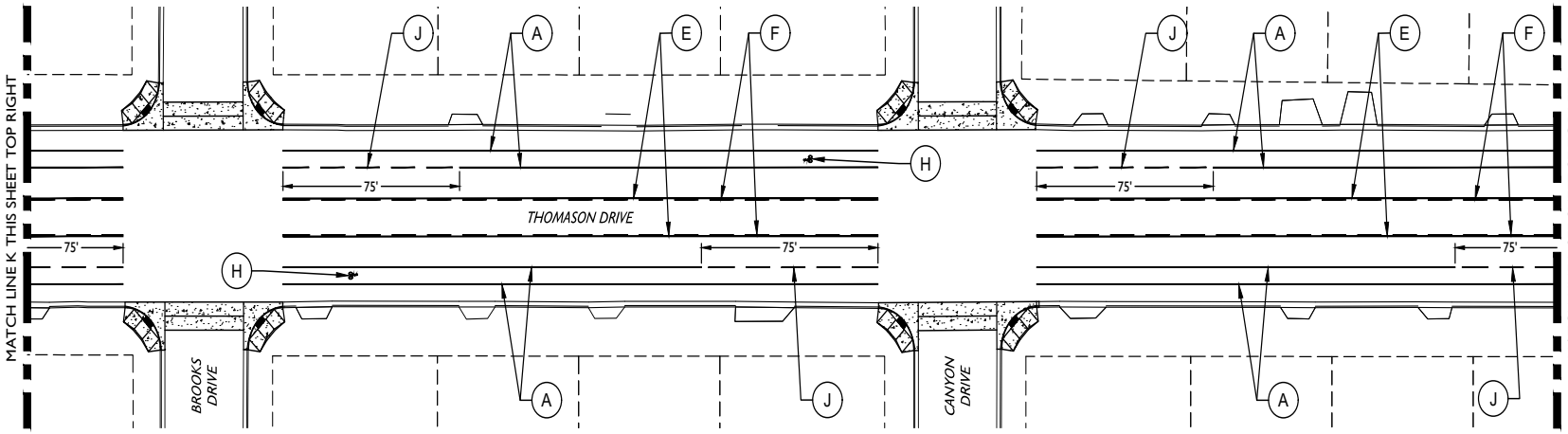
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 5 OF 8

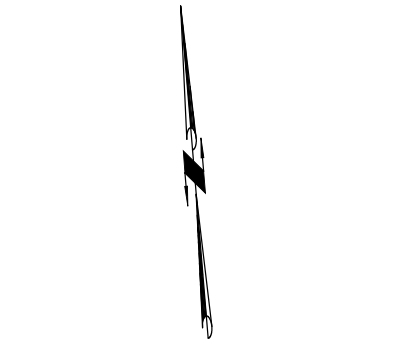
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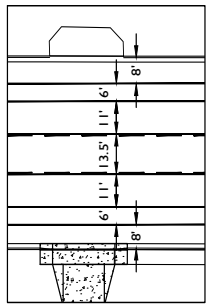
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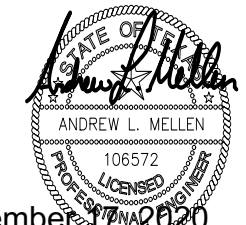
DETAIL "A"
TYPICAL ROAD LANE
STRIPING DIMENSIONS
N.T.S.

LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
ALL PAVEMENT MARKING WORK SHALL 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

8.560



November 17, 2020
09/21/2020

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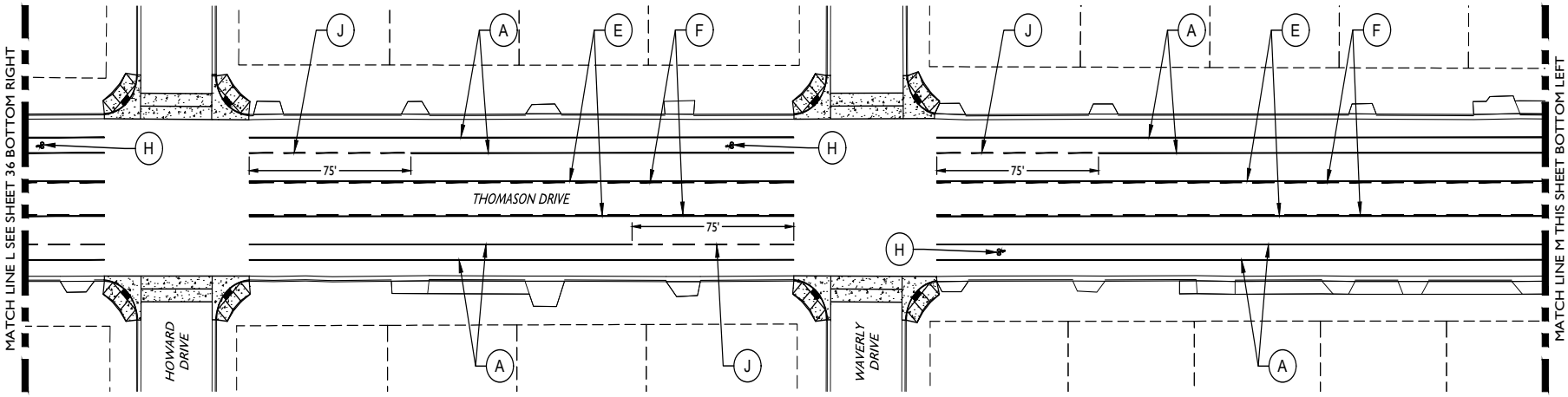
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 6 OF 8

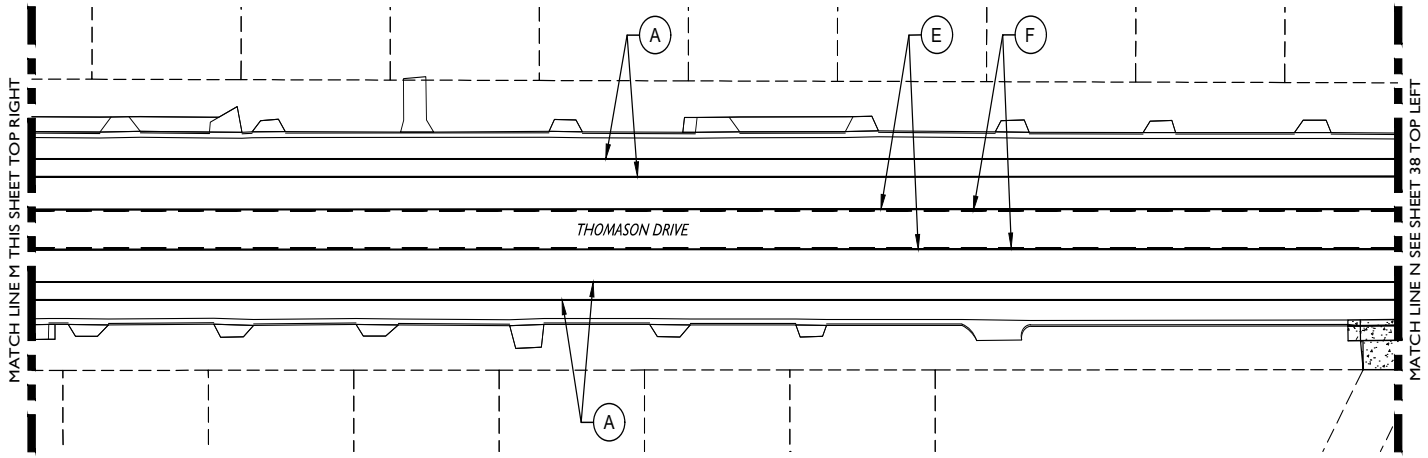
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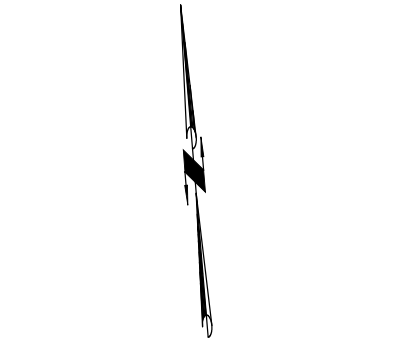
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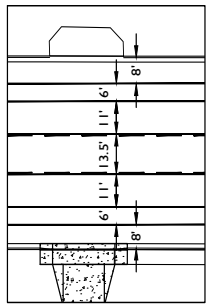
PACKET







SCALE 1" = 50'



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) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
ALL PAVEMENT MARKING WORK SHALL 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

8.561

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

November 17, 2020
09/21/2020

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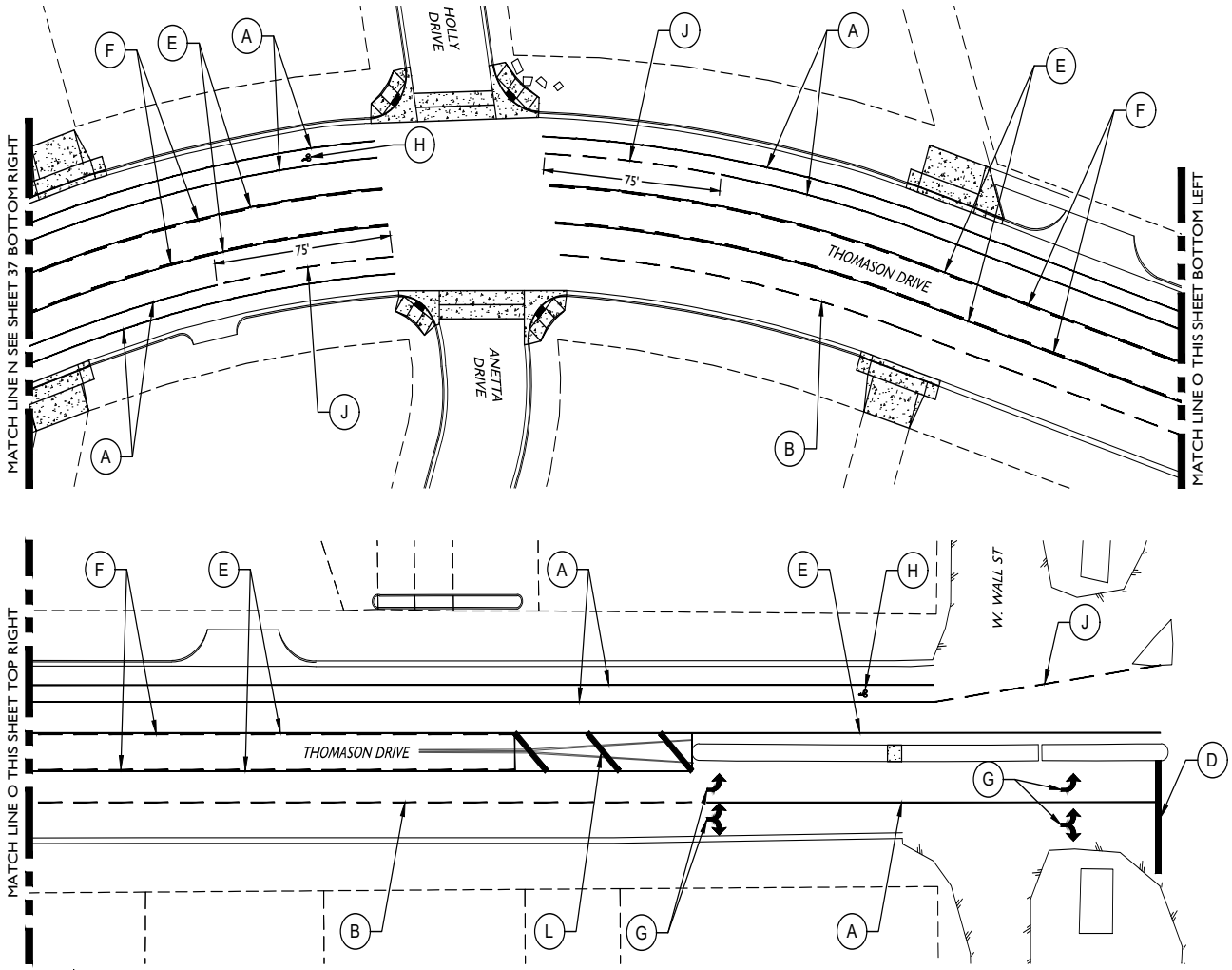
PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 7 OF 8

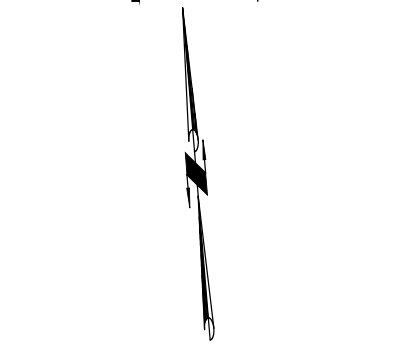
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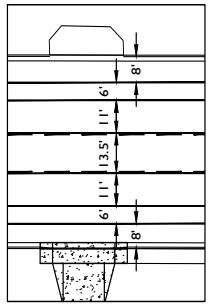
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PACKET





SCALE 1" = 50'



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) (4IN) (BRK)
- (C) REFL PAV MRK TY I (W) (8IN) (SLD)
- (D) REFL PAV MRK TY I (W) (24IN) (SLD)
- (E) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (F) REFL PAV MRK TY I (Y) (4IN) (BRK)
- (G) REFL PAV MRK TY I (W) (ARROW)
- (H) REFL PAV MRK TY I (W) (BIKE/CART)
- (I) REFL RAISED MARKER TY I-C
- (J) REFL PAV MARK TY I (W) (4IN) (DOT)
- (K) REFL PAV MRK TY I (W) (8 IN) (DOT)
- (L) REFL PAV MRK TY I (Y) (24 IN) (SLD)
- (M) REFL PAV MRK TY I (W) (18 IN) (YIELD LINE)
- (N) CROSSWALK DETAIL REFER TO DETAIL N SHEET 27
- (O) REFL PAV MRK TY I (Y) (8IN) (SLD)

NOTE:
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8.562

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PROFESSIONAL ENGINEER

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DATE:	03/07/2019

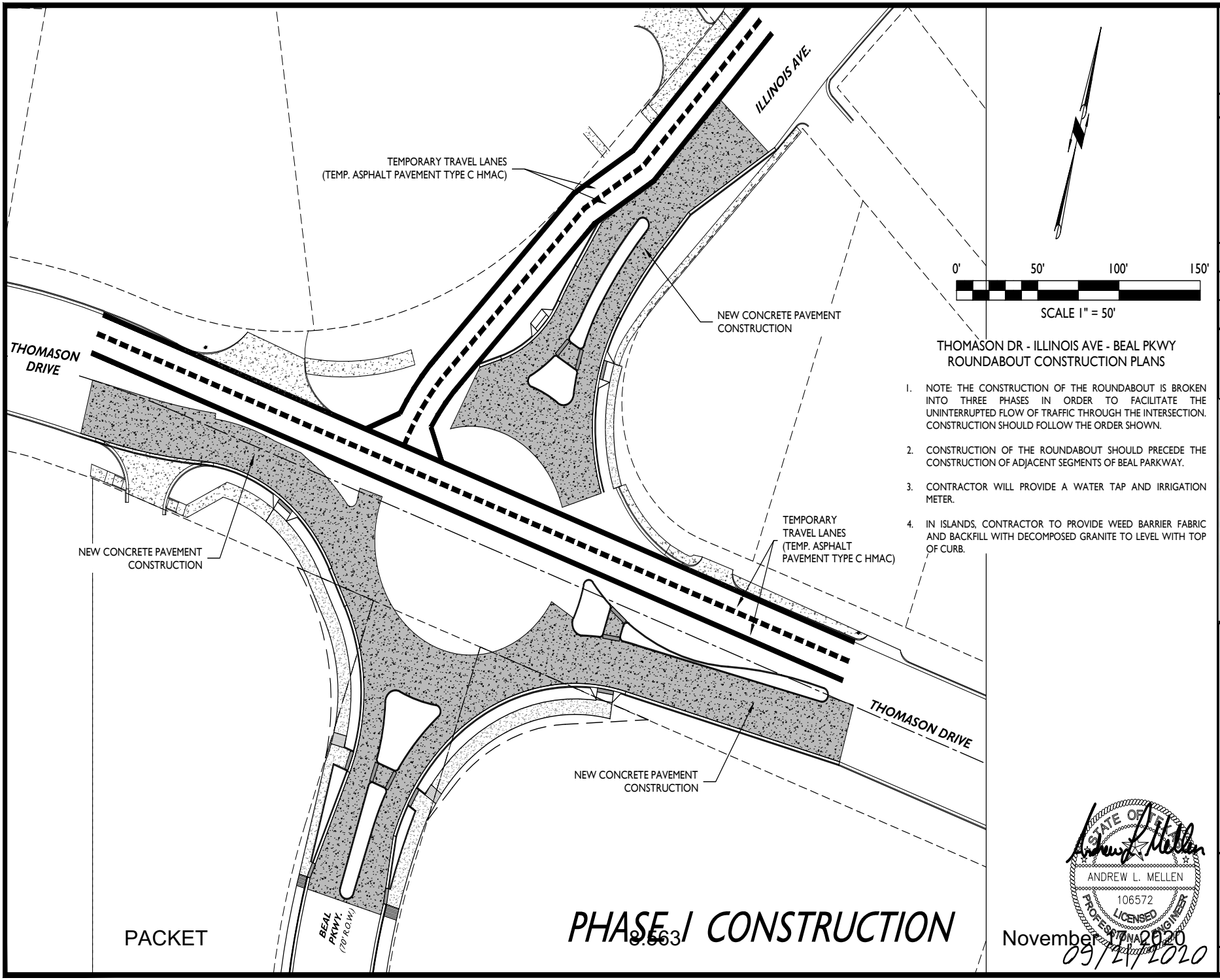
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PAVEMENT MARKING PLAN
THOMASON DRIVE
PLAN SHEET 8 OF 8

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PHASE I CONSTRUCTION

PACKET

Pg 563

November 17, 2020

09/24/2020

THOMASON DR - ILLINOIS AVE - BEAL PKWY ROUNDABOUT CONSTRUCTION PLANS

1. NOTE: THE CONSTRUCTION OF THE ROUNDABOUT IS BROKEN INTO THREE PHASES IN ORDER TO FACILITATE THE UNINTERRUPTED FLOW OF TRAFFIC THROUGH THE INTERSECTION. CONSTRUCTION SHOULD FOLLOW THE ORDER SHOWN.
2. CONSTRUCTION OF THE ROUNDABOUT SHOULD PRECEDE THE CONSTRUCTION OF ADJACENT SEGMENTS OF BEAL PARKWAY.
3. CONTRACTOR WILL PROVIDE A WATER TAP AND IRRIGATION METER.
4. IN ISLANDS, CONTRACTOR TO PROVIDE WEED BARRIER FABRIC AND BACKFILL WITH DECOMPOSED GRANITE TO LEVEL WITH TOP OF CURB.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

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JOB#: 180072
DATE: 03/07/2019

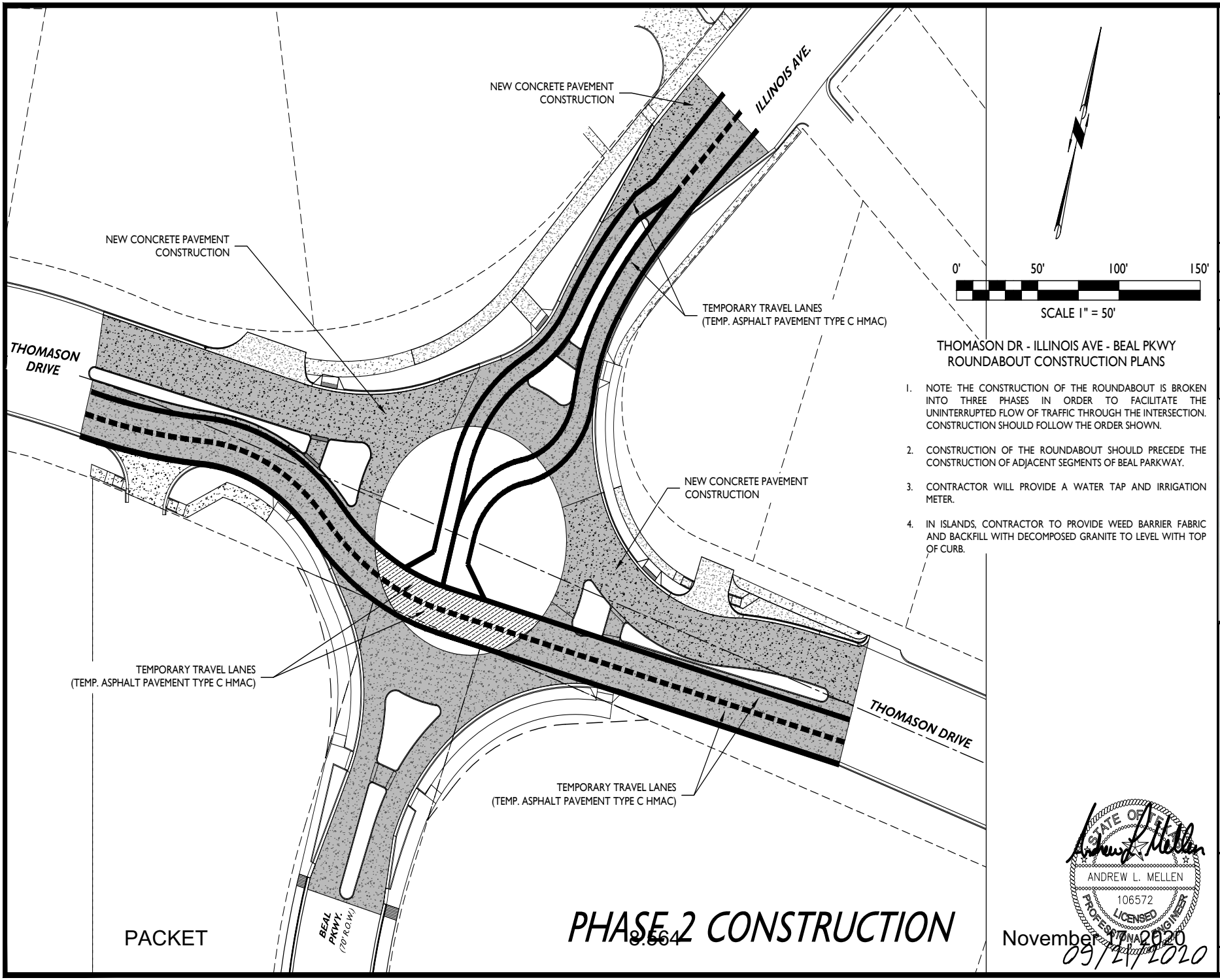
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ROUNDABOUT PHASE I

46

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THOMASON DR - ILLINOIS AVE - BEAL PKWY ROUNDABOUT CONSTRUCTION PLANS

1. NOTE: THE CONSTRUCTION OF THE ROUNDABOUT IS BROKEN INTO THREE PHASES IN ORDER TO FACILITATE THE UNINTERRUPTED FLOW OF TRAFFIC THROUGH THE INTERSECTION. CONSTRUCTION SHOULD FOLLOW THE ORDER SHOWN.
2. CONSTRUCTION OF THE ROUNDABOUT SHOULD PRECEDE THE CONSTRUCTION OF ADJACENT SEGMENTS OF BEAL PARKWAY.
3. CONTRACTOR WILL PROVIDE A WATER TAP AND IRRIGATION METER.
4. IN ISLANDS, CONTRACTOR TO PROVIDE WEED BARRIER FABRIC AND BACKFILL WITH DECOMPOSED GRANITE TO LEVEL WITH TOP OF CURB.

PACKET

PHASE 2 CONSTRUCTION

Pg. 564

November 17, 2020

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106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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JOB#: 180072	
DATE: 03/07/2019	

REV. NO.	DATE	BY	DESCRIPTION

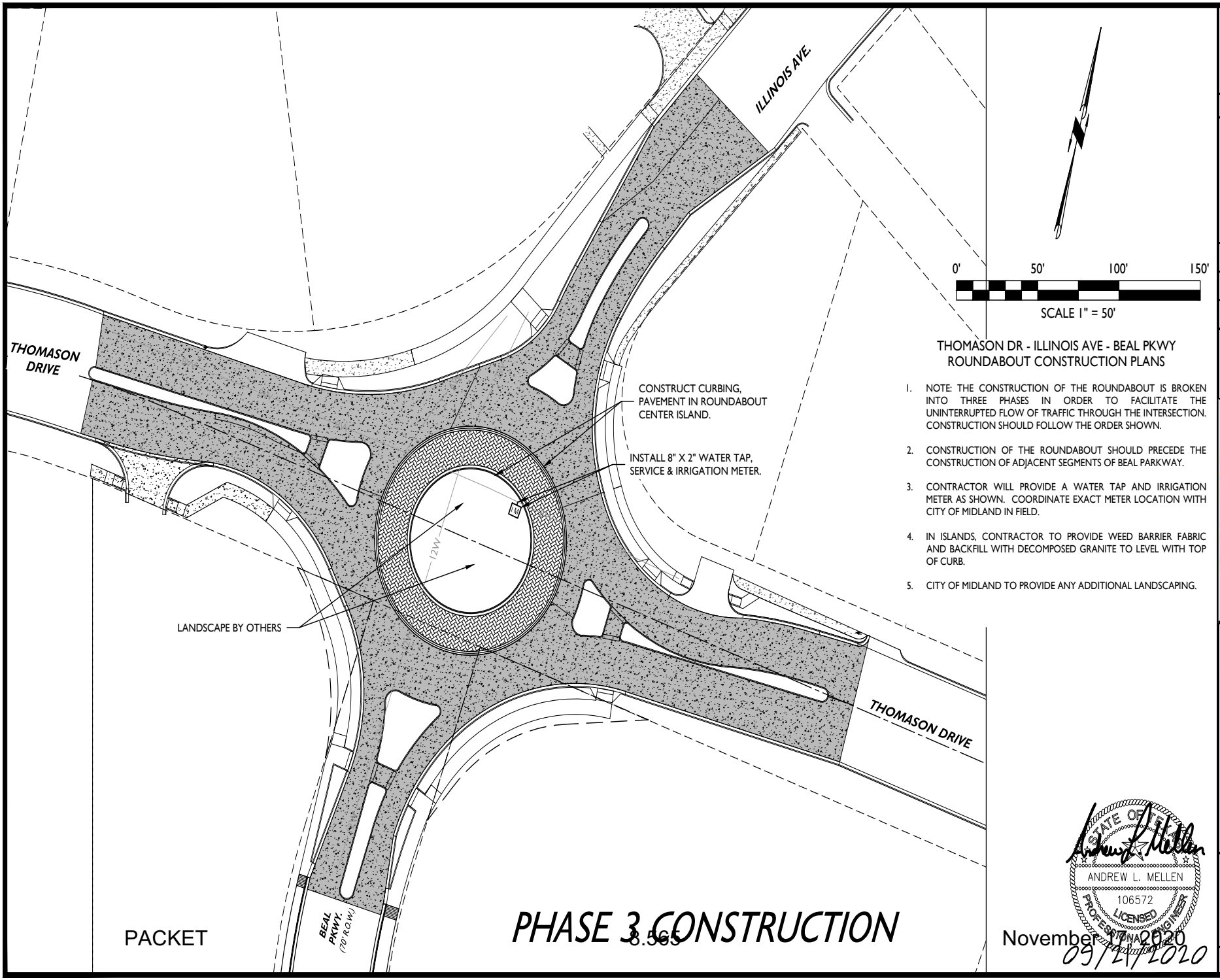
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ROUNDABOUT PHASE 2

47

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THOMASON DR - ILLINOIS AVE - BEAL PKWY
ROUNDABOUT CONSTRUCTION PLANS

1. NOTE: THE CONSTRUCTION OF THE ROUNDABOUT IS BROKEN INTO THREE PHASES IN ORDER TO FACILITATE THE UNINTERRUPTED FLOW OF TRAFFIC THROUGH THE INTERSECTION. CONSTRUCTION SHOULD FOLLOW THE ORDER SHOWN.
2. CONSTRUCTION OF THE ROUNDABOUT SHOULD PRECEDE THE CONSTRUCTION OF ADJACENT SEGMENTS OF BEAL PARKWAY.
3. CONTRACTOR WILL PROVIDE A WATER TAP AND IRRIGATION METER AS SHOWN. COORDINATE EXACT METER LOCATION WITH CITY OF MIDLAND IN FIELD.
4. IN ISLANDS, CONTRACTOR TO PROVIDE WEED BARRIER FABRIC AND BACKFILL WITH DECOMPOSED GRANITE TO LEVEL WITH TOP OF CURB.
5. CITY OF MIDLAND TO PROVIDE ANY ADDITIONAL LANDSCAPING.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET

PHASE 3 CONSTRUCTION

8.565

November 17, 2020

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REV. NO.	DATE	BY	DESCRIPTION

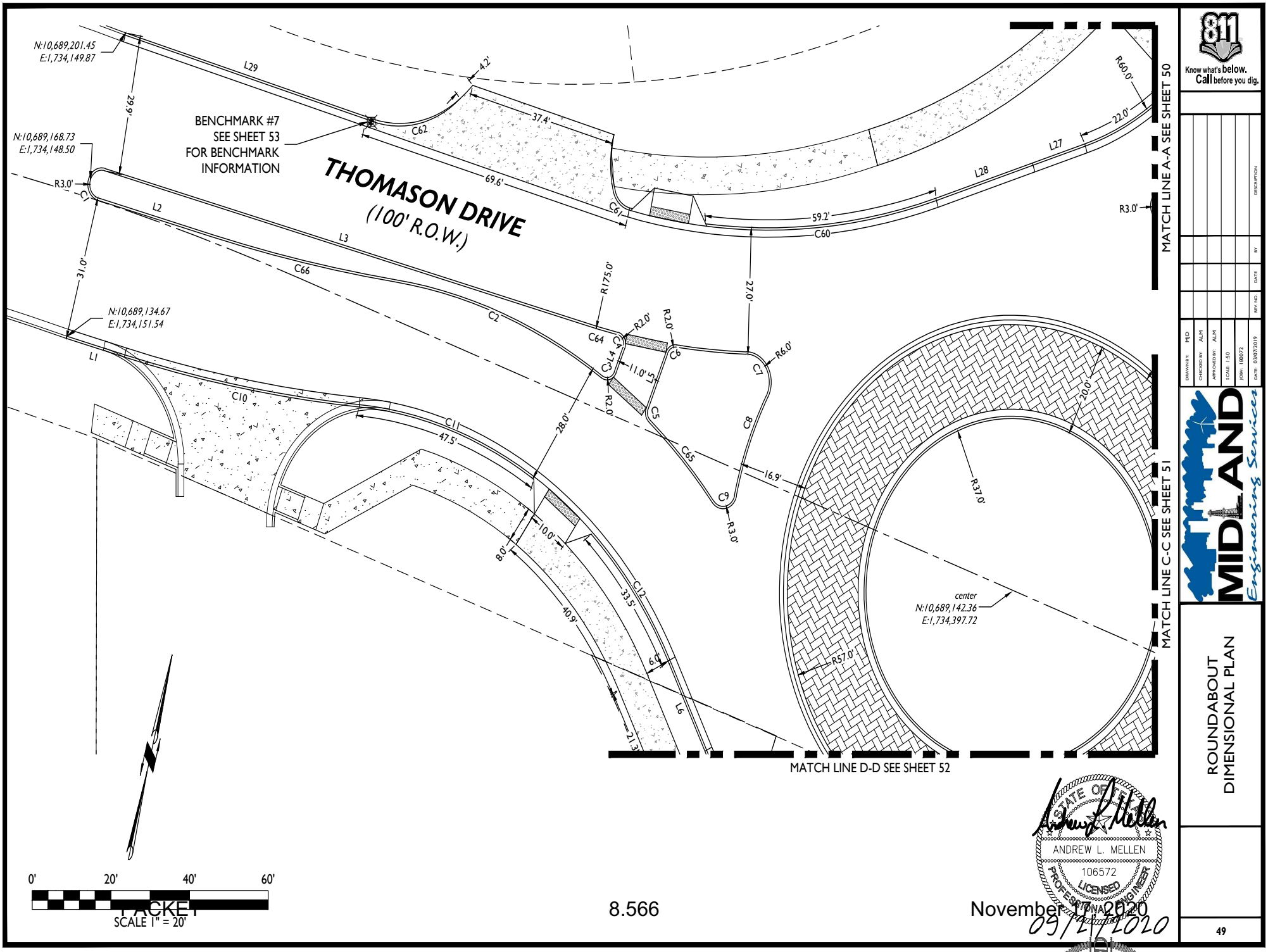
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ROUNDABOUT PHASE 3

48

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JOB#: 180072	
DATE: 03/07/2019	

REV. NO.	DATE	BY	DESCRIPTION

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ROUNDABOUT
DIMENSIONAL PLAN

49

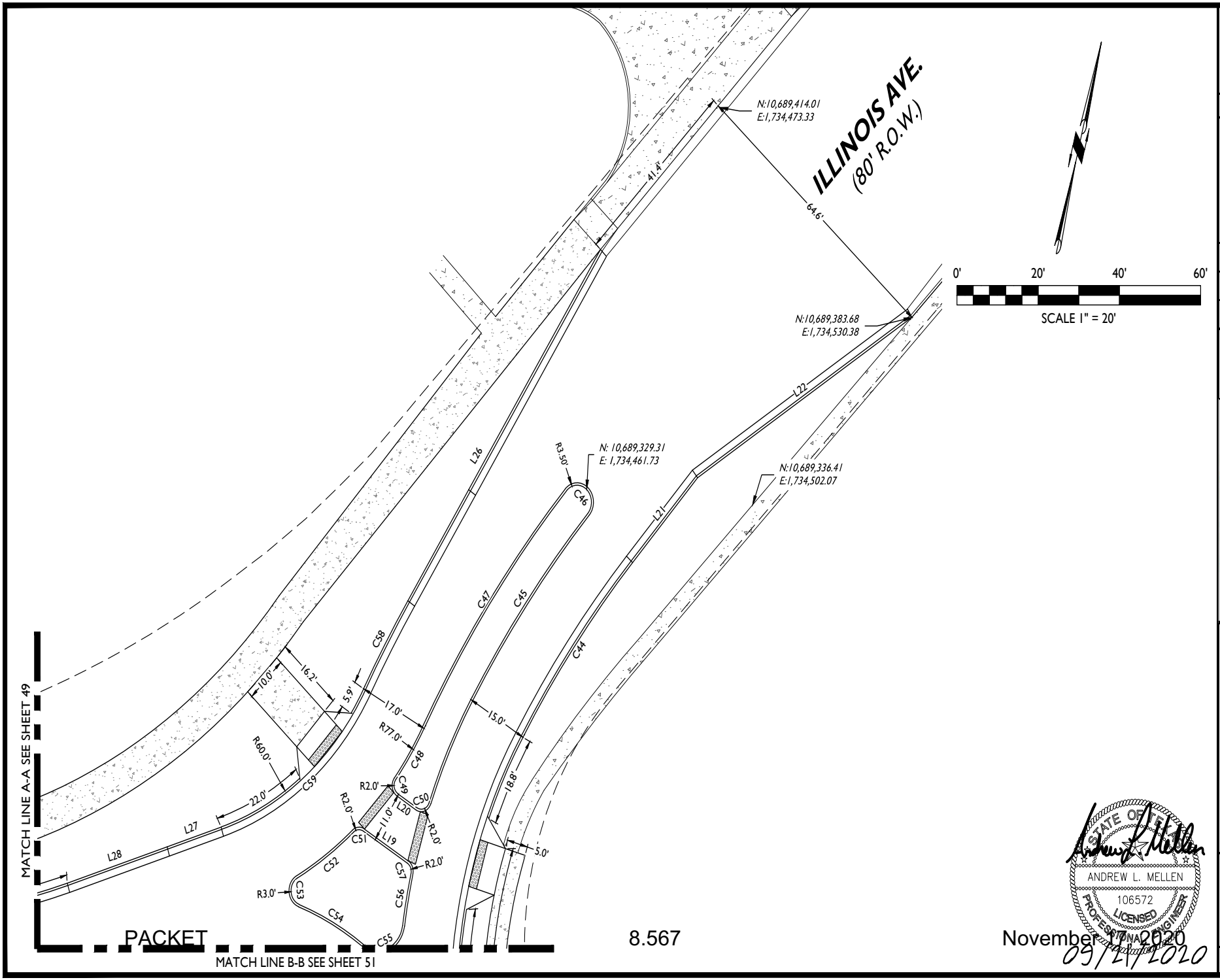
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106572
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PROFESSIONAL ENGINEER
09/11/2020

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8.566
November 17, 2020

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10.09.2020

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SCALE:	1:50
JOB#:	180072
DATE:	03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

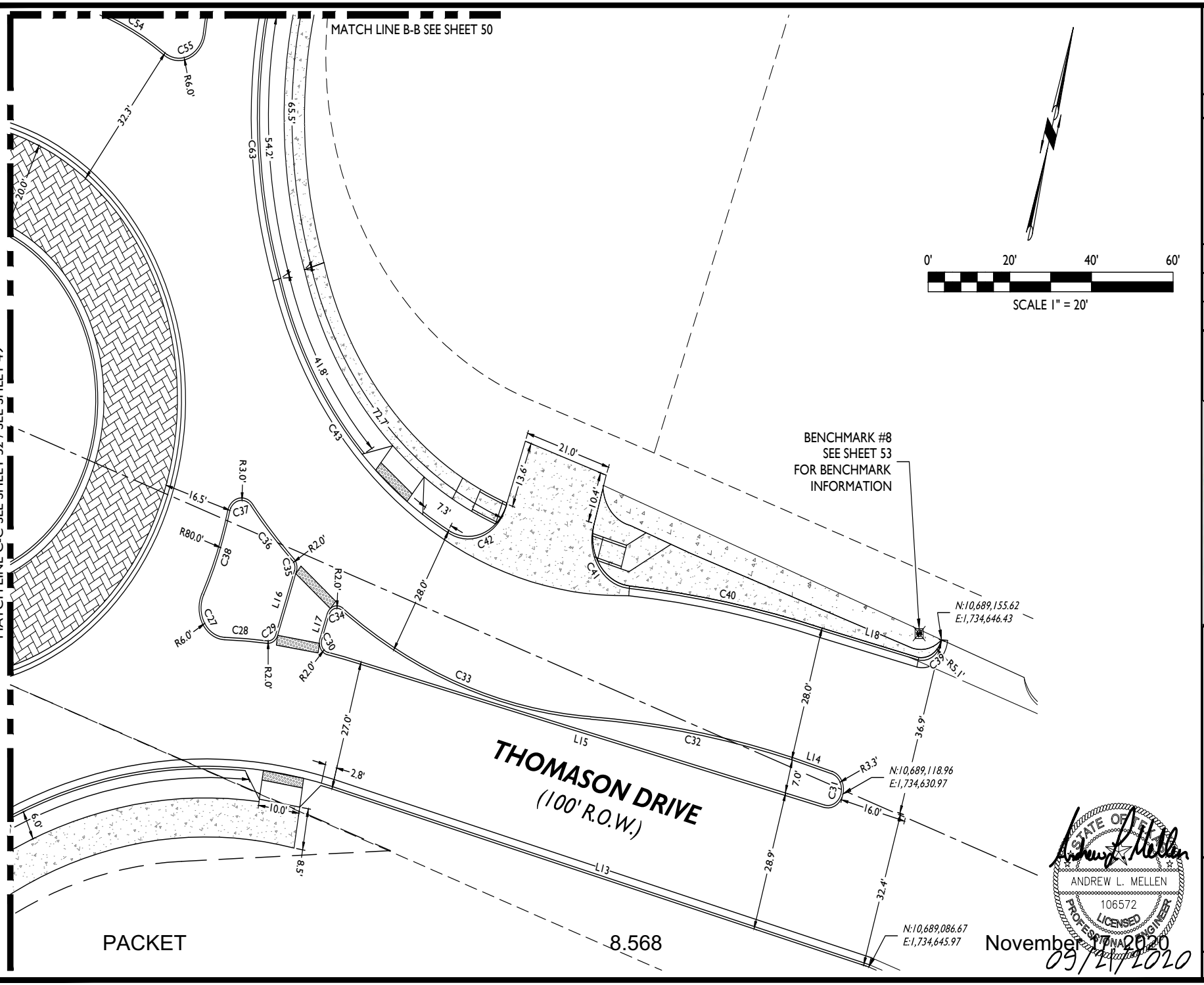
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ROUNDABOUT
DIMENSIONAL PLAN

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

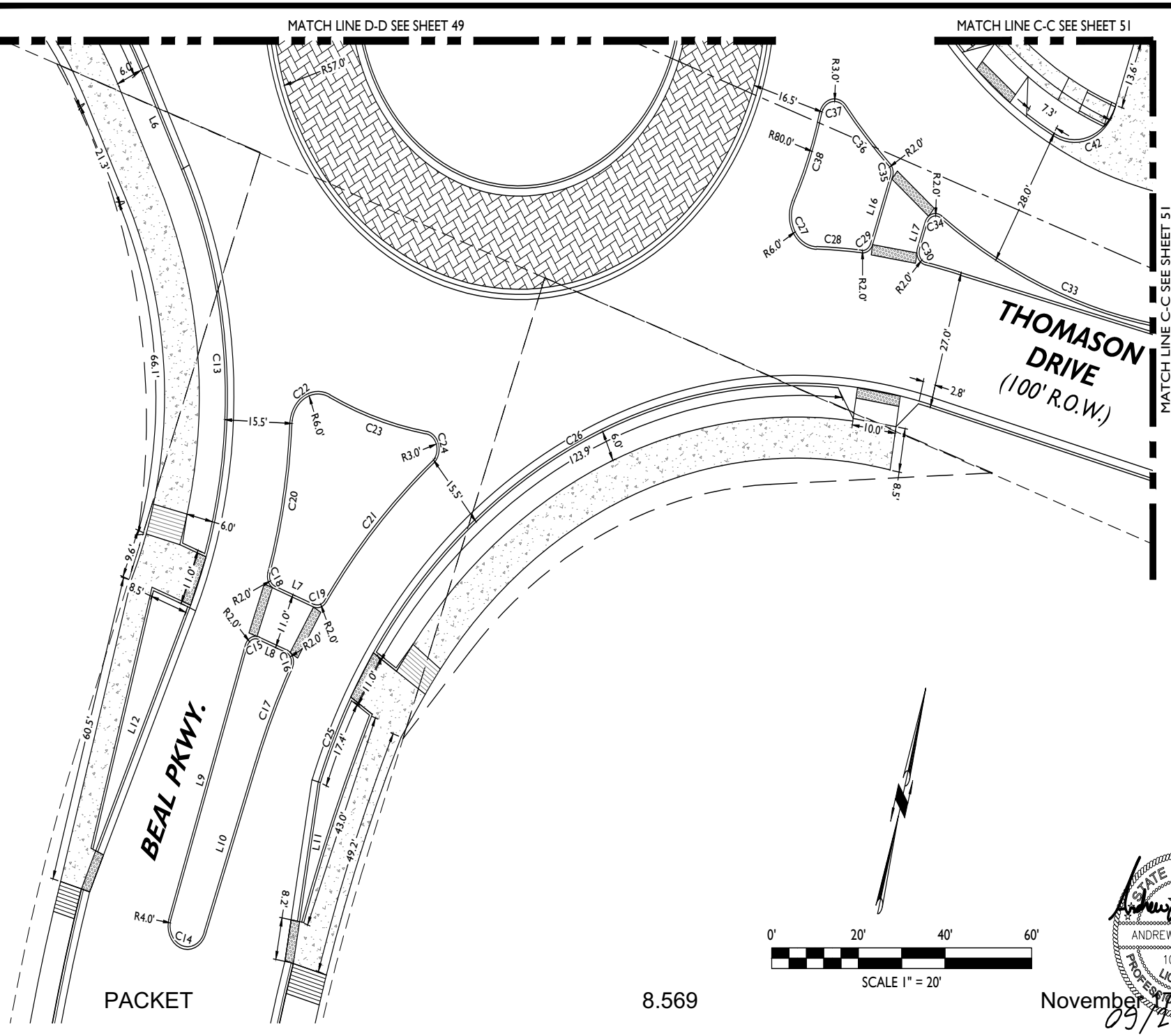
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50



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DESCRIPTION	BY	DATE	REV. NO.

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CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

ROUNDABOUT DIMENSIONAL PLAN

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/21/2020

52

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2.97'	4.65'	4.19'	S 42°46'33" E	89°36'43"
C2	125.00'	56.97'	56.48'	N 83°10'00" W	26°06'44"
C3	2.00'	3.54'	3.10'	N 59°09'29" E	101°27'47"
C4	2.00'	3.50'	3.07'	S 41°41'42" E	100°14'35"
C5	2.00'	2.50'	2.34'	S 27°20'14" E	71°31'40"
C6	2.00'	2.61'	2.43'	S 45°48'55" W	74°46'39"
C7	6.00'	12.28'	10.24'	N 44°02'44" W	117°13'06"
C8	80.00'	14.29'	14.27'	N 09°26'48" E	10°14'00"
C9	3.00'	6.78'	5.43'	S 63°01'03" W	129°26'55"
C10	351.00'	60.73'	60.65'	S 85°36'59" W	9°54'46"
C11	97.00'	47.46'	46.99'	N 85°19'20" W	28°02'09"
C12	97.00'	33.52'	33.35'	N 50°20'25" W	19°47'49"
C13	100.00'	76.28'	74.45'	N 18°35'18" W	43°42'24"
C14	4.00'	12.57'	8.00'	N 88°00'35" W	180°00'00"
C15	2.00'	3.24'	2.90'	N 50°25'02" E	92°57'11"
C16	2.00'	3.38'	2.99'	S 34°40'21" E	96°52'02"
C17	132.50'	20.07'	20.05'	N 09°25'18" E	8°40'44"
C18	2.00'	3.00'	2.73'	N 40°08'19" W	85°56'06"
C19	2.00'	2.68'	2.48'	S 58°34'29" W	76°38'18"
C20	115.50'	29.50'	29.42'	N 04°29'18" W	14°38'03"
C21	132.50'	36.82'	36.70'	S 28°12'59" W	15°55'19"
C22	6.00'	11.87'	10.03'	S 44°53'08" W	113°22'55"
C23	80.00'	23.50'	23.42'	N 86°50'20" W	16°49'51"
C24	3.00'	6.88'	5.47'	N 29°32'18" W	131°25'54"
C25	117.00'	17.40'	17.39'	N 09°57'05" E	8°31'22"
C26	117.00'	123.90'	118.19'	S 49°56'42" W	60°40'36"
C27	6.00'	12.05'	10.13'	S 45°03'15" E	115°05'51"
C28	144.00'	10.44'	10.43'	S 79°28'24" W	4°09'09"
C29	2.00'	2.68'	2.48'	N 43°10'14" E	76°45'28"
C30	2.00'	3.39'	3.00'	N 43°50'14" W	97°15'27"
C31	3.33'	10.46'	6.66'	S 00°02'14" W	180°00'00"
C32	250.00'	50.14'	50.05'	S 85°07'54" W	11°29'28"
C33	116.00'	65.83'	64.95'	S 84°21'23" E	32°30'55"
C34	2.00'	3.74'	3.22'	S 58°20'47" W	107°06'34"
C35	2.00'	2.27'	2.15'	S 27°44'58" E	65°04'56"
C36	116.00'	15.08'	15.07'	N 56°34'00" W	7°26'52"
C37	3.00'	6.69'	5.39'	S 63°17'12" W	127°44'28"
C38	80.00'	18.26'	18.22'	N 05°57'19" E	13°04'42"
C39	5.12'	7.25'	6.66'	S 42°12'12" W	81°05'07"
C40	278.00'	48.08'	48.02'	S 85°55'19" W	9°54'31"
C41	10.00'	17.63'	15.43'	N 48°31'39" W	101°00'36"
C42	10.00'	17.37'	15.27'	N 54°43'46" E	99°30'15"
C43	84.96'	68.25'	66.43'	S 52°55'44" E	46°01'47"
C44	231.50'	45.08'	45.01'	S 22°23'33" W	11°09'26"
C45	246.73'	48.00'	47.92'	S 22°23'34" W	11°08'47"
C46	3.50'	11.00'	7.00'	S 62°01'44" E	180°00'00"
C47	253.50'	60.44'	60.30'	N 21°08'25" E	13°39'41"
C48	77.00'	12.64'	12.63'	N 19°00'47" E	9°24'25"
C49	2.00'	3.38'	2.99'	S 24°39'12" E	96°44'24"
C50	2.00'	3.53'	3.09'	S 56°27'35" W	101°02'01"
C51	2.00'	2.52'	2.35'	N 70°55'23" E	72°06'25"
C52	77.00'	16.83'	16.80'	N 41°07'53" E	12°31'27"
C53	3.00'	6.93'	5.49'	N 18°45'10" W	132°17'33"
C54	65.67'	18.16'	18.10'	N 76°58'41" W	15°50'32"
C55	6.00'	12.25'	10.23'	N 52°26'50" E	116°59'31"
C56	125.00'	10.90'	10.90'	N 03°33'02" W	4°59'48"
C57	2.00'	2.51'	2.35'	N 37°02'16" W	71°58'16"
C58	268.71'	21.19'	21.18'	N 16°31'22" E	04°31'03"
C59	60.50'	46.71'	45.56'	N 36°25'40" E	44°14'12"
C60	148.00'	59.16'	58.76'	S 70°13'47" W	22°54'04"
C61	5.00'	5.18'	4.96'	S 61°00'05" E	59°24'30"
C62	25.00'	25.00'	22.82'	S 64°39'33" W	54°18'35"
C63	107.20'	93.00'	90.11'	N 07°38'13" W	49°42'28"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C64	175.00'	10.03'	10.03'	N 89°49'34" E	3°17'07"
C65	125.00'	23.66'	23.62'	S 57°40'47" E	10°50'35"
C66	400.00'	47.44'	47.41'	S 87°10'30" W	6°47'43"

LINE	BEARING	DISTANCE
L1	S 89°25'38" E	15.26'
L2	N 89°25'38" W	30.26'
L3	N 89°25'38" W	124.92'
L4	S 08°25'36" W	5.64'
L5	N 08°25'36" E	13.04'
L6	S 40°26'30" E	21.34'
L7	S 83°06'22" E	9.69'
L8	N 83°06'22" W	6.78'
L9	S 03°56'27" W	55.90'
L10	N 05°18'16" E	34.98'
L11	N 04°21'07" W	27.32'
L12	N 09°45'28" E	51.76'
L13	N 88°55'57" W	136.46'
L14	S 88°00'59" E	10.00'

LINE	BEARING	DISTANCE
L15	S 89°57'46" E	117.20'
L16	S 04°47'30" W	13.82'
L17	N 04°47'30" E	5.35'
L18	S 89°51'45" W	24.38'
L19	S 73°01'25" E	12.70'
L20	S 73°01'25" E	5.54'
L21	N 27°58'16" E	23.74'
L22	S 43°28'10" W	62.26'
L23	OMITTED	OMITTED
L24	OMITTED	OMITTED
L25	OMITTED	OMITTED
L26	S 18°46'54" W	86.57'
L27	S 58°32'46" W	13.91'
L28	N 58°32'46" E	25.71'
L29	N 88°11'10" W	65.27'

ELEVATION BENCHMARKS

Benchmark	Northing (y)	Easting (x)	Elevation	Description
BM #1	10,685,488.15	1,735,171.70	2851.60	Sawcut "X" in Top of Curb on North Side of 901 Beal Pkwy Driveway
BM #2	10,686,637.41	1,734,996.42	2859.56	Sawcut "X" in Gutter at Southeast corner of Graceland Drive - Beal Parkway Intersection
BM #3	10,686,545.08	1,734,526.45	2862.35	Sawcut "X" in Sidewalk at the Northwest Corner of Graceland Drive and Loop 250 Intersection
BM #4	10,687,497.77	1,734,321.83	2866.97	Sawcut "X" in Sidewalk at Southeast corner of Loop 250 - Leisure Drive Intersection
BM#5	10,687,596.68	1,734,734.82	2865.84	Sawcut "X" in Sidewalk at Southeast corner of Beal Parkway - Leisure Drive Intersection
BM #6	10,687,589.21	1,734,674.76	2866.01	Sawcut "X" in Ramp at Southwest corner of Beal Parkway - Leisure Drive Intersection
BM #7	10,689,198.67	1,734,215.06	2877.32	Sawcut "X" West of Summer Spray Driveway
BM #8	10,689,155.49	1,734,640.84	2873.46	Sawcut "X" West of Aphasia Center Driveway on Thomason

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

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SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

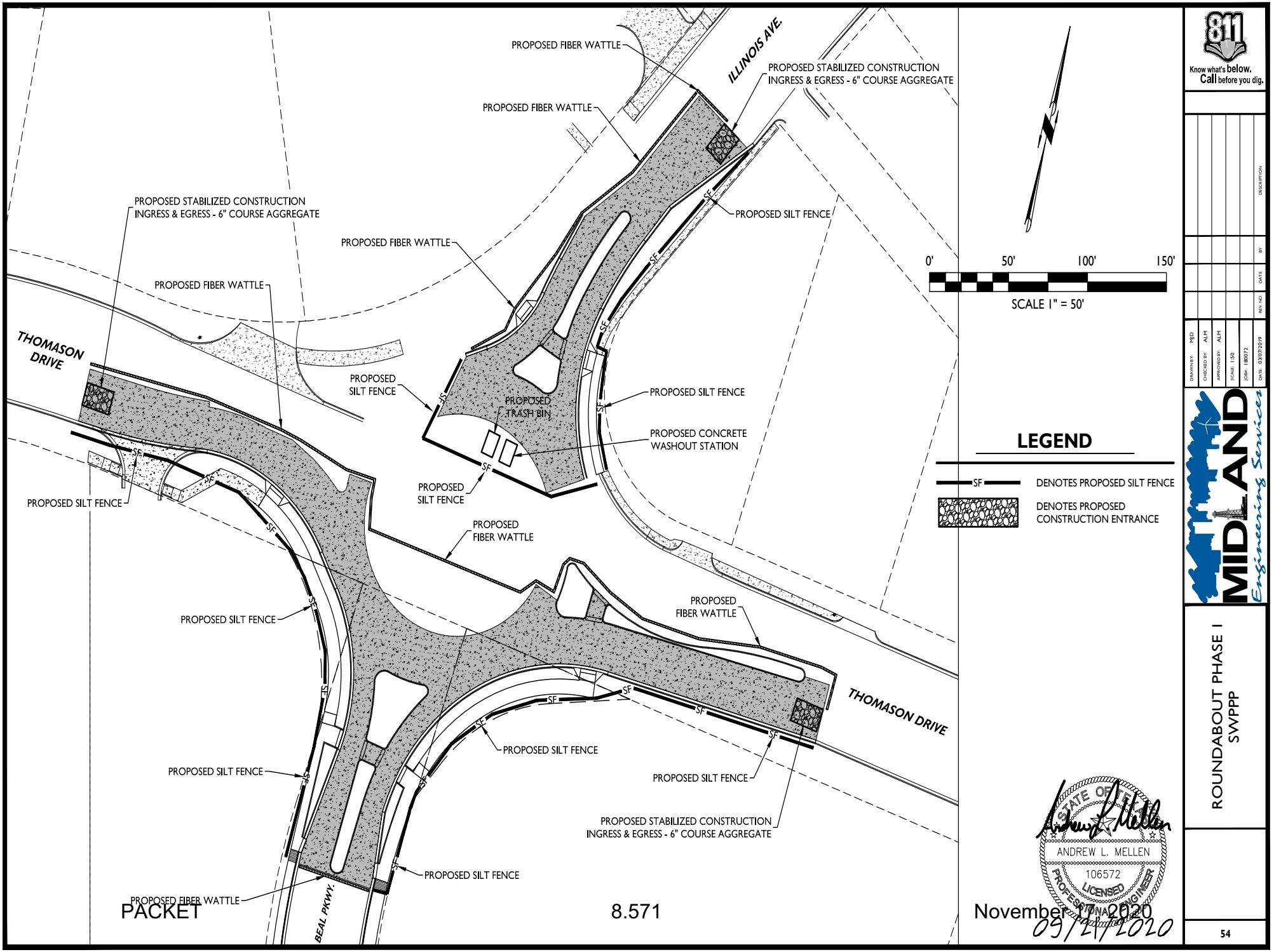
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ROUNDABOUT DIMENSIONAL LINE AND CURVE TABLES

53

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ROUNDABOUT PHASE I
SWPPP

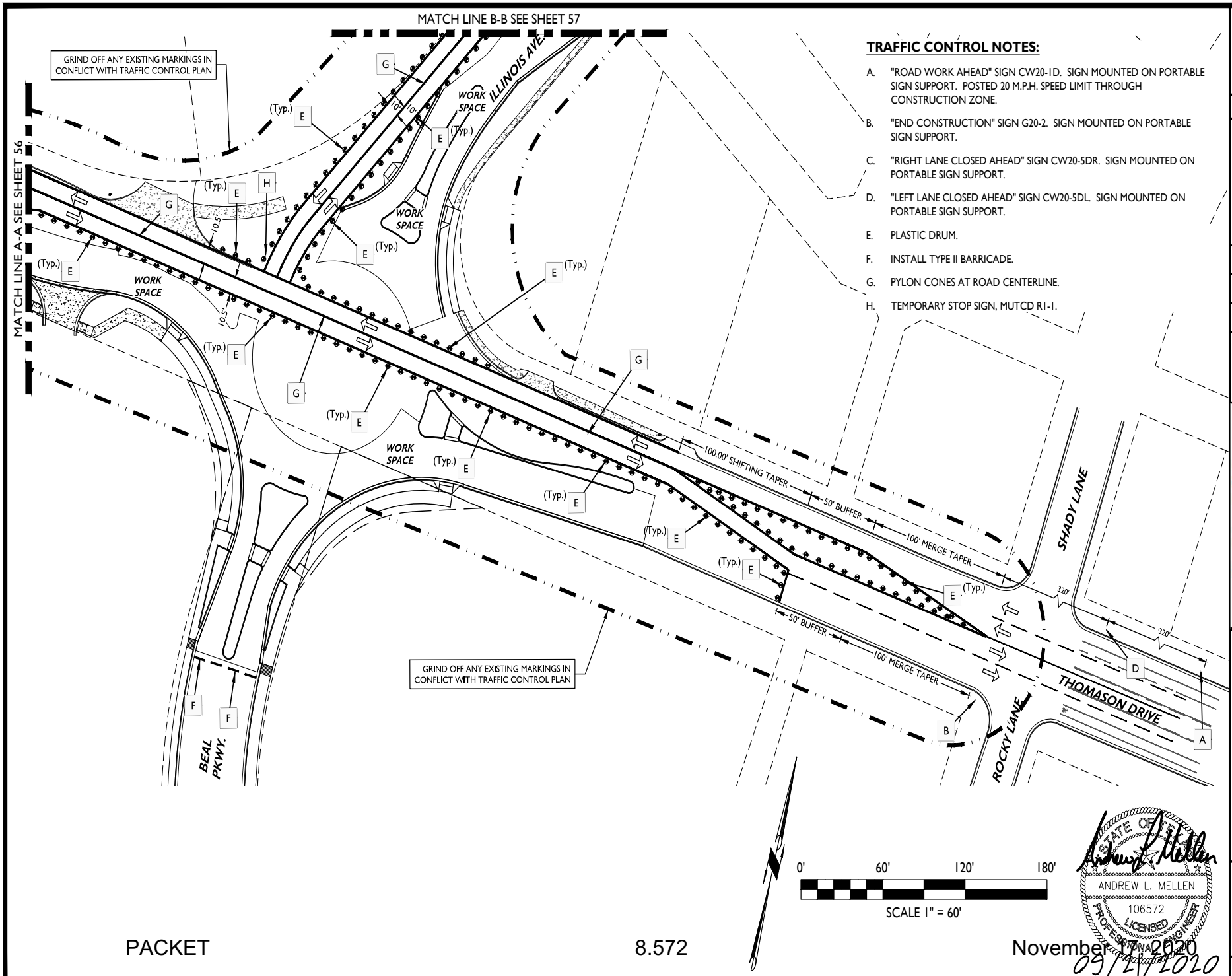
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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

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LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET 8.572 November 17, 2020

10.09.2020

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DATE: 03/07/2019

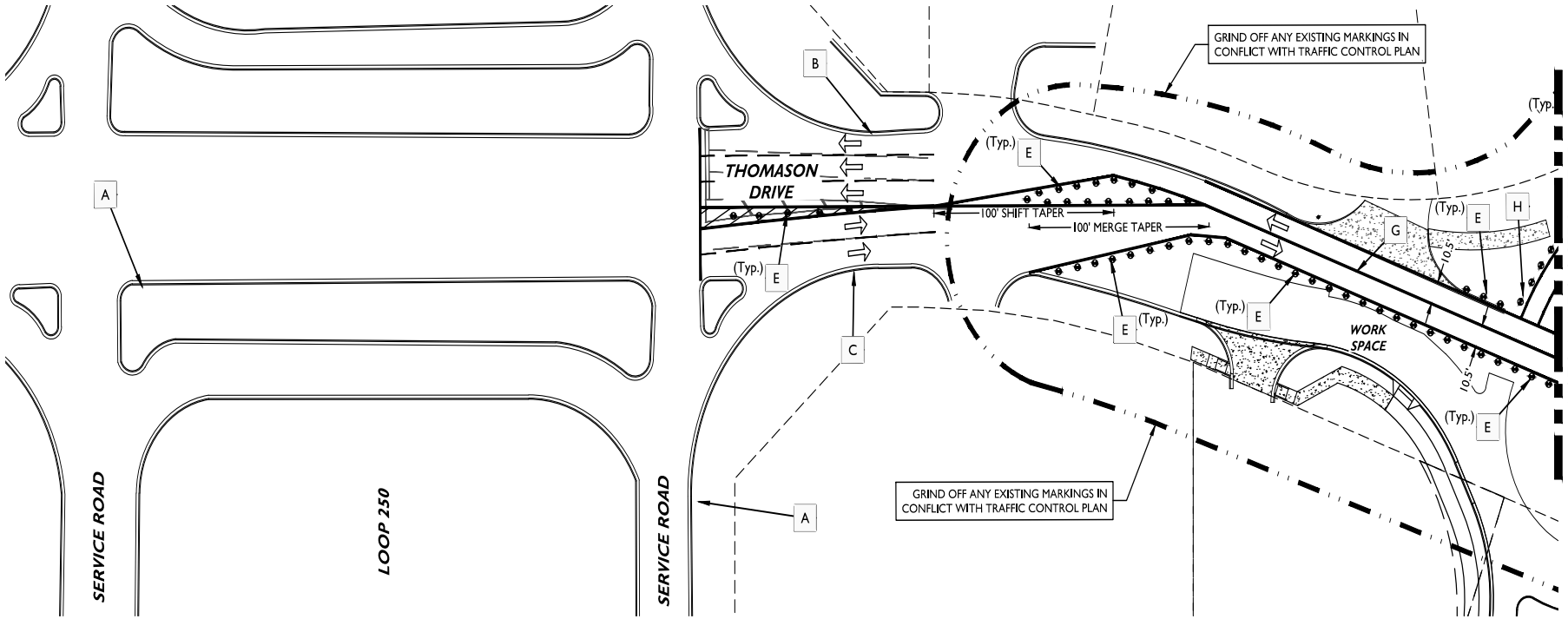
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ROUNDABOUT PHASE I
TRAFFIC CONTROL

55

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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

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09/14/2020

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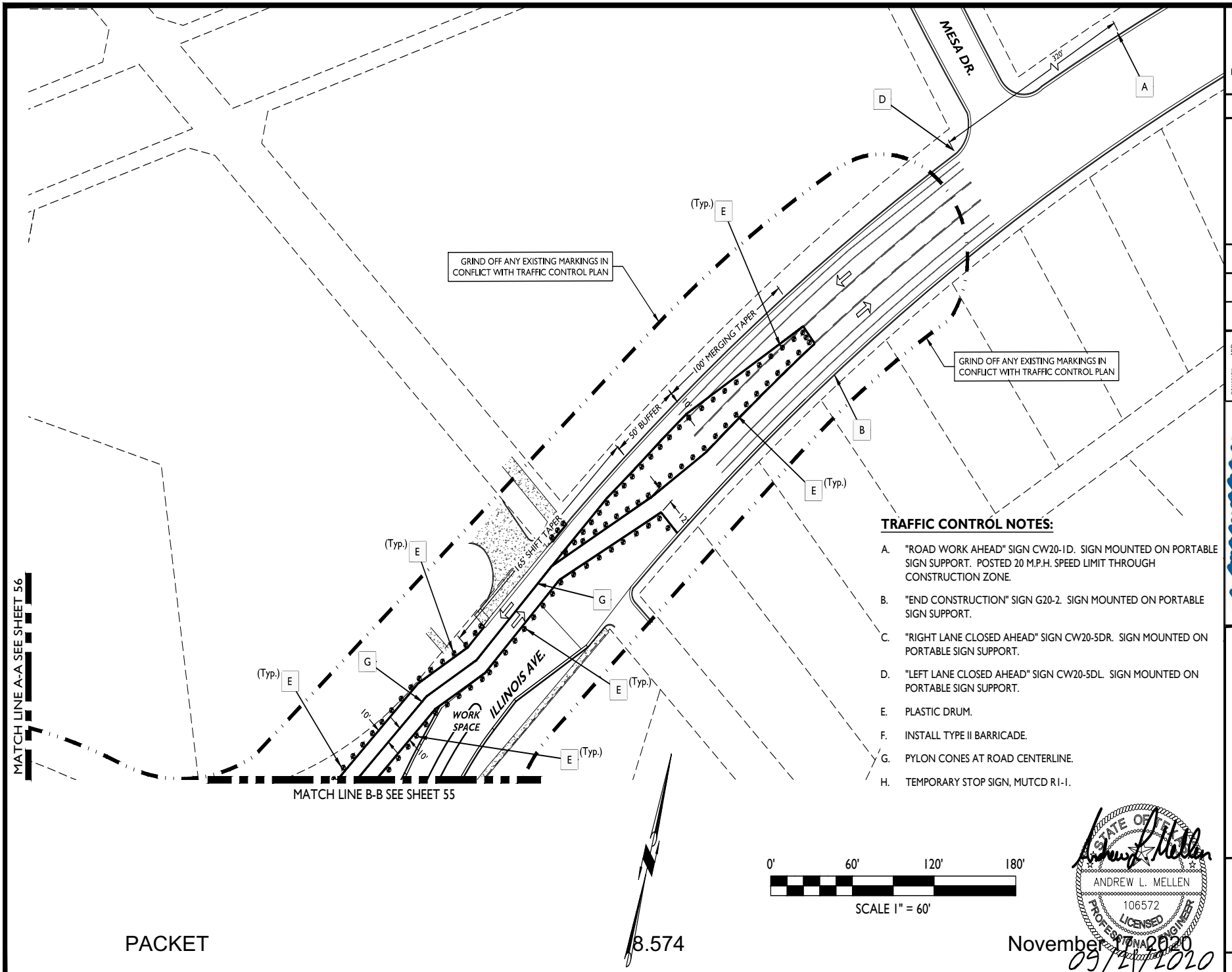
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ROUNDABOUT PHASE I
TRAFFIC CONTROL

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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/21/2020

Know what's below. Call before you dig.

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JOB#: 180572	
DATE: 03/07/2019	

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ROUNDABOUT PHASE I
TRAFFIC CONTROL

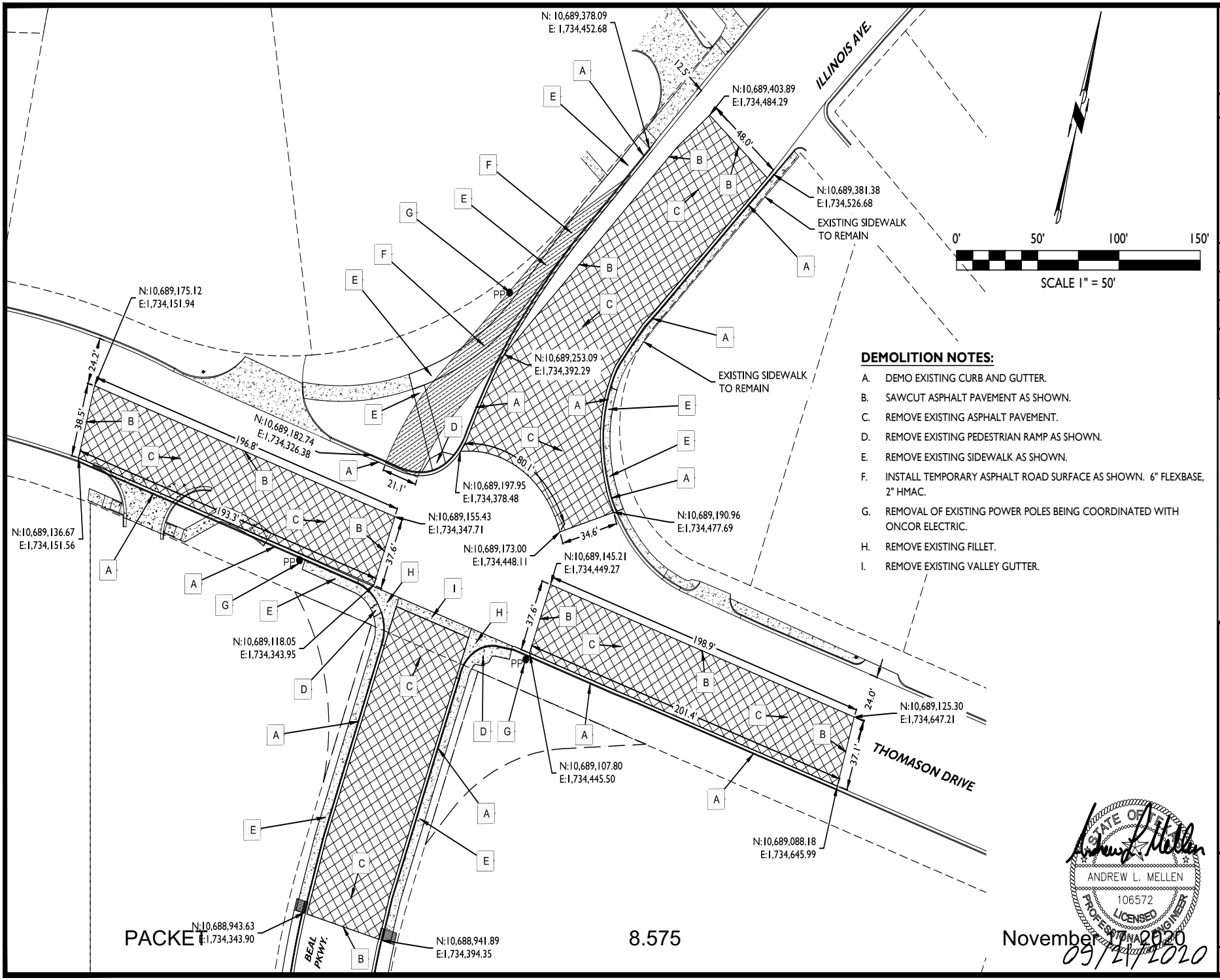
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09/21/2020

10.09.2020



DEMOLITION NOTES:

A. DEMO EXISTING CURB AND GUTTER.
B. SAWCUT ASPHALT PAVEMENT AS SHOWN.
C. REMOVE EXISTING ASPHALT PAVEMENT.
D. REMOVE EXISTING PEDESTRIAN RAMP AS SHOWN.
E. REMOVE EXISTING SIDEWALK AS SHOWN.
F. INSTALL TEMPORARY ASPHALT ROAD SURFACE AS SHOWN. 6" FLEXBASE, 2" HMAC.
G. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC.
H. REMOVE EXISTING FILLET.
I. REMOVE EXISTING VALLEY GUTTER.

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SCALE: 1:50
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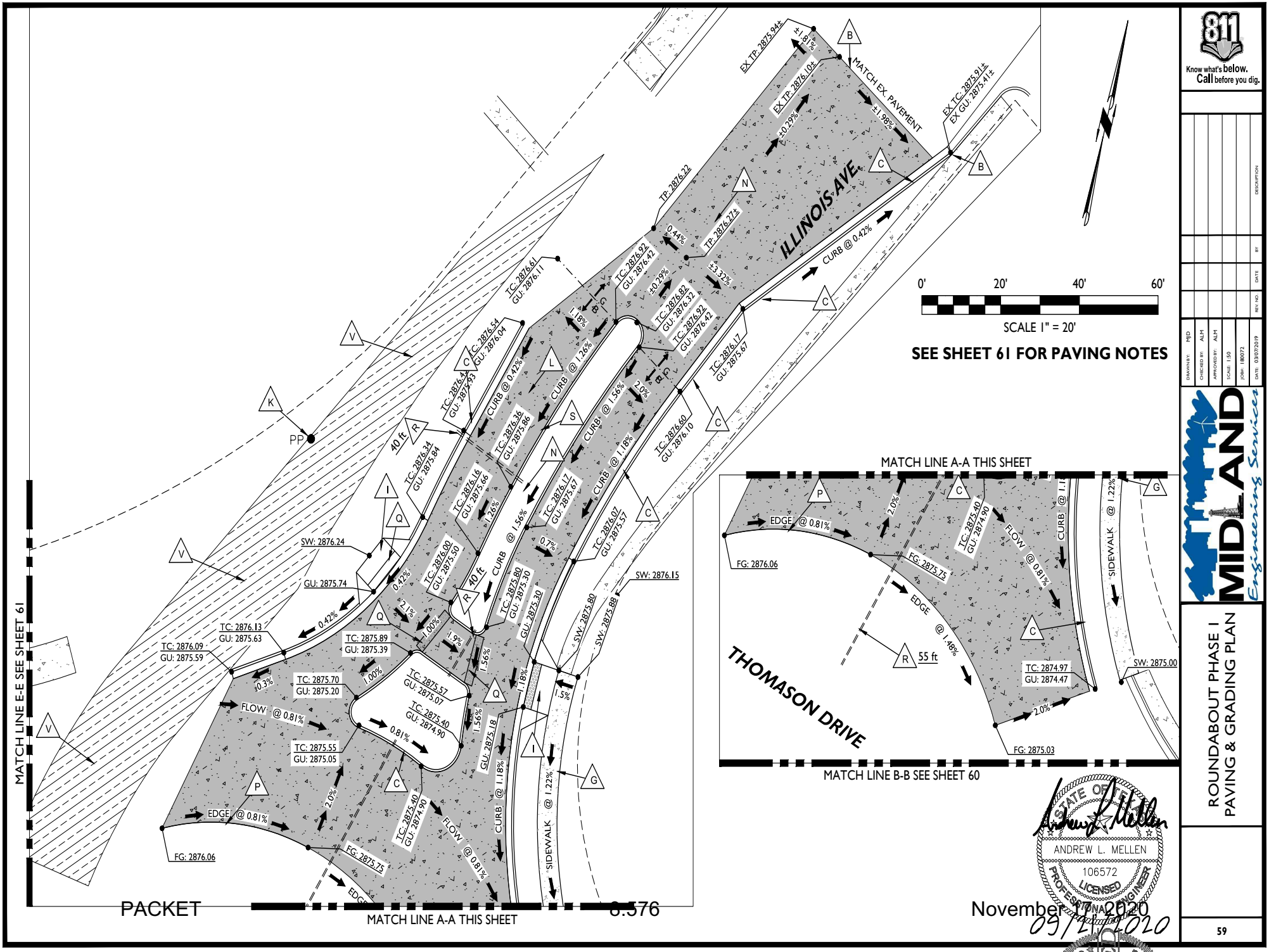
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ROUNDABOUT PHASE I
DEMOLITION PLAN

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JOB#: 180072
DATE: 03/07/2019

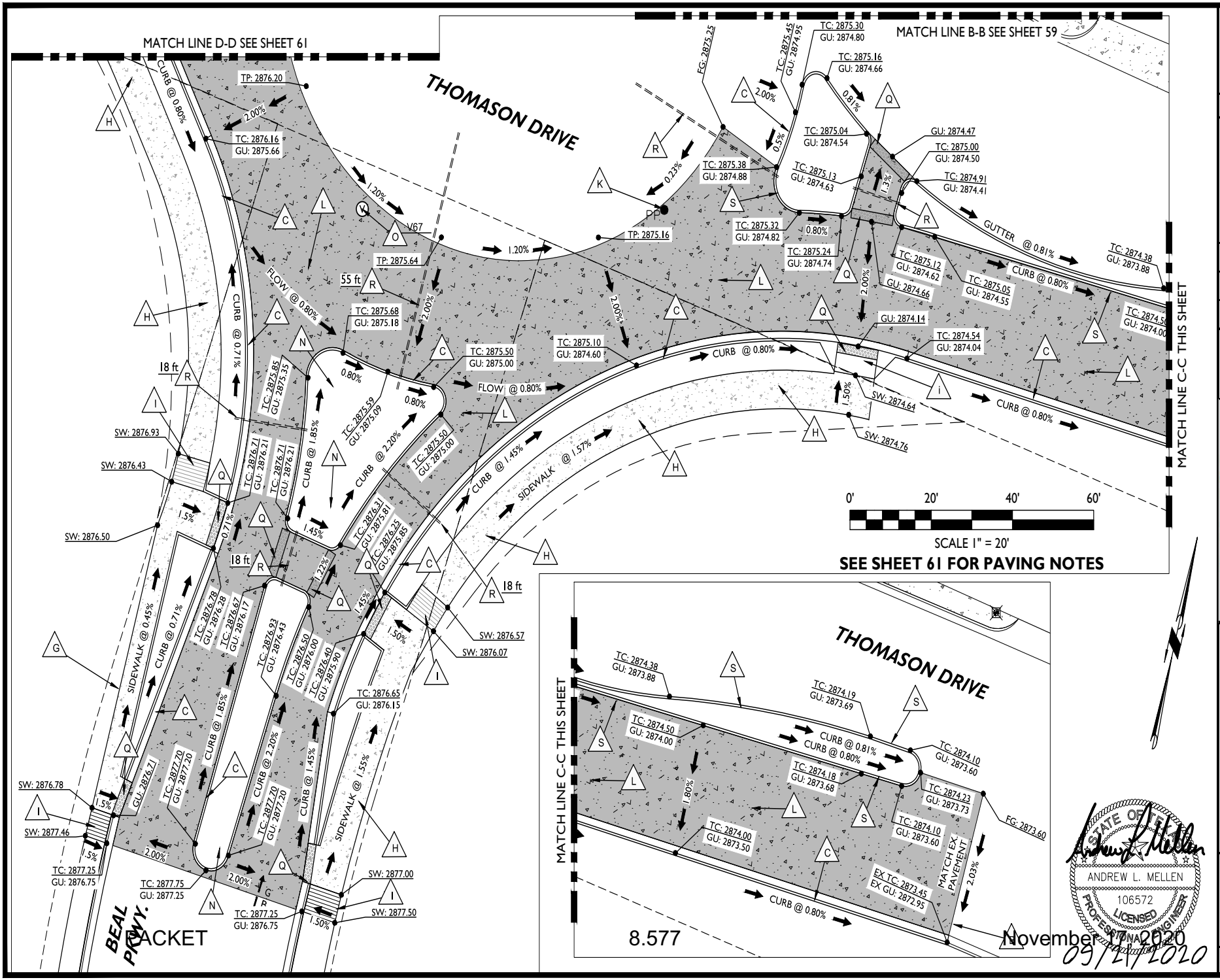
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ROUNDABOUT PHASE I
PAVING & GRADING PLAN

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09/21/2020

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DESCRIPTION	BY	DATE	REV. NO.

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CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

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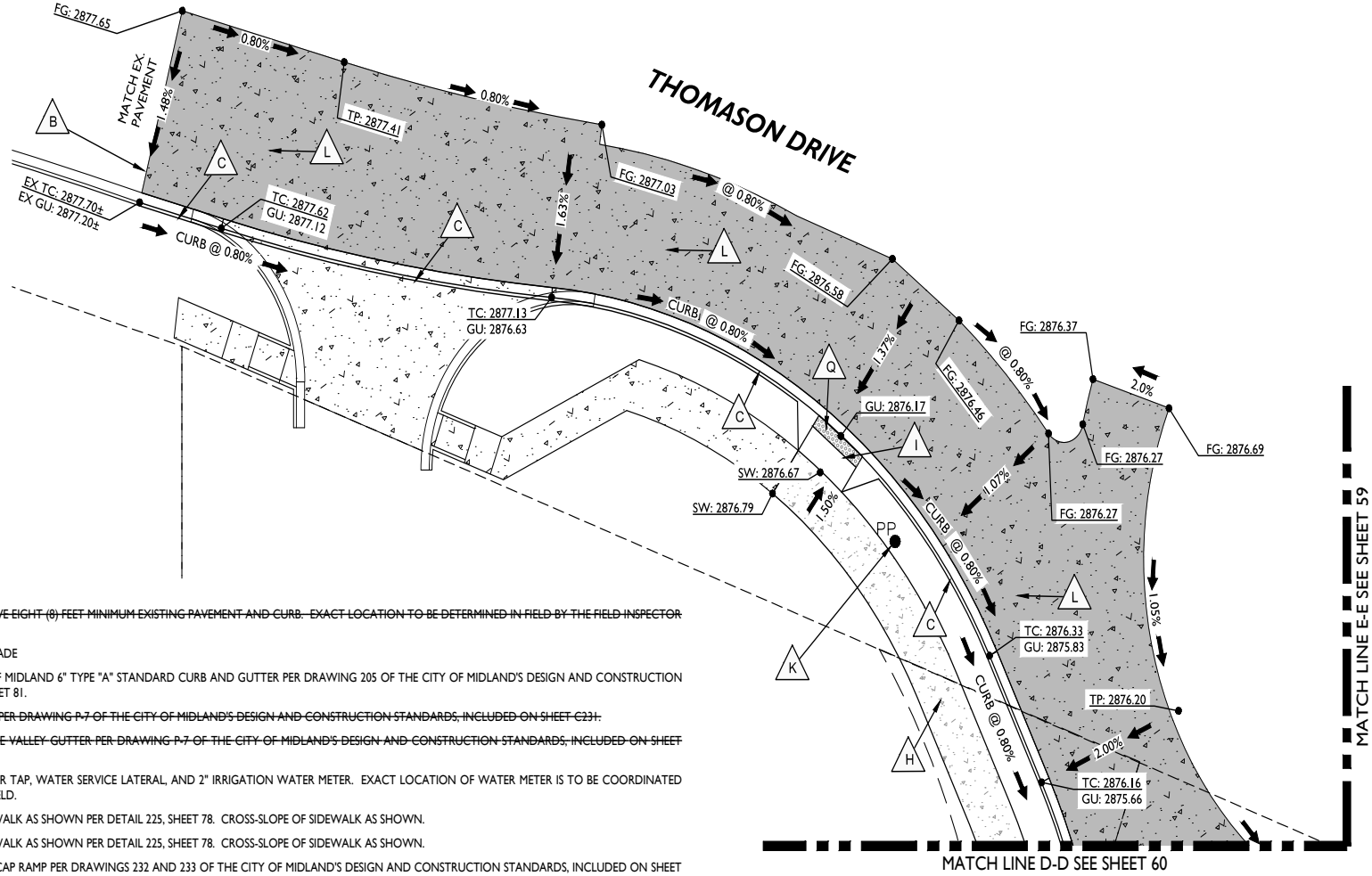
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PAVING & GRADING PLAN

60

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09/21/2020

8.577

November 17, 2020



PAVING NOTES

Typ. A. ~~SAWCUT AND REMOVE EIGHT (8) FEET MINIMUM EXISTING PAVEMENT AND CURB. EXACT LOCATION TO BE DETERMINED IN FIELD BY THE FIELD INSPECTOR OR CONTRACTOR.~~

B. MATCH EXISTING GRADE

C. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

D. ~~CONSTRUCT FILLETS PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

E. ~~CONSTRUCT 11' WIDE VALLEY GUTTER PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

F. INSTALL 8"X 2" WATER TAP, WATER SERVICE LATERAL, AND 2" IRRIGATION WATER METER. EXACT LOCATION OF WATER METER IS TO BE COORDINATED WITH THE CITY IN FIELD.

G. CONSTRUCT 5' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

H. CONSTRUCT 8' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

I. CONSTRUCT HANDICAP RAMP PER DRAWINGS 232 AND 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 82.

J. CONSTRUCT HANDICAP RAMP PER DRAWING 231 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 83.

K. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC. POLES WILL WE REMOVED PRIOR TO CONTRACTOR BEGINNING CONSTRUCTION.

L. CONCRETE PAVEMENT AT ROUNDABOUT INTERSECTION PER DETAIL 01, SHEET 78.

M. PAVERS IN ROUNDABOUT APRON PER DETAIL 03, SHEET 79.

N. BACKFILL STREET ISLAND WITH DECOMPOSED GRANITE. LAY DEWITT PRO-5 WEED BARRIER OR SIMILAR AT LEAST 4" BELOW THE FINISH GRADE. BACKFILL WITH DECOMPOSED GRANITE TO TOP OF CURB.

O. ADJUST EXISTING WATER VALVE TO GRADE. VALVE NUMBER AS SHOWN, SEE SHEET 35, WATER VALVE COORDINATION SHEET.

P. ROLLOVER CURB PER DETAIL 04, SHEET 79.

Q. INSTALL DETECTABLE WARNING PAVERS PER CITY OF MIDLAND STANDARD CONSTRUCTION DETAIL 233, INCLUDED ON SHEET 82.

R. INSTALL 4" PVC CONDUIT FOR IRRIGATION LINES FOR ROUNDABOUT LANDSCAPING AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

S. CONSTRUCT CITY OF MIDLAND 6" TYPE "C" INVERT CURB AND GUTTER PER DRAWING 207 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

T. INSTALL 4" PVC CONDUIT FOR ELECTRIC LINES AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

U. ASPHALT PAVEMENT TRANSITION PER DETAIL 05, SHEET 80.

V. TEMPORARY PAVEMENT- 6" FLEX BASE COMPACTED TO 97% STANDARD PROCTOR DENSITY, TOPPED WITH 2" TYPE "C" HMAC COURSE. OR APPROVED EQUAL.

0' 20' 40' 60'

SCALE 1" = 20'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

Know what's below. Call before you dig.

DESCRIPTION	REV. NO.	DATE	BY

DRAWN BY: MID
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

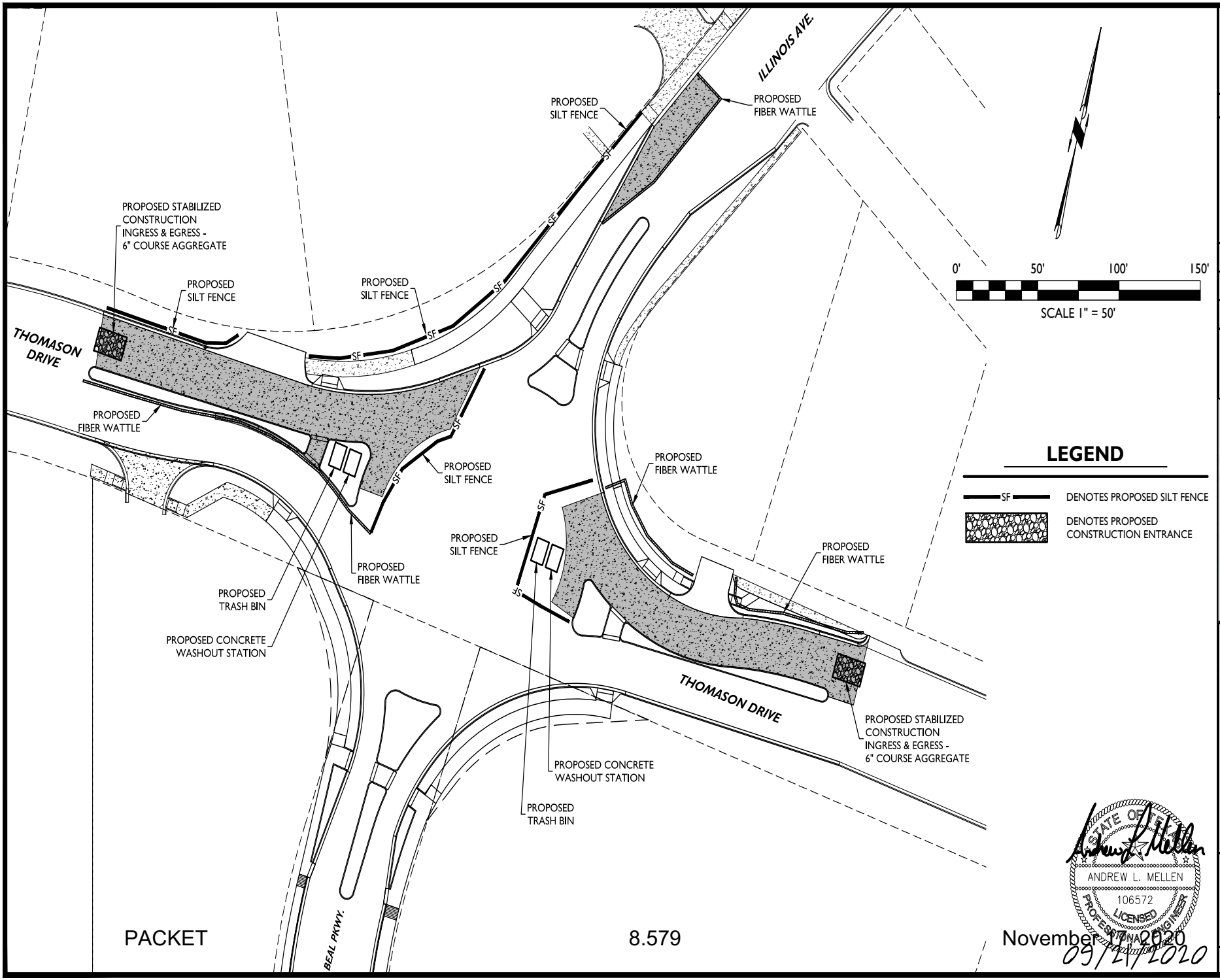
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ROUNDABOUT PHASE I
PAVING & GRADING PLAN

61

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SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

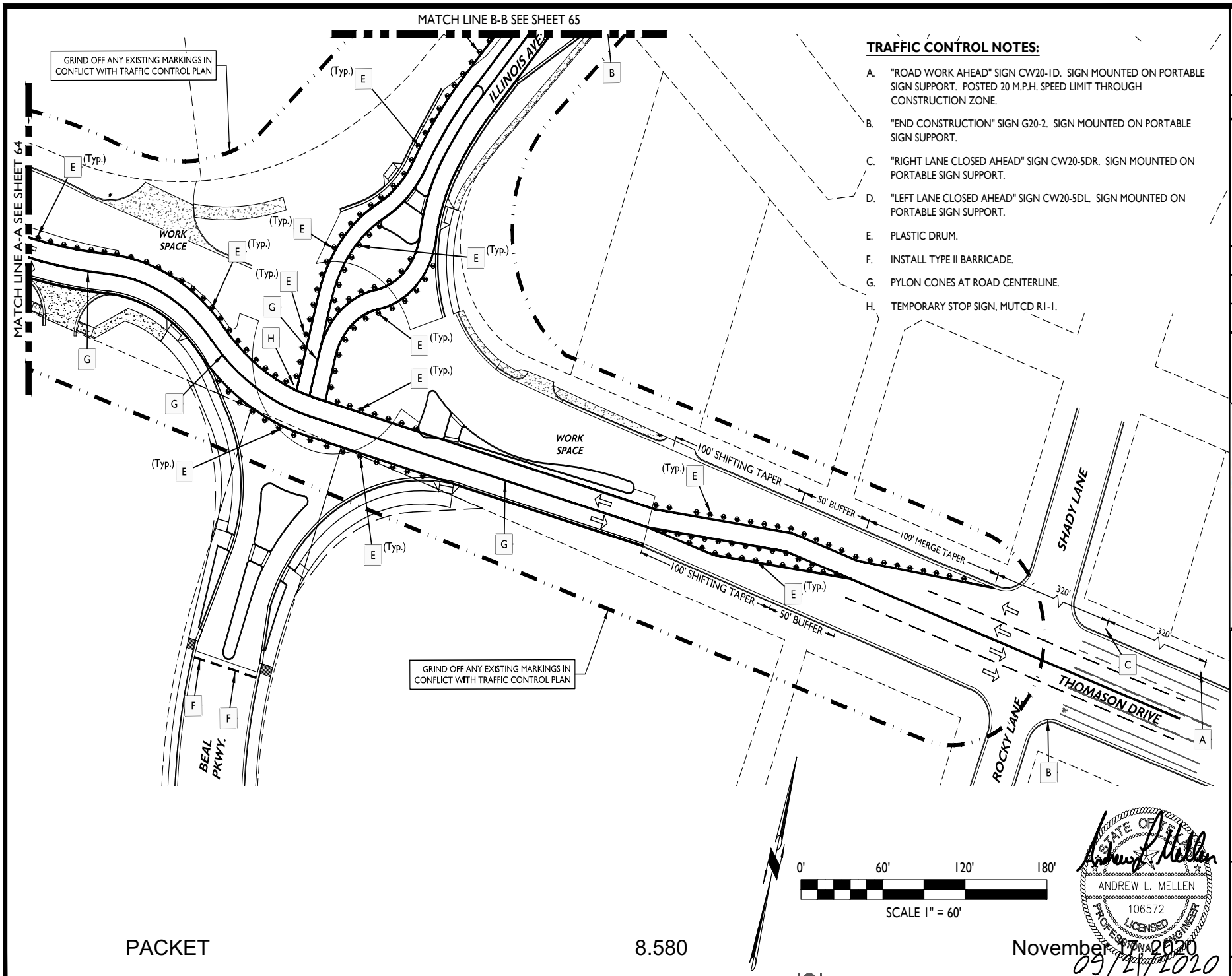
ROUNDABOUT PHASE 2
SWPPP

62

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET 8.579 November 17, 2020



TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

Know what's below. Call before you dig.

DESCRIPTION	BY	DATE	REV. NO.

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CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

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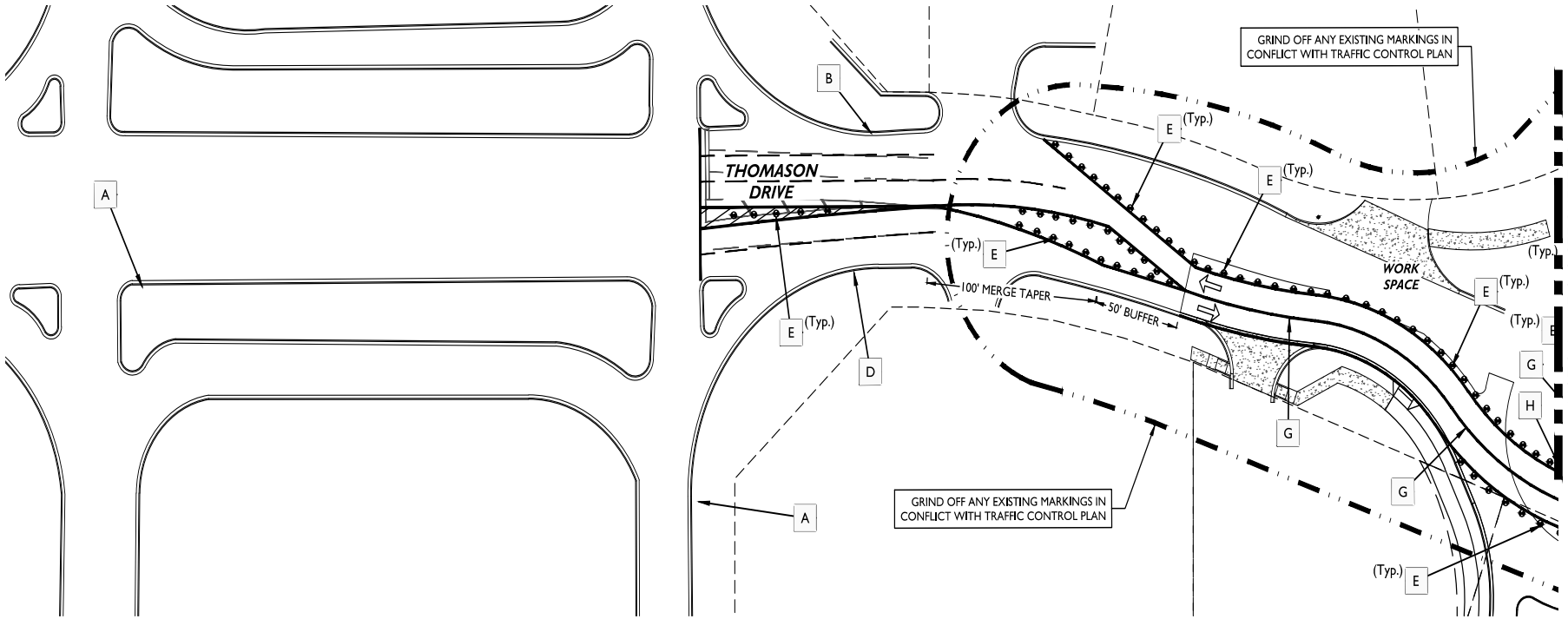
ROUNDABOUT PHASE 2
TRAFFIC CONTROL

63

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10.09.2020



TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/11/2020

10.09.2020

Know what's below. Call before you dig.

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APPROVED BY: ALM
SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

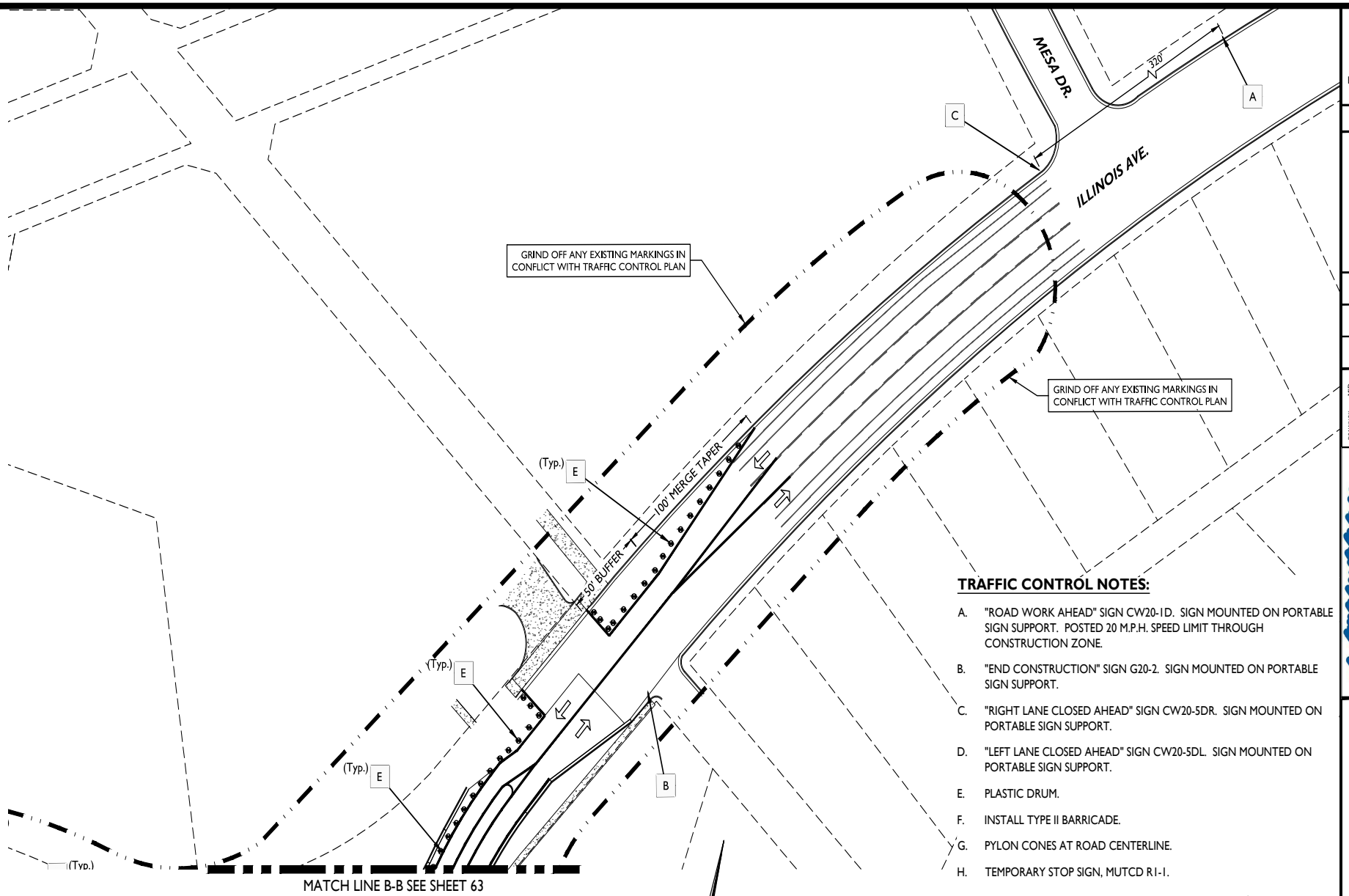
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ROUNDABOUT PHASE 2
TRAFFIC CONTROL

64

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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. "RIGHT LANE CLOSED AHEAD" SIGN CW20-5DR. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

D. "LEFT LANE CLOSED AHEAD" SIGN CW20-5DL. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

E. PLASTIC DRUM.

F. INSTALL TYPE II BARRICADE.

G. PYLON CONES AT ROAD CENTERLINE.

H. TEMPORARY STOP SIGN, MUTCD R1-1.

0' 60' 120' 180'

SCALE 1" = 60'

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

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ROUNDABOUT PHASE 2
TRAFFIC CONTROL

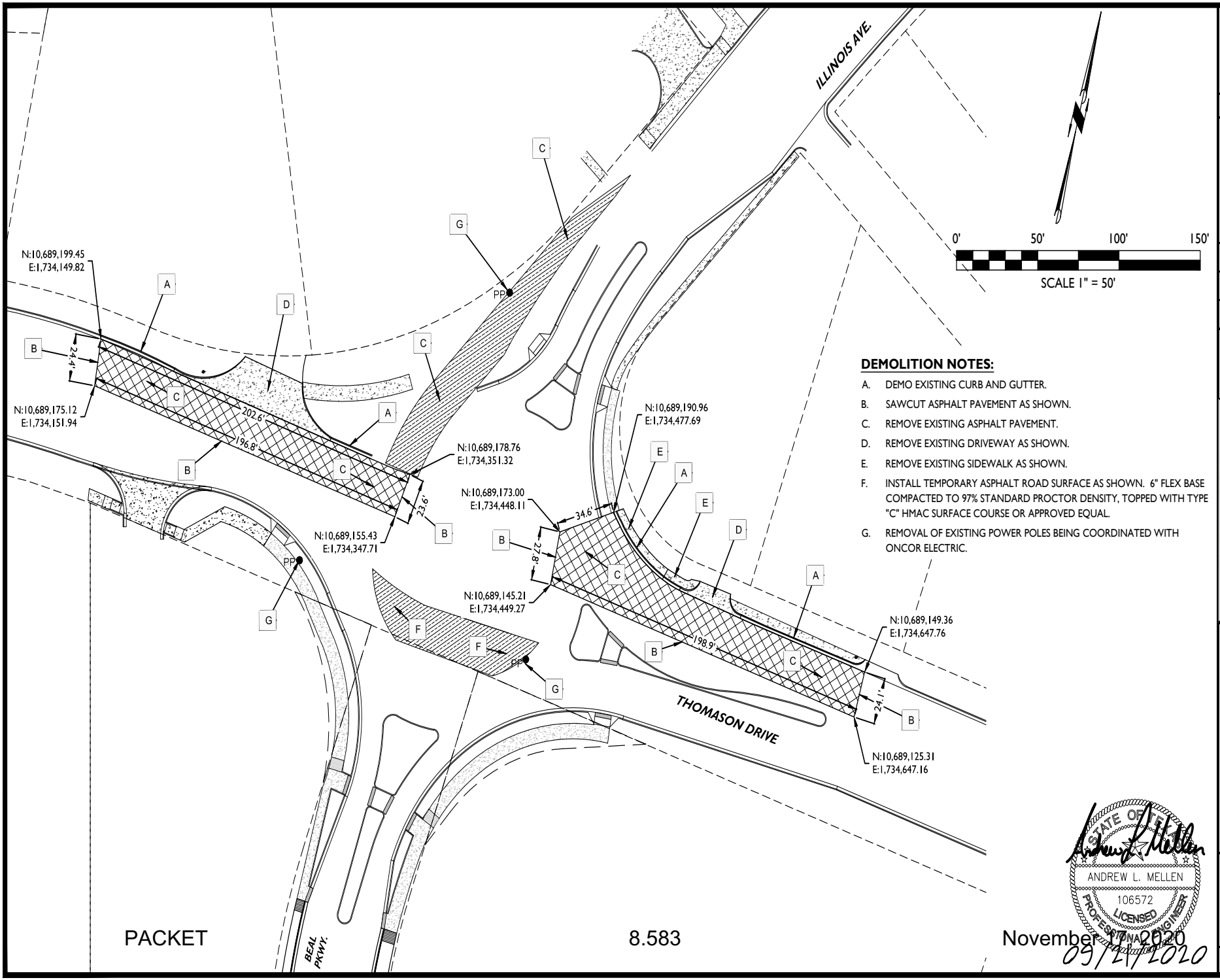
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PACKET 8.582 November 17, 2020

10.09.2020

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DEMOLITION NOTES:

A. DEMO EXISTING CURB AND GUTTER.

B. SAWCUT ASPHALT PAVEMENT AS SHOWN.

C. REMOVE EXISTING ASPHALT PAVEMENT.

D. REMOVE EXISTING DRIVEWAY AS SHOWN.

E. REMOVE EXISTING SIDEWALK AS SHOWN.

F. INSTALL TEMPORARY ASPHALT ROAD SURFACE AS SHOWN. 6" FLEX BASE COMPACTED TO 97% STANDARD PROCTOR DENSITY, TOPPED WITH TYPE "C" HMAC SURFACE COURSE OR APPROVED EQUAL.

G. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC.

Know what's below. Call before you dig.

DESCRIPTION	BY	DATE	REV. NO.

DRAWN BY: MID
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

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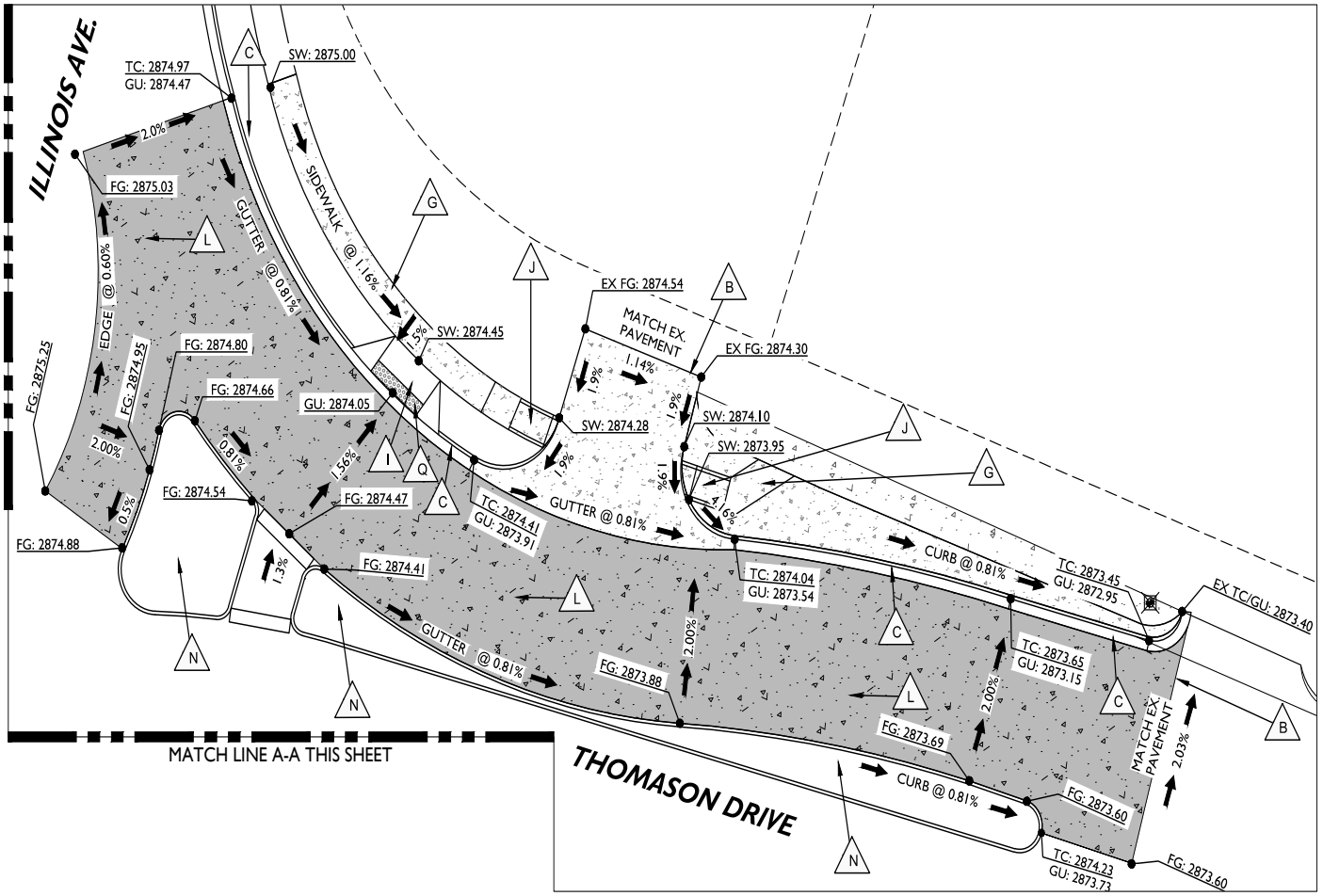
ROUNDABOUT PHASE 2
DEMOLITION PLAN

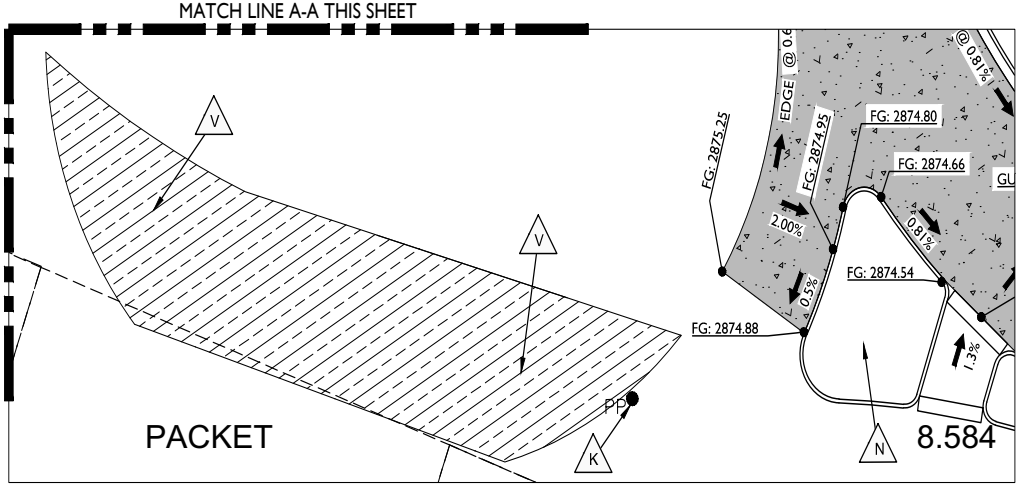
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LICENSED
PROFESSIONAL ENGINEER
09/21/2020

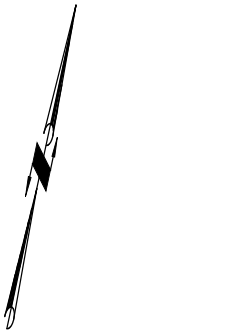
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SCALE 1" = 20'

SEE SHEET 68 FOR PAVING NOTES

811 Know what's below. Call before you dig.

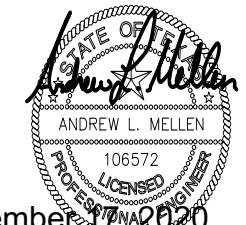
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CHECKED BY:	ALM				
APPROVED BY:	ALM				
SCALE: 1:50					
JOB#: 180072					
DATE: 03/07/2019					

REV. NO.	DATE	BY	DESCRIPTION

MIDLAND Engineering Services

ROUNDABOUT PHASE 2
PAVING & GRADING PLAN

67

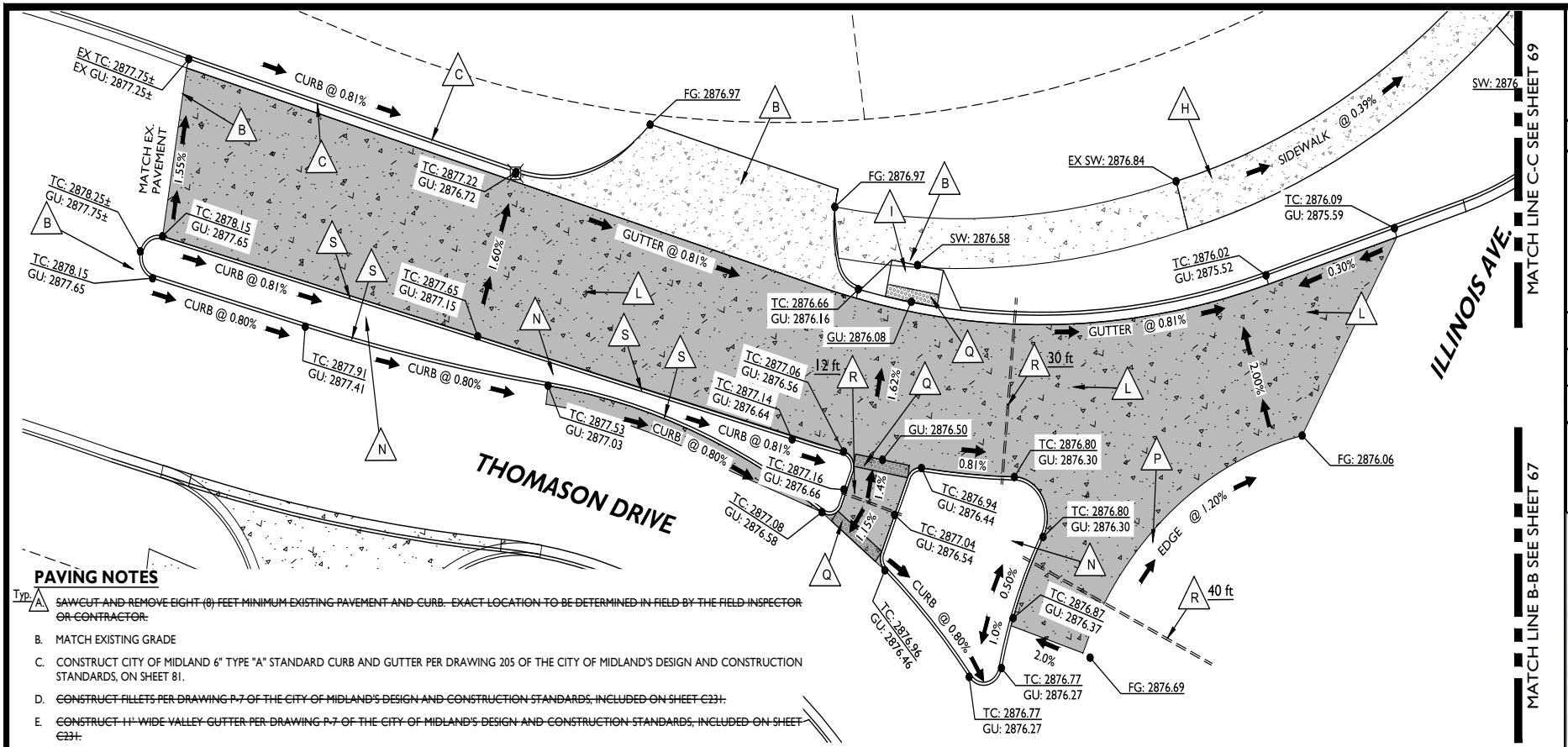


November 17, 2020
09/21/2020

PACKET 8.584

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PAVING NOTES

Typ. A. ~~SAWCUT AND REMOVE EIGHT (8) FEET MINIMUM EXISTING PAVEMENT AND CURB. EXACT LOCATION TO BE DETERMINED IN FIELD BY THE FIELD INSPECTOR OR CONTRACTOR.~~

B. MATCH EXISTING GRADE

C. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

D. ~~CONSTRUCT FILLETS PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

E. ~~CONSTRUCT 11' WIDE VALLEY GUTTER PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

F. INSTALL 8"X 2" WATER TAP, WATER SERVICE LATERAL, AND 2" IRRIGATION WATER METER. EXACT LOCATION OF WATER METER IS TO BE COORDINATED WITH THE CITY IN FIELD.

G. CONSTRUCT 5' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

H. CONSTRUCT 8' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

I. CONSTRUCT HANDICAP RAMP PER DRAWINGS 232 AND 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 82.

J. CONSTRUCT HANDICAP RAMP PER DRAWING 231 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 83.

K. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC. POLES WILL WE REMOVED PRIOR TO CONTRACTOR BEGINNING CONSTRUCTION.

L. CONCRETE PAVEMENT AT ROUNDABOUT INTERSECTION PER DETAIL 01, SHEET 78.

M. PAVERS IN ROUNDABOUT APRON PER DETAIL 03, SHEET 79.

N. BACKFILL STREET ISLAND WITH DECOMPOSED GRANITE. LAY DEWITT PRO-5 WEED BARRIER OR SIMILAR AT LEAST 4" BELOW THE FINISH GRADE. BACKFILL WITH DECOMPOSED GRANITE TO TOP OF CURB.

O. ADJUST EXISTING WATER VALVE TO GRADE. VALVE NUMBER AS SHOWN, SEE SHEET 35, WATER VALVE COORDINATION SHEET.

P. ROLLOVER CURB PER DETAIL 04, SHEET 79.

Q. INSTALL DETECTABLE WARNING PAVERS PER CITY OF MIDLAND STANDARD CONSTRUCTION DETAIL 233, INCLUDED ON SHEET 82.

R. INSTALL 4" PVC CONDUIT FOR IRRIGATION LINES FOR ROUNDABOUT LANDSCAPING AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

S. CONSTRUCT CITY OF MIDLAND 6" TYPE "C" INVERT CURB AND GUTTER PER DRAWING 207 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

T. INSTALL 4" PVC CONDUIT FOR ELECTRIC LINES AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

U. ASPHALT PAVEMENT TRANSITION PER DETAIL 05, SHEET 80.

V. TEMPORARY PAVEMENT- 6" FLEX BASE COMPACTED TO 97% STANDARD PROCTOR DENSITY, TOPPED WITH 2" TYPE "C" HMAC COURSE. OR APPROVED EQUAL.

0' 20' 40' 60'

SCALE 1" = 20'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

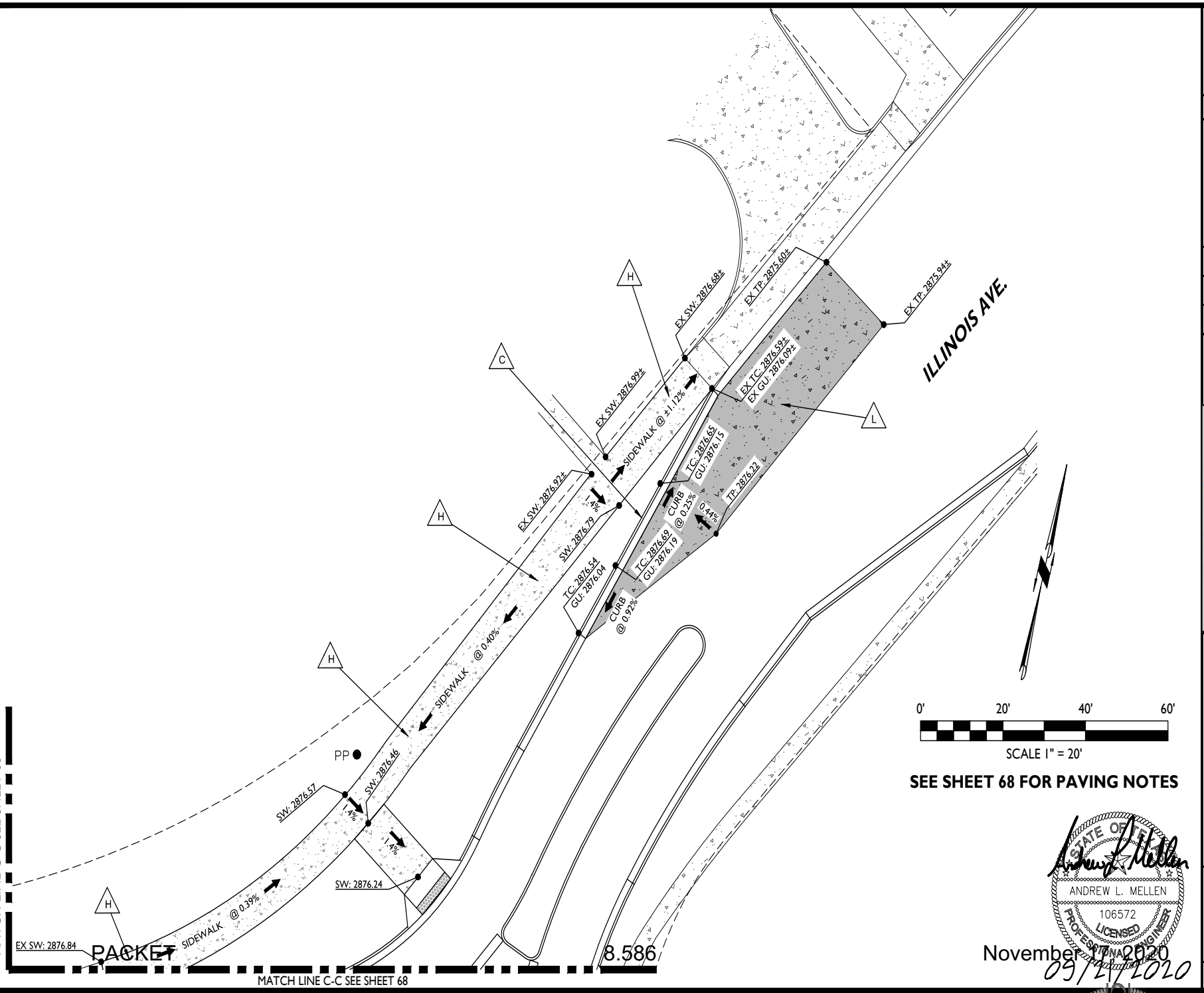
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ROUNDABOUT PHASE 2
PAVING & GRADING PLAN

68

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SEE SHEET 68 FOR PAVING NOTES

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SCALE: 1:50	
JOB#: 180072	
DATE: 03/07/2019	

REV. NO.	DATE	BY	DESCRIPTION

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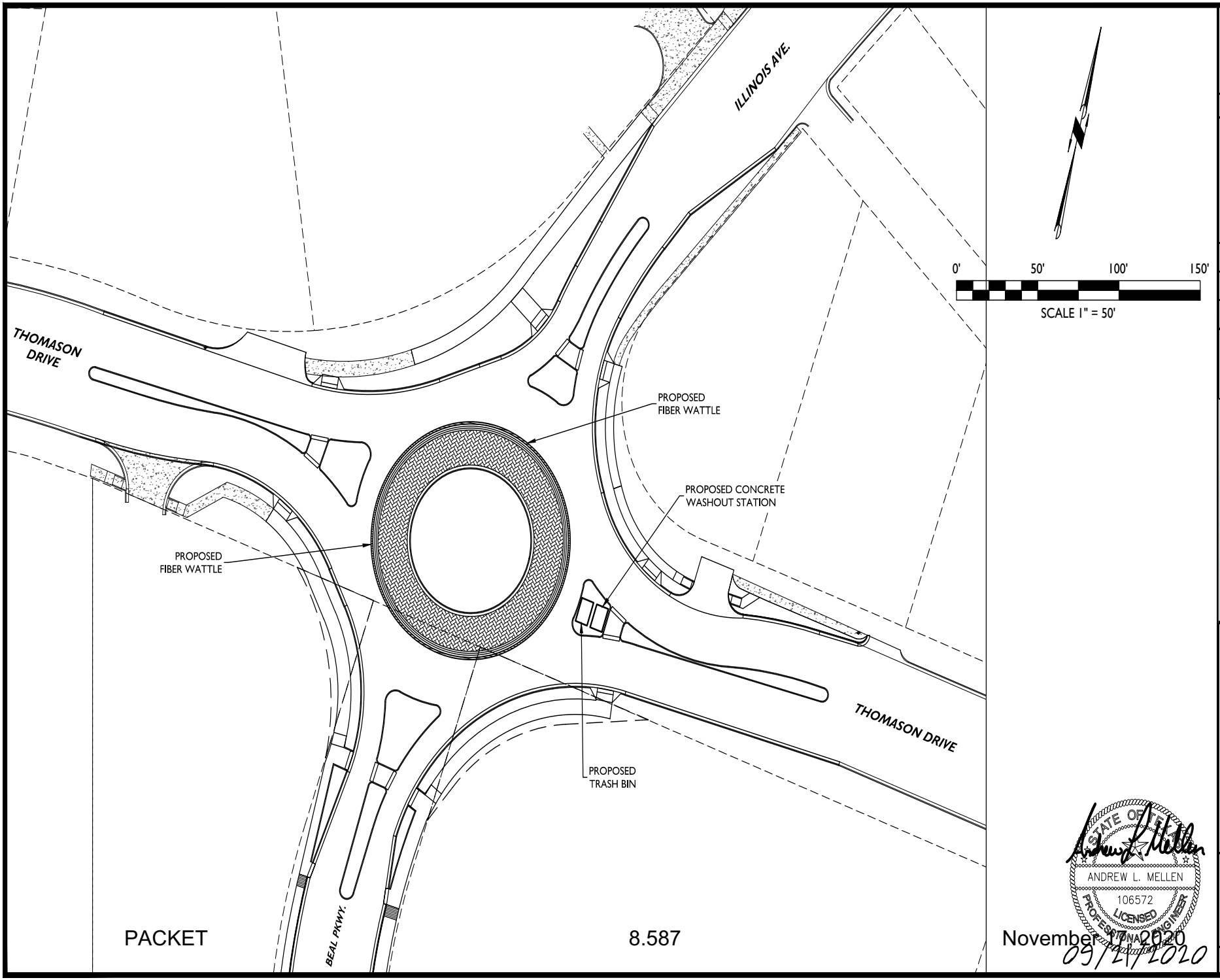
ROUNDABOUT PHASE 2
PAVING & GRADING PLAN

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106572
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PROFESSIONAL ENGINEER
STATE OF TEXAS

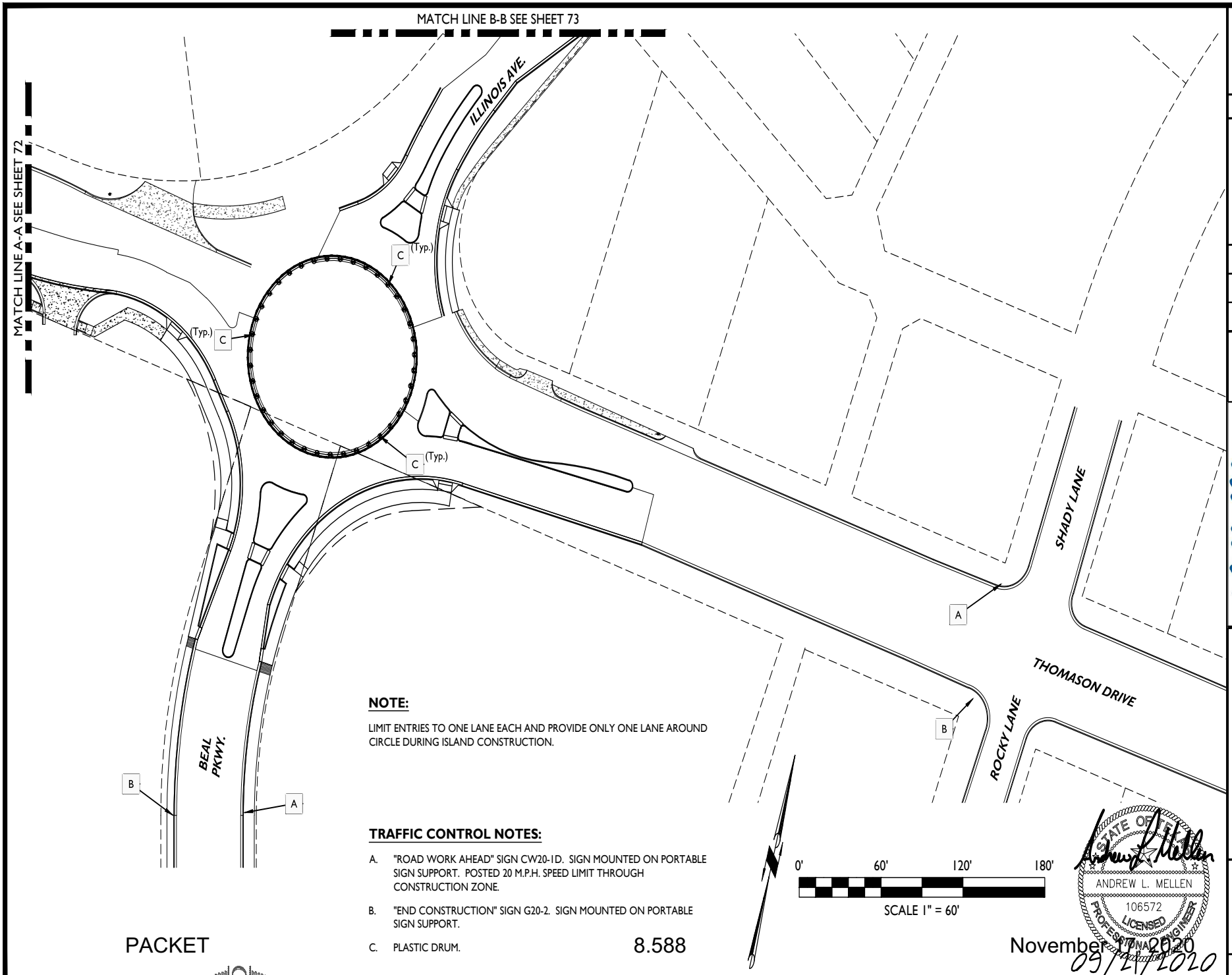
09/17/2020

69

10.09.2020



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NOTE:

LIMIT ENTRIES TO ONE LANE EACH AND PROVIDE ONLY ONE LANE AROUND CIRCLE DURING ISLAND CONSTRUCTION.

TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. PLASTIC DRUM.

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

PACKET 8.588 November 17, 2020

10.09.2020

Know what's below. Call before you dig.

DESCRIPTION	BY	DATE	REV. NO.

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SCALE: 1:50
JOB#: 180172
DATE: 03/07/2019

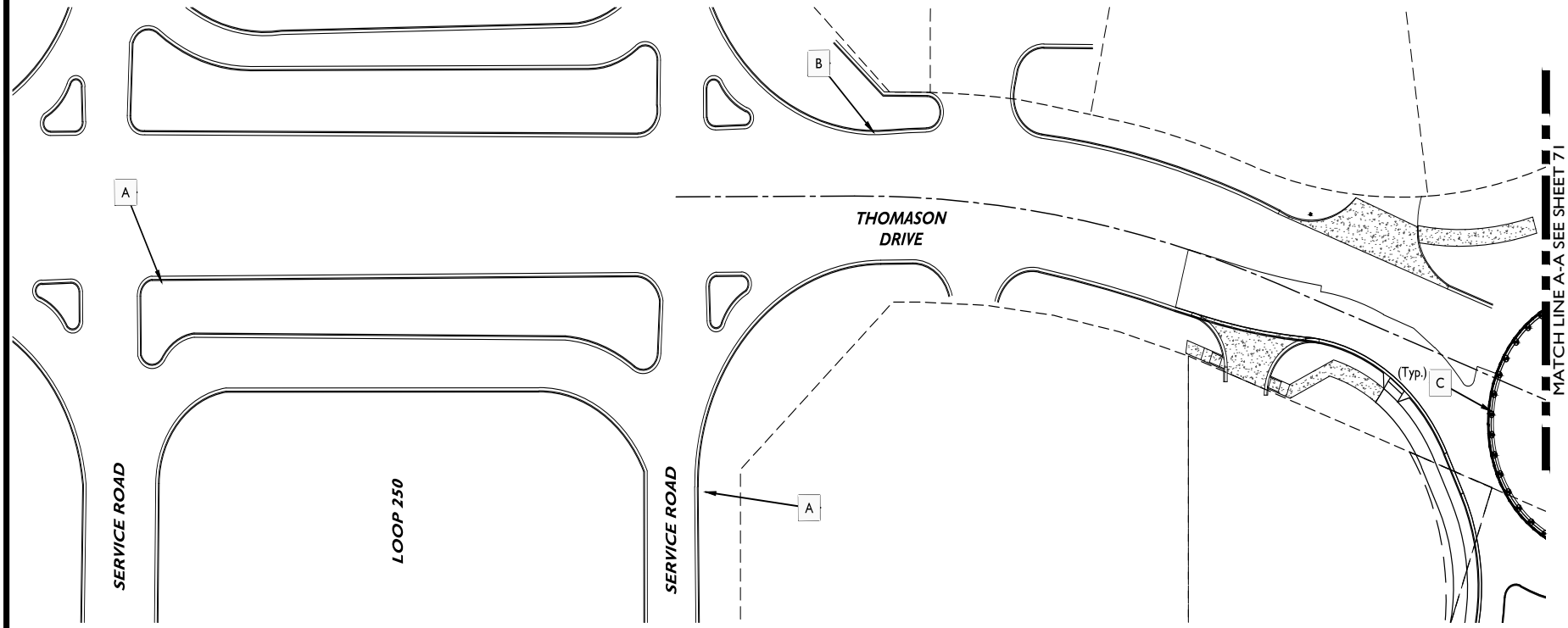
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ROUNDABOUT PHASE 3
TRAFFIC CONTROL

71

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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT PER DETAIL, SHEET 90.

C. PLASTIC DRUM.

0' 60' 120' 180'

SCALE 1" = 60'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

DRAWN BY: MID
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

REV. NO.	DATE	BY	DESCRIPTION

Know what's below. Call before you dig.

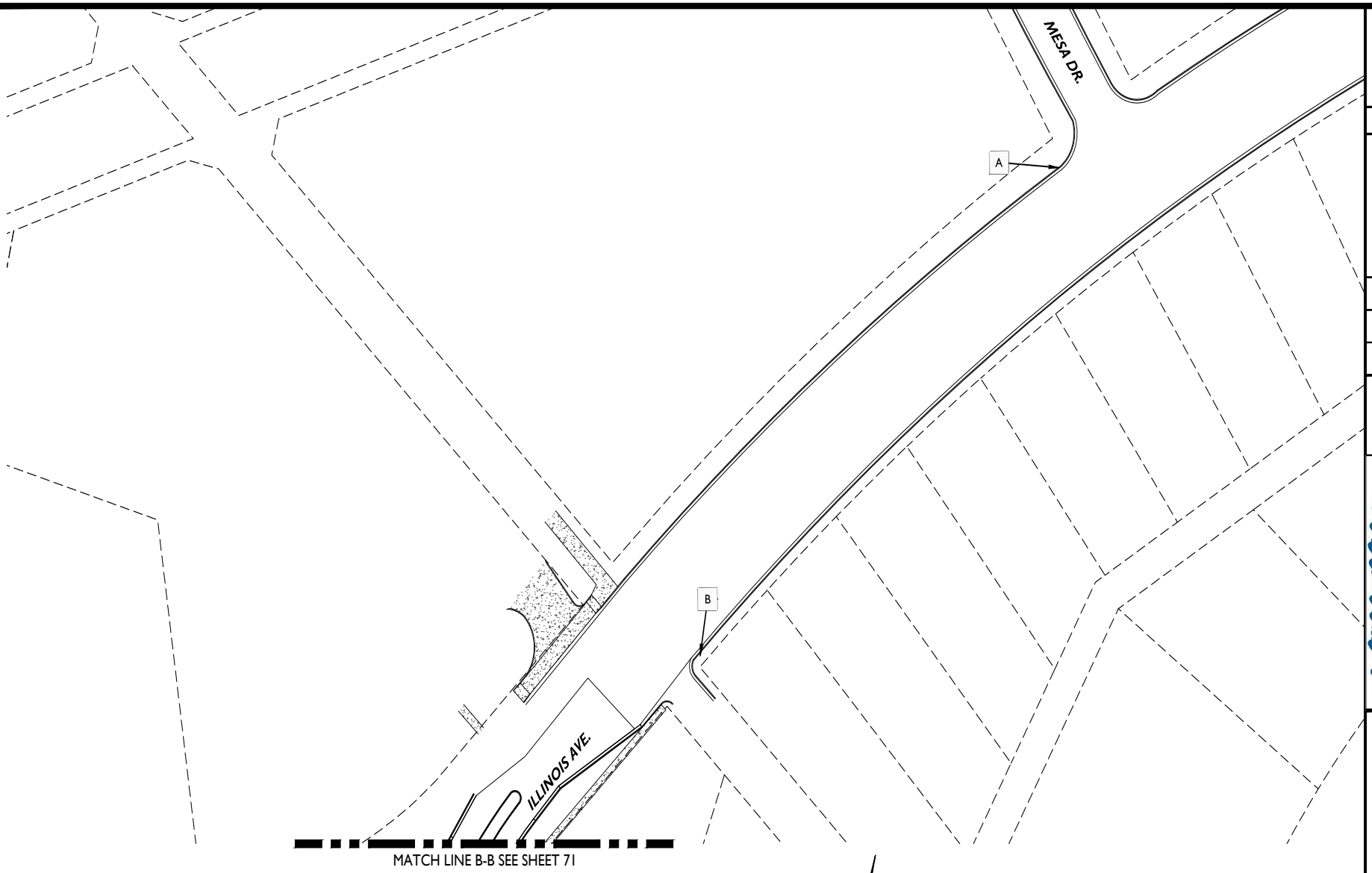
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ROUNDABOUT PHASE 3
TRAFFIC CONTROL

72

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TRAFFIC CONTROL NOTES:

A. "ROAD WORK AHEAD" SIGN CW20-1D. SIGN MOUNTED ON PORTABLE SIGN SUPPORT. POSTED 20 M.P.H. SPEED LIMIT THROUGH CONSTRUCTION ZONE.

B. "END CONSTRUCTION" SIGN G20-2. SIGN MOUNTED ON PORTABLE SIGN SUPPORT.

C. PLASTIC DRUM.

0' 60' 120' 180'

SCALE 1" = 60'

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET 8.590 November 17, 2020

Know what's below. Call before you dig.

REV. NO.	DATE	BY	DESCRIPTION

DRAWN BY: MID
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APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

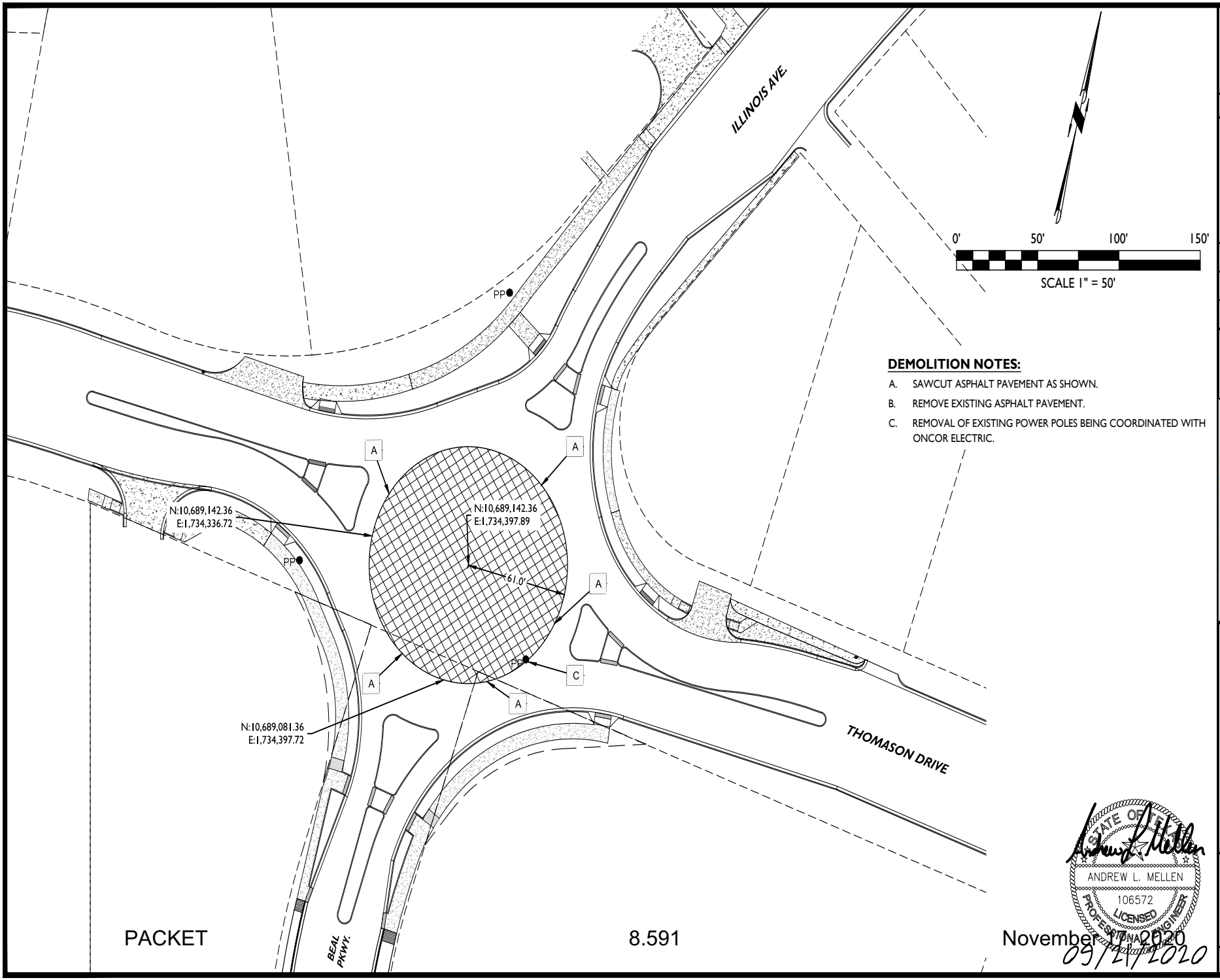
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ROUNDABOUT PHASE 3
TRAFFIC CONTROL

73

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DEMOLITION NOTES:

A. SAWCUT ASPHALT PAVEMENT AS SHOWN.

B. REMOVE EXISTING ASPHALT PAVEMENT.

C. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC.

Know what's below. Call before you dig.

DESCRIPTION	BY	DATE	REV. NO.

DRAWN BY: MID
CHECKED BY: ALM
APPROVED BY: ALM
SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

ROUNDABOUT PHASE 3
DEMOLITION PLAN

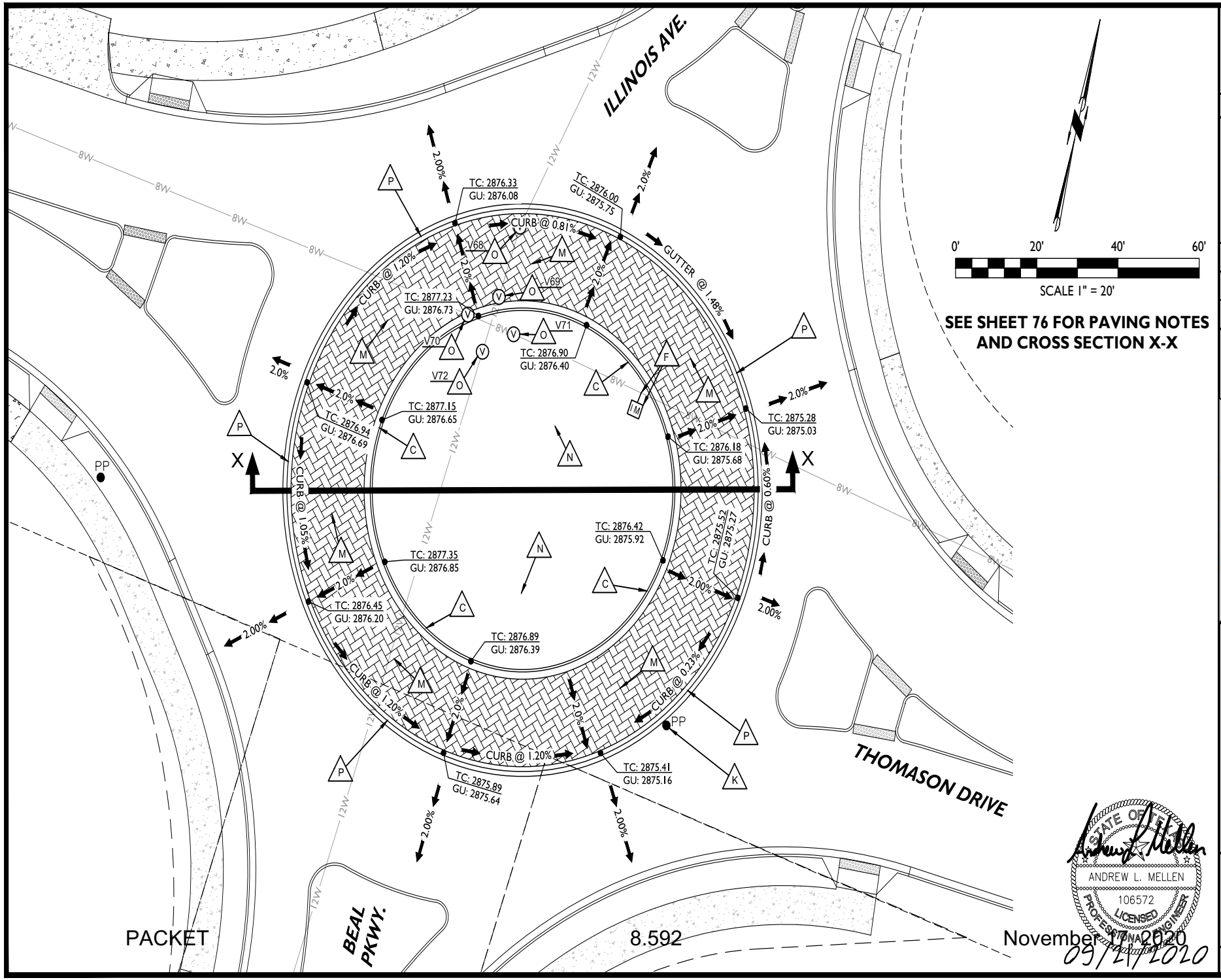
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STATE OF TEXAS

09/21/2020

74

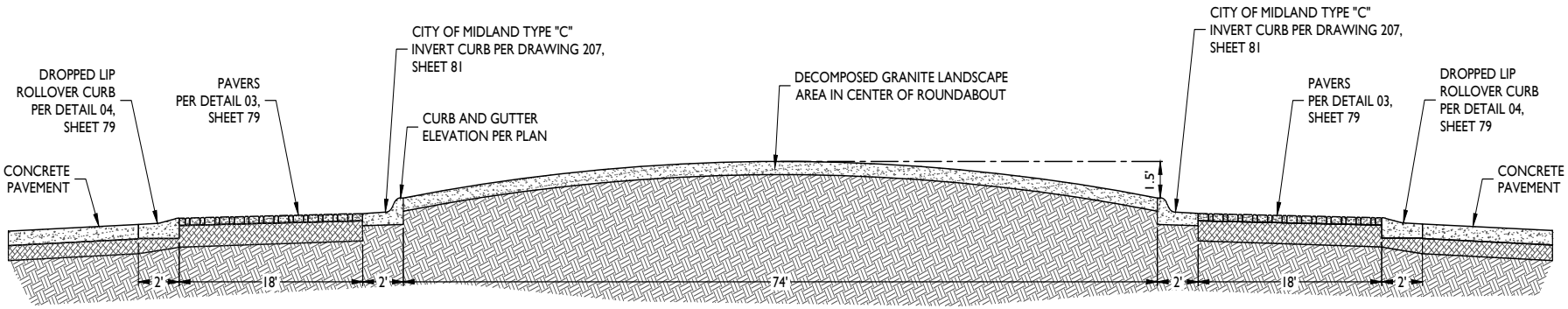
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X CROSS-SECTION X-X'

N.T.S

PAVING NOTES

Typ. A. ~~SAWCUT AND REMOVE EIGHT (8) FEET MINIMUM EXISTING PAVEMENT AND CURB. EXACT LOCATION TO BE DETERMINED IN FIELD BY THE FIELD INSPECTOR OR CONTRACTOR.~~

B. MATCH EXISTING GRADE

C. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

D. ~~CONSTRUCT FILLETS PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

E. ~~CONSTRUCT 11' WIDE VALLEY GUTTER PER DRAWING P-7 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET C231.~~

F. INSTALL 8"X 2" WATER TAP, WATER SERVICE LATERAL, AND 2" IRRIGATION WATER METER. EXACT LOCATION OF WATER METER IS TO BE COORDINATED WITH THE CITY IN FIELD.

G. CONSTRUCT 5' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

H. CONSTRUCT 8' SIDEWALK AS SHOWN PER DETAIL 225, SHEET 78. CROSS-SLOPE OF SIDEWALK AS SHOWN.

I. CONSTRUCT HANDICAP RAMP PER DRAWINGS 232 AND 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 82.

J. CONSTRUCT HANDICAP RAMP PER DRAWING 231 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, INCLUDED ON SHEET 83.

K. REMOVAL OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC. POLES WILL WE REMOVED PRIOR TO CONTRACTOR BEGINNING CONSTRUCTION.

L. CONCRETE PAVEMENT AT ROUNDABOUT INTERSECTION PER DETAIL 01, SHEET 78.

M. PAVERS IN ROUNDABOUT APRON PER DETAIL 03, SHEET 79.

N. BACKFILL STREET ISLAND WITH DECOMPOSED GRANITE. LAY DEWITT PRO-5 WEED BARRIER OR SIMILAR AT LEAST 4" BELOW THE FINISH GRADE. BACKFILL WITH DECOMPOSED GRANITE TO TOP OF CURB.

O. ADJUST EXISTING WATER VALVE TO GRADE. VALVE NUMBER AS SHOWN, SEE SHEET 35, WATER VALVE COORDINATION SHEET.

P. ROLLOVER CURB PER DETAIL 04, SHEET 79.

Q. INSTALL DETECTABLE WARNING PAVERS PER CITY OF MIDLAND STANDARD CONSTRUCTION DETAIL 233, INCLUDED ON SHEET 82.

R. INSTALL 4" PVC CONDUIT FOR IRRIGATION LINES FOR ROUNDABOUT LANDSCAPING AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

S. CONSTRUCT CITY OF MIDLAND 6" TYPE "C" INVERT CURB AND GUTTER PER DRAWING 207 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, ON SHEET 81.

T. INSTALL 4" PVC CONDUIT FOR ELECTRIC LINES AS SHOWN. LENGTH OF LINES PER PLANS. CONDUIT SHOULD BE BURIED A MINIMUM OF 24" BELOW THE STREETS FINISHED GRADE AS SHOWN ON PLANS.

U. ASPHALT PAVEMENT TRANSITION PER DETAIL 05, SHEET 80.

V. TEMPORARY PAVEMENT- 6" FLEX BASE COMPACTED TO 97% STANDARD PROCTOR DENSITY, TOPPED WITH 2" TYPE "C" HMAC COURSE. OR APPROVED EQUAL.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020

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F:\2018\180072-CITY OF MIDLAND-THOMASON PAVING IMPROVEMENTS\DRAWINGS\CIVIL CONSTRUCTION PLANS\MILL INLAY CONSTRUCTION PLANS\180072 76 PHASE 3 PAVING GRADING PLAN.DWG

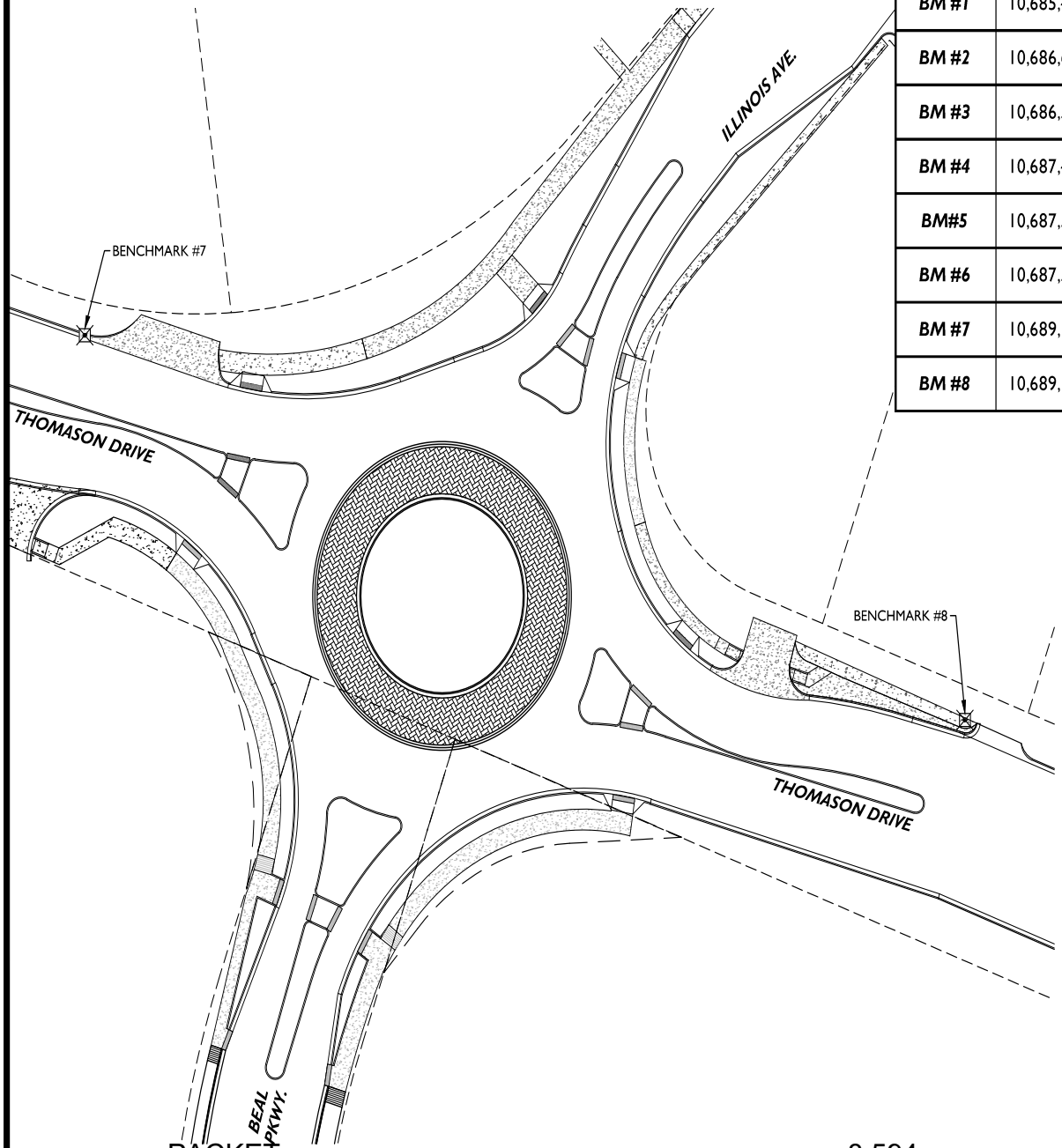
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JOB#: 180072
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MIDLAND Engineering Services

ROUNDABOUT PHASE 3
PAVING & GRADING PLAN



ELEVATION BENCHMARKS

Benchmark	Northing (y)	Easting (x)	Elevation	Description
BM #1	10,685,488.15	1,735,171.70	2851.60	Sawcut "X" in Top of Curb on North Side of 901 Beal Pkwy Driveway
BM #2	10,686,637.41	1,734,996.42	2859.56	Sawcut "X" in Gutter at Southeast corner of Graceland Drive - Beal Parkway Intersection
BM #3	10,686,545.08	1,734,526.45	2862.35	Sawcut "X" in Sidewalk at the Northwest Corner of Graceland Drive and Loop 250 Intersection
BM #4	10,687,497.77	1,734,321.83	2866.97	Sawcut "X" in Sidewalk at Southeast corner of Loop 250 - Leisure Drive Intersection
BM#5	10,687,596.68	1,734,734.82	2865.84	Sawcut "X" in Sidewalk at Southeast corner of Beal Parkway - Leisure Drive Intersection
BM #6	10,687,589.21	1,734,674.76	2866.01	Sawcut "X" in Ramp at Southwest corner of Beal Parkway - Leisure Drive Intersection
BM #7	10,689,198.67	1,734,215.06	2877.32	Sawcut "X" West of Summer Spray Driveway
BM #8	10,689,155.49	1,734,640.84	2873.46	Sawcut "X" West of Aphasia Center Driveway on Thomason

0' 50' 100' 150'

SCALE 1" = 50'

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09/14/2020

10.09.2020

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DATE: 03/07/2019

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BENCHMARK PLAN

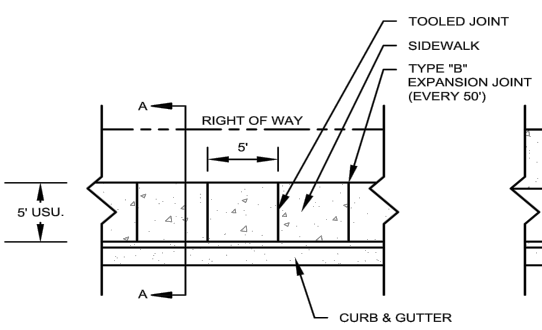
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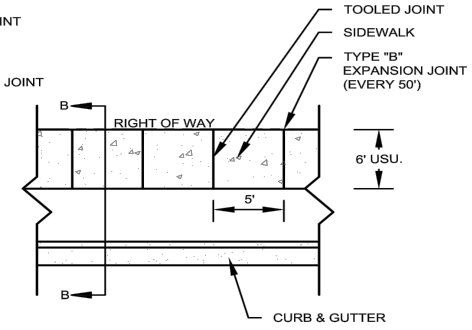
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PACKET

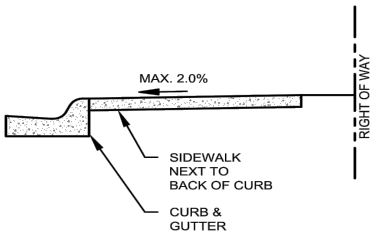




NOTES:

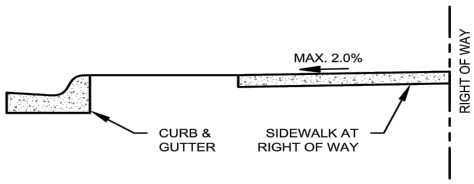
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS 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.

ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS

STANDARD SIDEWALK

DETAIL: 225

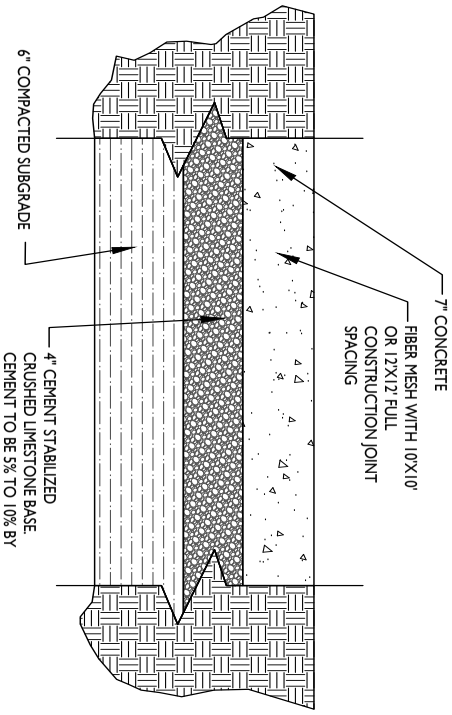
8.595

CONCRETE PAVEMENT SECTION

OR APPROVED EQUAL. N.T.S.

NOTES:

- CONCRETE SHALL HAVE MINIMUM 28-DAY STRENGTH OF 3,500 PSI
- SUBGRADE COMPACTED TO AASHTO 95% ASTM D 698
- CRUSHED LIMESTONE BASE TO BE TX-DOT TYPE "A", GRADE 1 OR 2, COMPACTED TO AT LEAST 97% STANDARD PROCTOR DENSITY.
- INSTALL #4 REBAR 16" O.C.E.W. IN CONCRETE PER CITY INSPECTOR INSTRUCTIONS



November 15, 2019

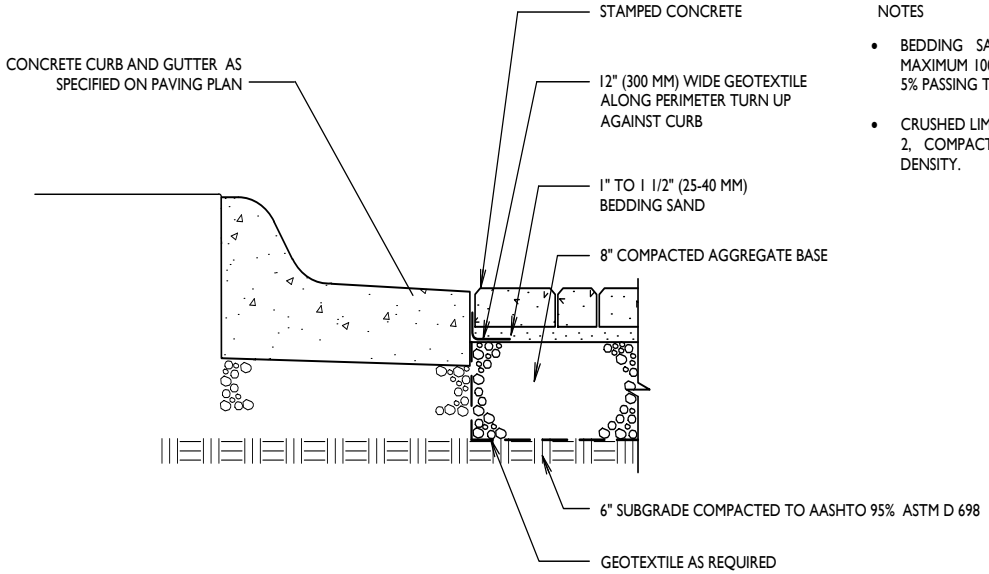
09/11/2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER

78		CONSTRUCTION DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION

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SEE SHEET 76 FOR CROSS-SECTION
OF ROUNDABOUT ISLAND

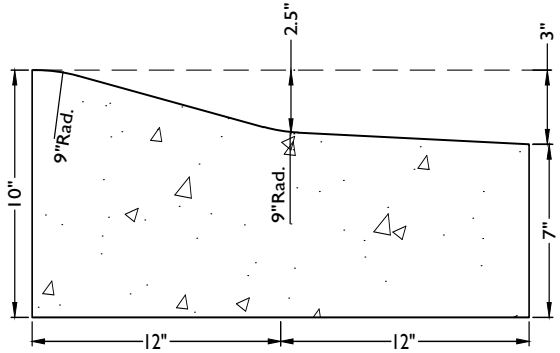


NOTES

- BEDDING SAND MUST COMPLY WITH ASTM C144, WITH MAXIMUM 100% PASSING THE NO 16 SIEVE AND NO MORE THAN 5% PASSING THE NO 200 SIEVE.
- CRUSHED LIMESTONE BASE TO BE TXDOT TYPE "A", GRADE 1 OR 2, COMPACTED TO AT LEAST 97% STANDARD PROCTOR DENSITY.

3 ROUNDABOUT ISLAND PAVERS DETAIL

OR APPROVED EQUAL. N.T.S.



4 3" ROLLOVER CURB (DROPPED LIP)

OR APPROVED EQUAL., SCALE: 2" = 1'

PACKET 8.596 November 17, 2020

09/21/2020

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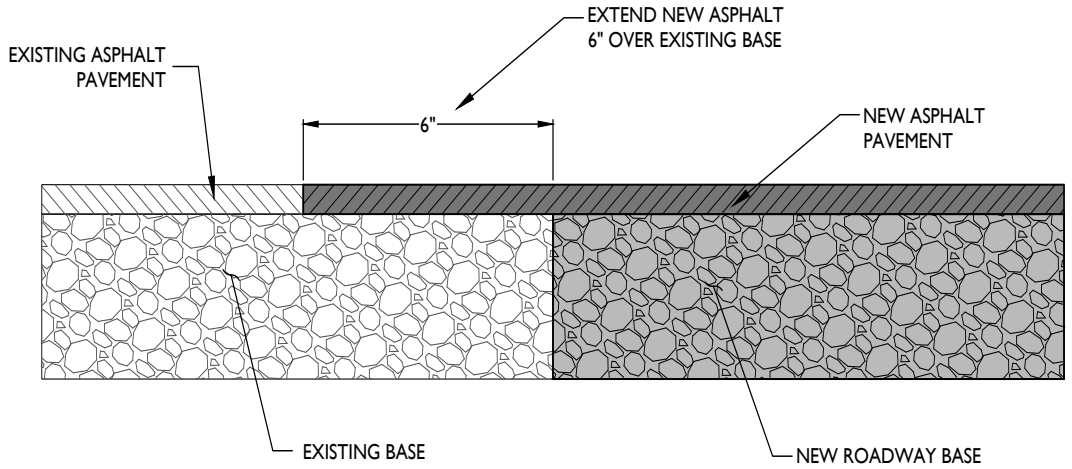
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SCALE: 1:50
JOB#: 180072
DATE: 03/07/2019

MIDLAND Engineering Services

CONSTRUCTION DETAILS

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS



5 ASPHALT PAVEMENT TRANSITION DETAIL

OR APPROVED EQUAL. N.T.S.

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MIDLAND Engineering Services

CONSTRUCTION DETAILS

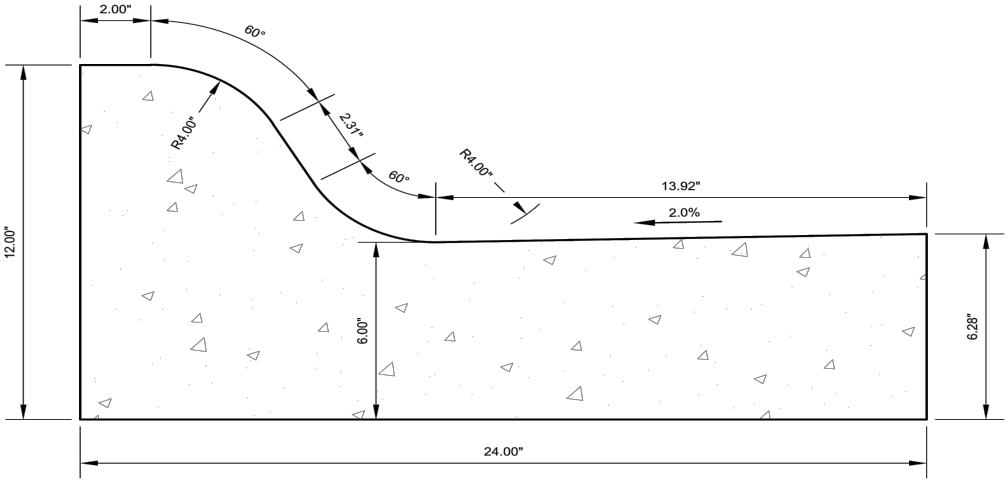
80

STATE OF TEXAS
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PROFESSIONAL ENGINEER

09/21/2020

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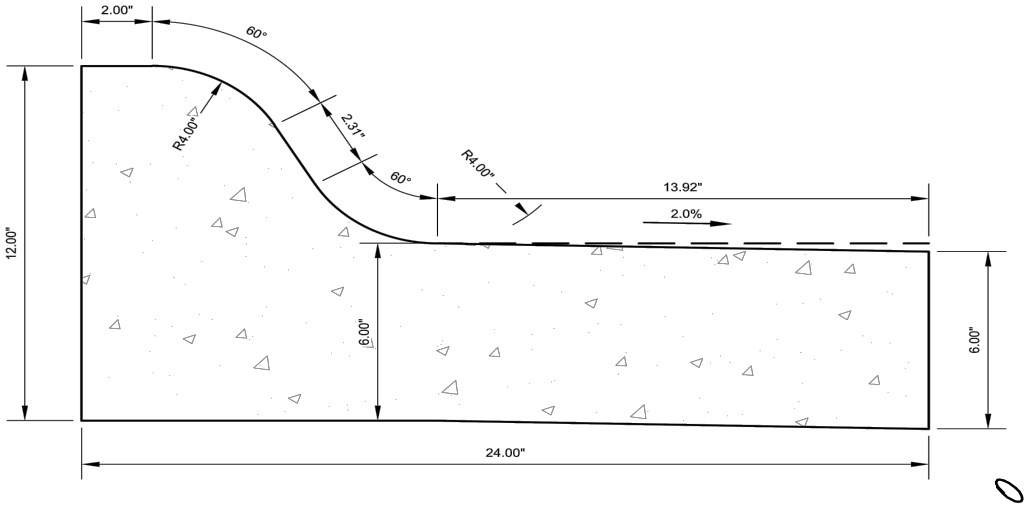


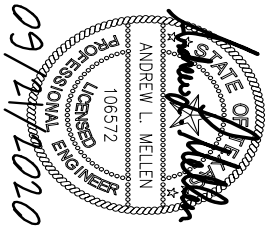
NOTES:

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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 205
		TYPE A STANDARD CURB AND GUTTER		

8.598





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.

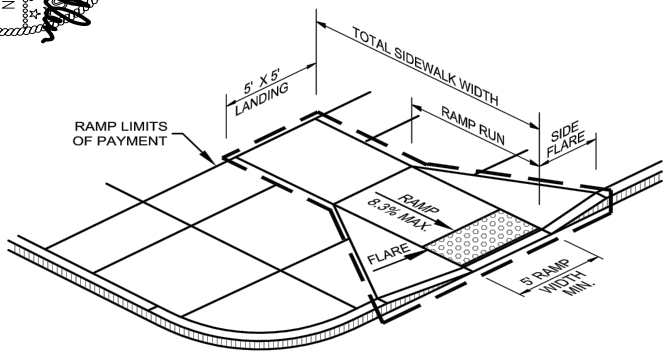
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 207
		TYPE C INVERT CURB AND GUTTER		

November 4, 2020

18		CONSTRUCTION DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION		Know what's below. Call before you dig. 811

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/21/2020
BACKET



TYPE 1
PERPENDICULAR 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: 232
		PERPENDICULAR CURB RAMP		

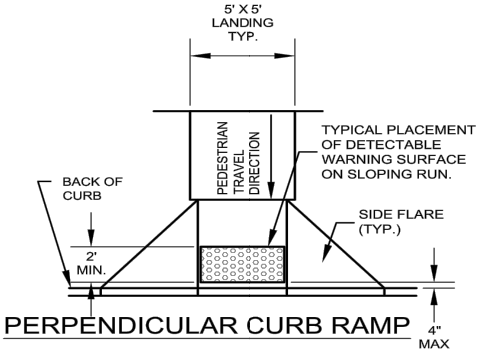
8.599

DETECTABLE WARNING SURFACE NOTES:

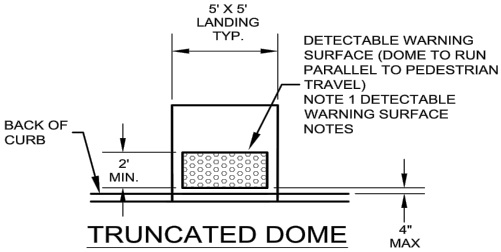
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING 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:

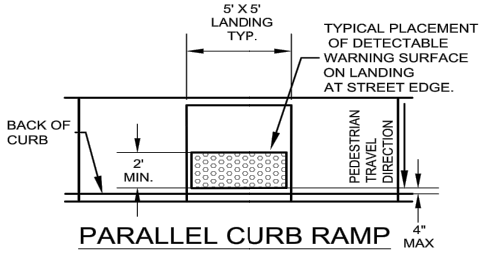
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME PATTERN



PARALLEL CURB RAMP

November 17, 2020

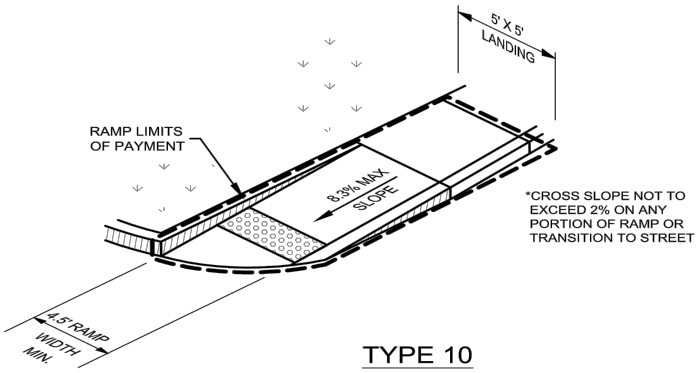
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 233
		DETECTABLE WARNING SURFACE		

10.09.2020

82		CONSTRUCTION DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION	Know what's below. Call before you dig. 811

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PACKET



TYPE 10

DIRECTIONAL RAMP WITHIN RADIUS

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.

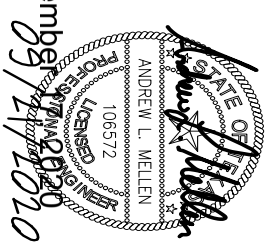
GENERAL NOTES:

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: 231
		DIRECTIONAL RAMP WITHIN RADIUS		

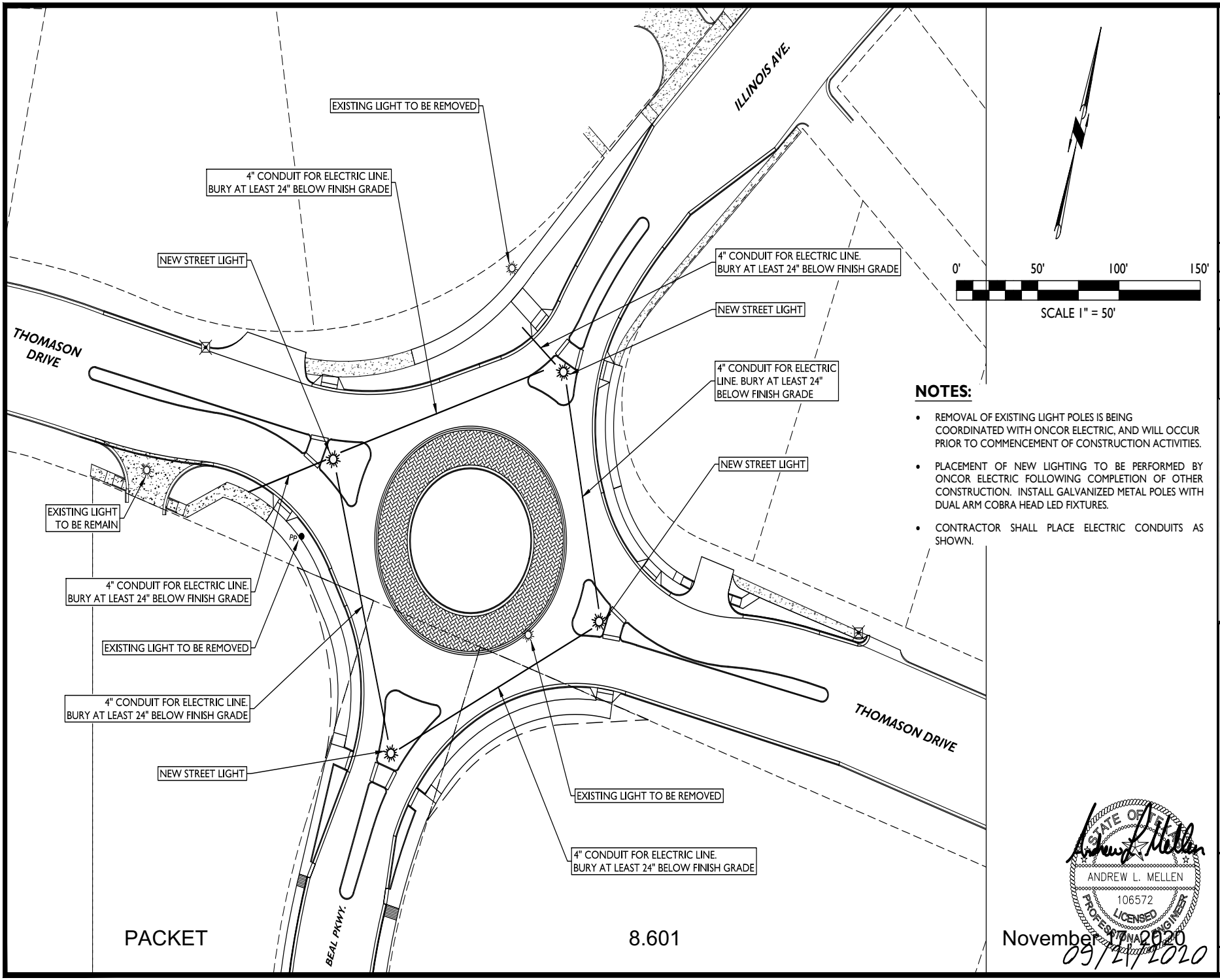
8.600

November 09, 2020



83		CONSTRUCTION DETAILS	MIDLAND Engineering Services	DRAWN BY: MJD CHECKED BY: ALM APPROVED BY: ALM SCALE: 1:50 JOB#: 180072 DATE: 03/07/2019	REV. NO.	DATE	BY	DESCRIPTION

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NOTES:

- REMOVAL OF EXISTING LIGHT POLES IS BEING COORDINATED WITH ONCOR ELECTRIC, AND WILL OCCUR PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- PLACEMENT OF NEW LIGHTING TO BE PERFORMED BY ONCOR ELECTRIC FOLLOWING COMPLETION OF OTHER CONSTRUCTION. INSTALL GALVANIZED METAL POLES WITH DUAL ARM COBRA HEAD LED FIXTURES.
- CONTRACTOR SHALL PLACE ELECTRIC CONDUITS AS SHOWN.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020

PACKET 8.601 November 17, 2020

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DESCRIPTION	REV. NO.	DATE	BY

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JOB#: 180172
DATE: 03/07/2019

MIDLAND Engineering Services

ROUNDABOUT LIGHTING PLAN

84

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

09/21/2020 PACKET

SEE SHEET 87 FOR STRIPING NOTES

SCALE 1" = 60'

0' 60' 120' 180'

THOMASON DRIVE

BEAL PKWY.

ILLINOIS AVE.

Beal Parkway

Thomason Dr

Illinois Ave

(MOUNT ON LIGHT POLE)

SPEED LIMIT 35

YIELD

100'

270'

250'

115'

MATCH LINE A-A SEE SHEET 86

8603 November 17, 2020

85

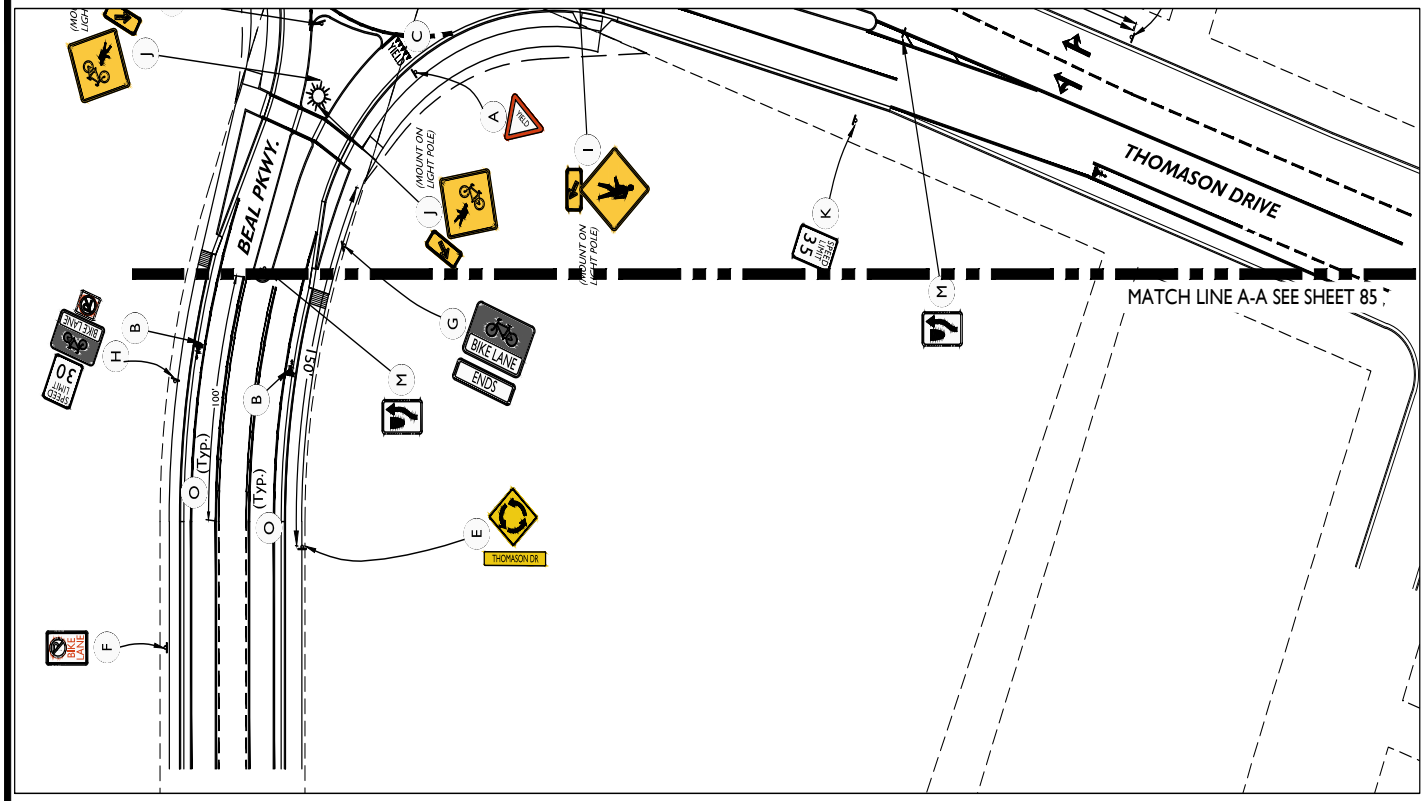
ROUNDABOUT
STRIPING PLAN

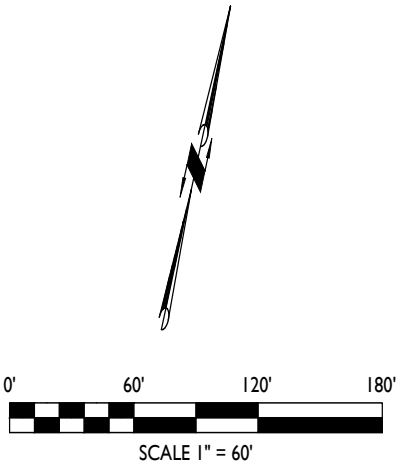
MIDLAND Engineering Services

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JOB#:	180072
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SCALE 1" = 60'

SEE SHEET 87 FOR STRIPING NOTES

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ROUNDABOUT STRIPING PLAN

86

ANDREW L. MELLEN
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LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

05/21/2020

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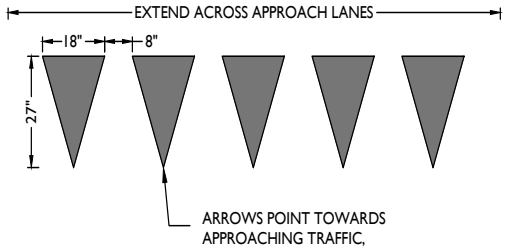
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SIGNS	MARKING NOTES
YIELD R1-2 36 x 36 x 36	(A.) YIELD SIGN, MUTCD R1-2, PLACED AS SHOWN.
SEE THIS SHEET	(B.) BICYCLIST AND ARROW SYMBOL PER DETAIL 02, THIS SHEET.
YIELD SEE THIS SHEET	(C.) YIELD LINE PLACED AS SHOWN. SEE DETAIL 01, THIS SHEET.
R6-4a 48 x 24	(D.) LARGE ARROW SIGN, MUTCD R6-4a, PLACED IN CENTER ISLAND AS SHOWN. FACE SIGN PERPENDICULAR TO APPROACHING TRAFFIC.
W2-6 30 x 30 STREET NAME W16-8P VARIES x 8	(E.) ROUNDABOUT SIGN, MUTCD W2-6, WITH W16-8P STREET NAME PLAQUE.
BIKE LANE R7-9a 12 x 18	(F.) NO PARKING- BIKE LANE SIGN, MUTCD R7-9a, PLACED AS SHOWN. MAXIMUM 250' INTERVAL BETWEEN SIGNS ALONG BOTH SIDES OF STREET. MOUNT AT 45° TO APPROACHING TRAFFIC.
BIKE LANE R3-17 30 x 24 ENDS R3-17b 30 x 12	(G.) BIKE LANE ENDS SIGNAGE, MUTCD R3-17 AND R3-17b.
SPEED LIMIT 30 R2-1 18 x 24 BIKE LANE R3-17 30 x 24 R8-3 12 x 12	(H.) SPEED LIMIT SIGN, MUTCD R2-1, MOUNTED ABOVE BIKE LANE SIGN, MUTCD R3-17 AND NO PARKING SIGN (12"), MUTCD R8-3.
W11-2 30 x 30 W16-7P 24 x 12	(I.) PEDESTRIAN CROSSING SIGNAGE, MUTCD W11-2 MOUNTED ABOVE W16-7P (LEFT OR RIGHT ARROW AS REQUIRED).
W11-2 30 x 30 W16-7P 24 x 12	(J.) TRAIL CROSSING SIGNAGE, MUTCD W11-15 MOUNTED ABOVE 16-7P.
SPEED LIMIT 35 R2-1 18 x 24	(K.) SPEED LIMIT SIGN, MUTCD R2-1.

SIGNS	MARKING NOTES
Illinois Ave D1-1 VARIES x 18	(L.) STREET NAME GUIDE SIGN, MUTCD D1-1, PLACED AS SHOWN. SIGN MAY BE MOUNTED 4' ABOVE THE ROAD SURFACE.
R4-7 18 x 24	(M.) INSTALL KEEP RIGHT SIGN, MUTCD R4-7.
R3-8 MK VARIES x 30	(N.) INSTALL INTERSECTION LANE CONTROL SIGN FOR CIRCULAR INTERSECTION AS SHOWN, MUTCD R3-8 MK.
	(O.) 6" WIDE SOLID WHITE STRIPE PLACED ALONG OUTSIDE EDGE OF BIKE LANE. USE DOTTED LINE FOR LAST 50' BEFORE INTERSECTIONS.

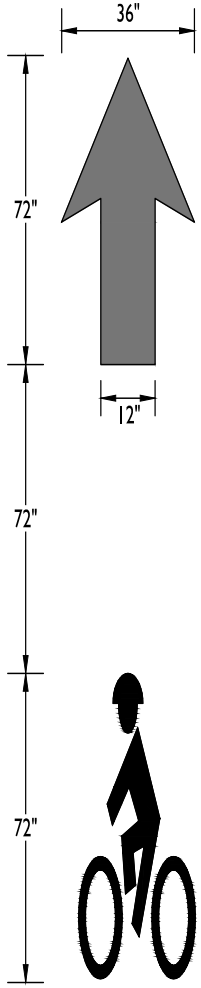
NOTES

1. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE 2011 VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE EXACT PLACEMENT OF SIGNS SHALL BE LOCATED IN THE FIELD BY THE CITY OF MIDLAND'S TRANSPORTATION DIVISION.
2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND MEET TXDOT SPECIFICATIONS FOR MATERIALS AND INSTALLATION.



01 YIELD LINE

OR APPROVED EQUAL. N.T.S.



02 HELMETED BICYCLIST SYMBOL

OR APPROVED EQUAL. N.T.S.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/21/2020
10.09.2020

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MIDLAND Engineering Services

ROUNDABOUT STRIPING PLAN NOTES

87

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CITY OF MIDLAND
ACKLEN ROAD PROJECT
TRANSPORTATION PROJECT NUMBER: BPU18-04
(PART OF THOMASON MILL AND INLAY PAVING PROJECT)
JUNE 2020

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER PAGE
2	GENERAL NOTES
3	GENERAL NOTES
4	QUANTITIES
5	DEMOLITION PLAN & EXIST SITE TOPO
6	ACKLEN ROAD PLAN & PROFILE
7	ACKLEN ROAD PLAN & PROFILE
8	PAVING DETAILS
9	PAVING DETAILS
10	PAVING DETAILS
11	PAVING DETAILS
12	PAVING DETAILS
13	PAVING DETAILS
14	EROSION CONTROL PLAN
15	EROSION CONTROL PLAN DETAILS



VICINITY MAP
N.T.S.

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
COURTNEY SHARP

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

TDLR REVIEW REQUIRED

CONTRACTOR _____

DATE CONTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

SUBMITTED 10/9/2020
Andrew L. Mellen
ENGINEER

RECOMMENDED 10/9/2020
Matt Carr, P.E.
CITY ENGINEER

RECOMMENDED 10/9/2020
ENGINEERING SERVICES DIRECTOR

CITY OF MIDLAND
APPROVED
10.09.2020
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
This 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
06/26/2020

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JOB: 180072

MIDLAND Engineering Services

COVER SHEET
ACKLEN DRIVE PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

01

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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 AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD CONSTRUCTION REQUIREMENTS, SPECIFICATION AND DETAILS UNLESS OTHERWISE INDICATED IN THESE CONSTRUCTION DRAWINGS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE MILL AND INLAY PROJECT.
3. CONTRACTOR IS RESPONSIBLE FOR OBSERVING AND COMPLYING WITH ALL FEDERAL AND STATE REGULATIONS AND REQUIREMENTS.
4. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT CONSTRUCTION.
5. THE INTENT OF THE PROJECT AT ALL ADJACENT STREET AND INTERSECTIONS INCLUDES SURFACE IMPROVEMENTS AND DRAINAGE IMPROVEMENTS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE PROJECT AREA WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL REQUIRED TESTING FOR ANY AND ALL MATERIALS AND WORKMANSHIP PERFORMED OR INSTALLED AS PART OF THE PROJECT'S WORK. THE COST OF ALL SUCH TESTING SHALL BE BORNE SOLELY BY THE CONTRACTOR. THE COST OF TESTING REWORK RESULTING FROM A FAILED TEST WILL ALSO BE BORNE BY THE CONTRACTOR. CONTRACTORS' COOPERATION WILL BE REQUIRED FOR MATERIAL SAMPLING BY THE CITY'S MATERIAL TESTING CONSULTANT.
7. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT.
8. 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.
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.

REQUIRED TESTING AND PROOF OF REPORTING WILL INCLUDE:

BASE – ALL BASE COURSES SHALL BE PROOF ROLLED IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS. ALL AREAS IDENTIFIED AS FAILING DURING PROOF ROLLING SHALL BE REPAIRED IN A METHOD APPROVED BY THE ENGINEER.

ASPHALT HOT MIX - A NUCLEAR GAGE DENSITY TEST WILL BE REQUIRED FOR EVERY 250 LINEAR FEET OF ASPHALT PASS. THE ACCEPTABLE FIELD DENSITY RANGE FOR CONSTRUCTION OF THIS PROJECT SHALL BE 92% - 98% WITH A TARGET DENSITY OF 95%. TEST RESULTS SHALL BE GIVEN TO THE ENGINEER UPON COMPLETION OF EACH TEST.

CONCRETE - 1 SLUMP TEST FOR EVERY CYLINDER SET (3 TEST CYLINDERS), AND NO LESS THAN 1 CYLINDER SET PER DAY WHEN CONCRETE IS PLACED. TEST RESULTS SHALL BE GIVEN TO THE ENGINEER UPON COMPLETION OF EACH TEST, 1 CYLINDER SET FOR EVERY:

A. EVERY 50 CY OF CONCRETE PLACED ON CONCRETE STREET INTERSECTION
B. 2 SETS OF FILLETS AND VALLEY GUTTERS AT STREET APPROACHES (1 SET = 2 FILLETS AND 1 VALLEY GUTTER)
C. THERE WILL BE NO TESTING FOR CURB, RAMPS, AND SIDEWALKS.

10. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.

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 SHALL 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.

PAVING AND CONCRETE:

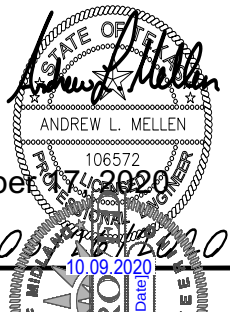
1. PRIOR TO PAVING ACTIVITIES, ALL EXISTING BASE COURSE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
2. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE PAVED AREA, OR THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
3. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
4. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
5. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
6. USE POLYPROPYLENE FIBER REINFORCING WHEN SPECIFIC AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
7. CONSTRUCT HMAC PAVEMENT TO LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
8. PRIOR TO PAVING ACTIVITIES, FURNISH AND APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES, IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS. FURNISH TYPE AND GRADE SHOWN ON PLANS. REGULATE AND APPLY MIXTURE TO ACHIEVE RATE SPECIFIED ON PLANS. IN ADDITION TO SURFACE OF UNDERLYING COURSE, APPLY PRIME COAT TO JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE HMAC PAVEMENT WILL ABUT CONCRETE (E..G., THIS LIPS OF CURBS). BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
9. FURNISH AND APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE HMAC PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLYING COURSE OF HMAC PAVEMENT, IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS. FURNISH TYPE-GRADE SHOW ON PLANS. REGULATE AND APPLY MIXTURE TO ACHIEVE RATE SPECIFIED ON PLANS. IN ADDITION TO SURFACE OF UNDERLYING COURSE, APPLY TACK COAT TO JOINTS, INCLUDING COLD JOINTS, WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE HMAC PAVEMENT WILL ABUT CONCRETE (E.G. THE LIPS OF CURBS). BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
10. LAY-DOWN OPERATIONS

10.A. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.

10.B. OFFSET JOINS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES(6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES(6") INTO EITHER LANE.

10.C. COMPACT PAVEMENT UNIFORMLY TO ACHIEVE BETWEEN 93% TO 98% IN-PLACE DENSITY WITH A TARGET DENSITY OF 95.0%.

10.D. CORE SAMPLES WILL NOT BE REQUIRED, UNLESS SPECIFICALLY REQUESTED BY ENGINEER. CORE SAMPLING AND TESTING WILL USUALLY BE REQUESTED WHEN PAVEMENT EXHIBITS IRREGULAR TEXTURE OR COLOR, EXCESSIVE VOIDS, MAT SLIPPAGE, OR OTHER NON CONFORMITIES.



Know what's below. Call before you dig.

Δ	REVISIONS	BY	APPR.	DATE
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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 6/08/2020
JOB: 180072

MIDLAND Engineering Services

GENERAL NOTES

ACKLEN DRIVE PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

02

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GENERAL NOTES

11. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
12. CONSTRUCT HYDRAULIC CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
13. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE 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.
14. PROVIDE CONCRETE WITH A SLUMP IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
15. 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.
16. 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.
17. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

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.
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.

PAVEMENT MARKING:

1. IF REQUIRED TO REMOVE EXISTING PAVEMENT MARKINGS AND MARKERS, CONTRACTOR IS TO REPAIR EXCESSIVE 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 DISPOSAL OF TEMPORARY MARKER TABS FROM THE PROJECT IN COORDINATION WITH THE PLACEMENT OF NEW MARKINGS.
4. NON-REMOVABLE WORK ZONE PAVEMENT MARKINGS WILL BE PAINT 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 I, FOR LONG-LINE MARKINGS, AND EITHER ITEM 666, TYPE I, OR 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:

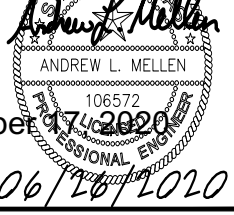
1. CONTRACTOR WILL INSTALL BMP'S IN ACCORDANCE WITH CONSTRUCTION DRAWINGS, CITY OF MIDLAND STANDARDS AND SPECIFICATIONS, AND PER INDUSTRY STANDARDS AND REGULATIONS INCLUDING THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP) INSTALLATION OF BMP'S IS TO OCCUR PRIOR 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 THE DISCHARGE WATER.
13. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE REMOVED FROM THE 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. THIS WORK IS SUBSIDIARY TO MOBILIZATION.



06/26/2020

PACKET 8.607 November 17, 2020

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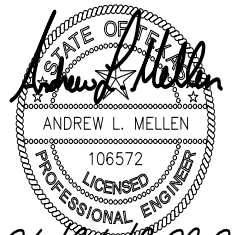
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GENERAL NOTES

ACKLEN DRIVE PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

03

SUMMARY OF REMOVAL ITEMS				
	CURB AND GUTTER REMOVAL	SIDEWALK / MISC CONC REMOVAL	SAWCUT	ASPHALT REMOVAL
UNIT	LF	SY	LF	SY
DEPTH	–	4–6" TYP.	2–4" TYP.	<2" TYP.
RATE	–	–	–	–
SHEET 05	114	93	134	161
TOTALS:	114	93	134	161



06/26/2020

SUMMARY OF CONSTRUCTION ITEMS										
	FLEX BASE	PRIME COAT (MC–30) or (AEP)	CONCRETE CURB & GUTTER TYPE A	CONCRETE SIDEWALK	HOTMIX TYPE D 2"	CONCRETE FILLET	VALLEY GUTTER	ALLEY DRIVEWAY	ADJUSTING MANHOLES	CURB RAMP
UNIT	SY	GAL	LF	SY	TON	SY	SY	SY	EA	SY
DEPTH	8"	–	–	4"	2"	6"	6"	6"	–	4"
RATE	–	0.20 GAL/SY	–	–	220 LBS/SY	–	–	–	–	–
SHEET 07	563	19	305	128	55.00	14	36	55	1	26
SHEET 08	563	19	305	128	55.00	14	36	0	0	26
TOTALS:	1,126	39	610	256	110.00	28	72	55	1	51
PACKET						8.608				

November 17, 2020

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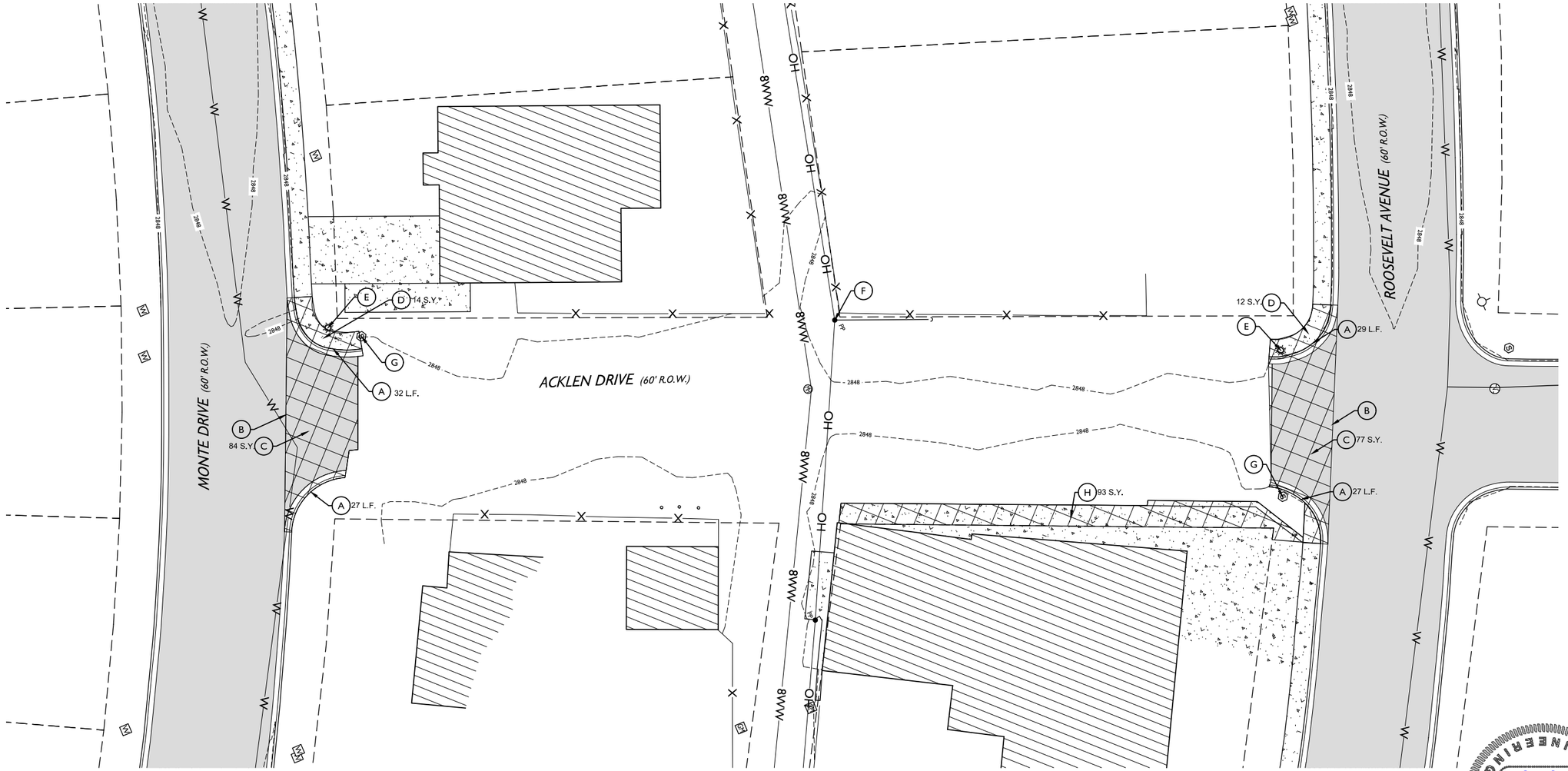
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QUANTITIES

ACKLEN DRIVE PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

RELEASED FOR CONSTRUCTION
10.09.2020



DEMOLITION NOTES:

A. DEMO EXISTING CURB AND GUTTER TO LIMITS OF CURB RADII.

B. SAWCUT ASPHALT PAVEMENT AS SHOWN.

C. REMOVE EXISTING ASPHALT PAVEMENT.

D. REMOVE EXISTING PEDESTRIAN RAMP AS SHOWN.

E. RELOCATION OF EXISTING LIGHT POLES BEING COORDINATED WITH ONCOR ELECTRIC.

F. RELOCATION OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC.

G. STREET SIGN TO BE RELOCATED BY CITY AS NEEDED.

H. REMOVE EXISTING SIDEWALK/CONCRETE PAVEMENT AS SHOWN.

0' 30' 60' 90'

SCALE 1" = 30'

ENGINEERING APPROVED [Date] CITY OF MIDLAND 10.09.2020

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

06/26/2020

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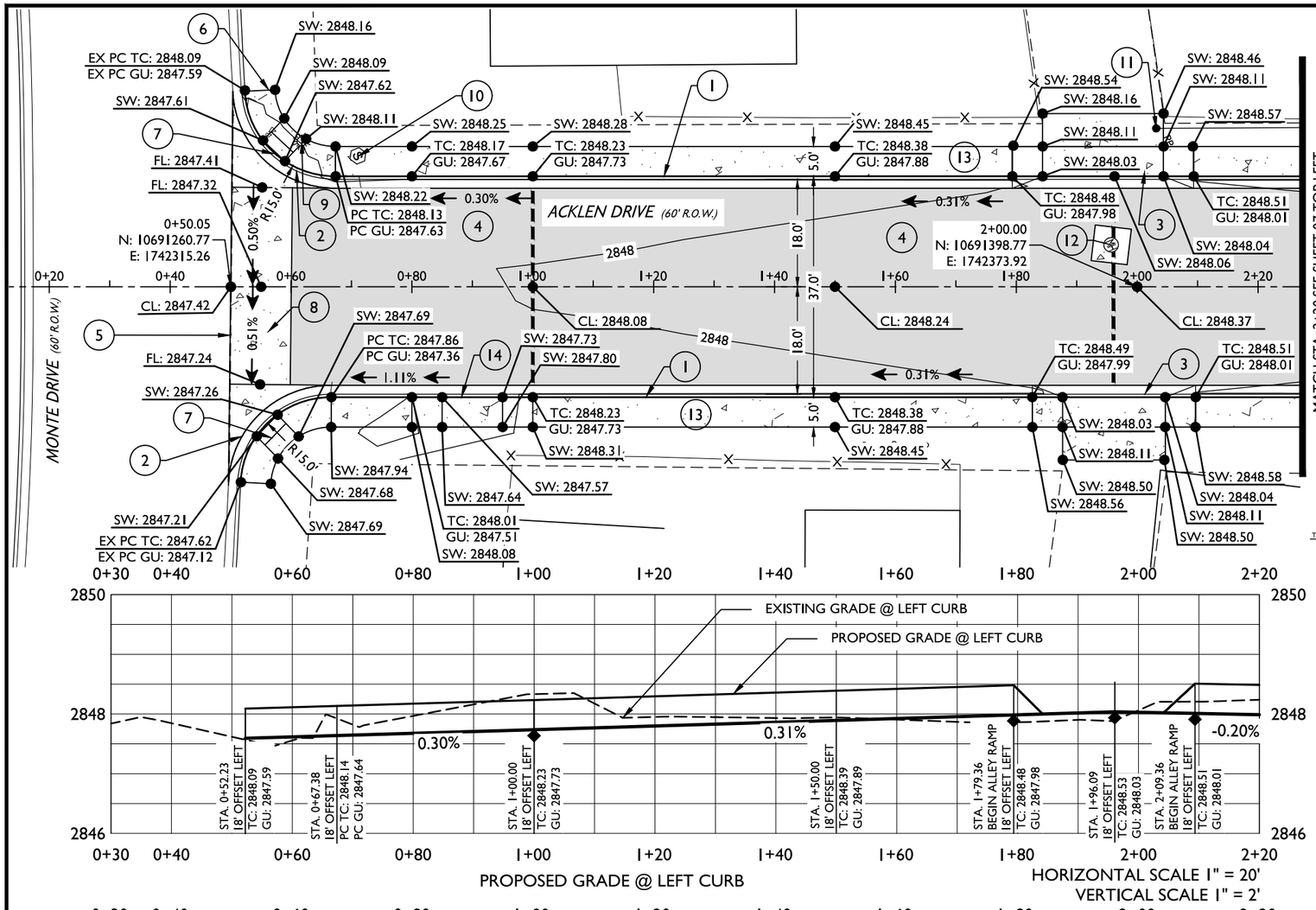
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EXISTING SITE TOPO AND DEMO PLAN
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05

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0' 20' 40'

SCALE 1" = 20'

LEGEND

◎	DENOTES FOUND MONUMENT AS NOTED
⌃	DENOTES EXISTING GUY ANCHOR
☼	DENOTES EXISTING LIGHT POLE
Ⓜ	DENOTES EXISTING MANHOLE
PP ●	DENOTES EXISTING POWER POLE
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
FG	DENOTES PROPOSED FINISH GRADE
HP	DENOTES PROPOSED HIGH POINT
LP	DENOTES PROPOSED LOW POINT
BCR	DENOTES BEGINNING OF CURVE RETURN
ECR	DENOTES ENDING OF CURVE RETURN
PC	DENOTES POINT OF CURVATURE
INT	DENOTES INTERSECTION GRADE
PT	DENOTES POINT OF TANGENCY

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.

PAVING NOTES:

TYP. ① CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER DETAIL 205 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET 9.

2. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET 12.
3. CONSTRUCT STANDARD ALLEY APPROACH PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 219(A) & 219(B), SEE SHEET 10.
4. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET 09.
5. CONTRACTOR TO SAWCUT AND REMOVE TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP.THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS.
6. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. SIDEWALK IS TO BE SAWCUT FULL DEPTH. PLACE NEW SIDEWALK UP TO CUT WITH EXPANSION JOINT MATERIAL PER SIDEWALK DETAIL.
7. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 226, SEE SHEET 09.
8. CONSTRUCT 10' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET 11.
9. EXISTING LIGHT POLE TO BE RELOCATED. CONTRACTOR TO COORDINATE.
10. EXISTING SIGN TO BE RELOCATED. CONTRACTOR TO COORDINATE.
11. EXISTING POWER POLE TO BE RELOCATED. CONTRACTOR TO COORDINATE.
12. EXISTING MANHOLE RIM TO BE ADJUSTED TO NEW FINISHED GRADE. CONTRACTOR TO INSTALL CONCRETE RING SURROUNDING ADJUSTED RIM.
13. CONSTRUCT STANDARD FIBERMESH REINFORCED SIDEWALK PER DETAIL 225 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C12.
14. CONSTRUCT STANDARD SINGLE FAMILY AND DUPLEX DRIVEWAY PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET 13.

ENGINEERING APPROVED CITY OF MIDLAND &[Date] 10.09.2020

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

06/26/2020

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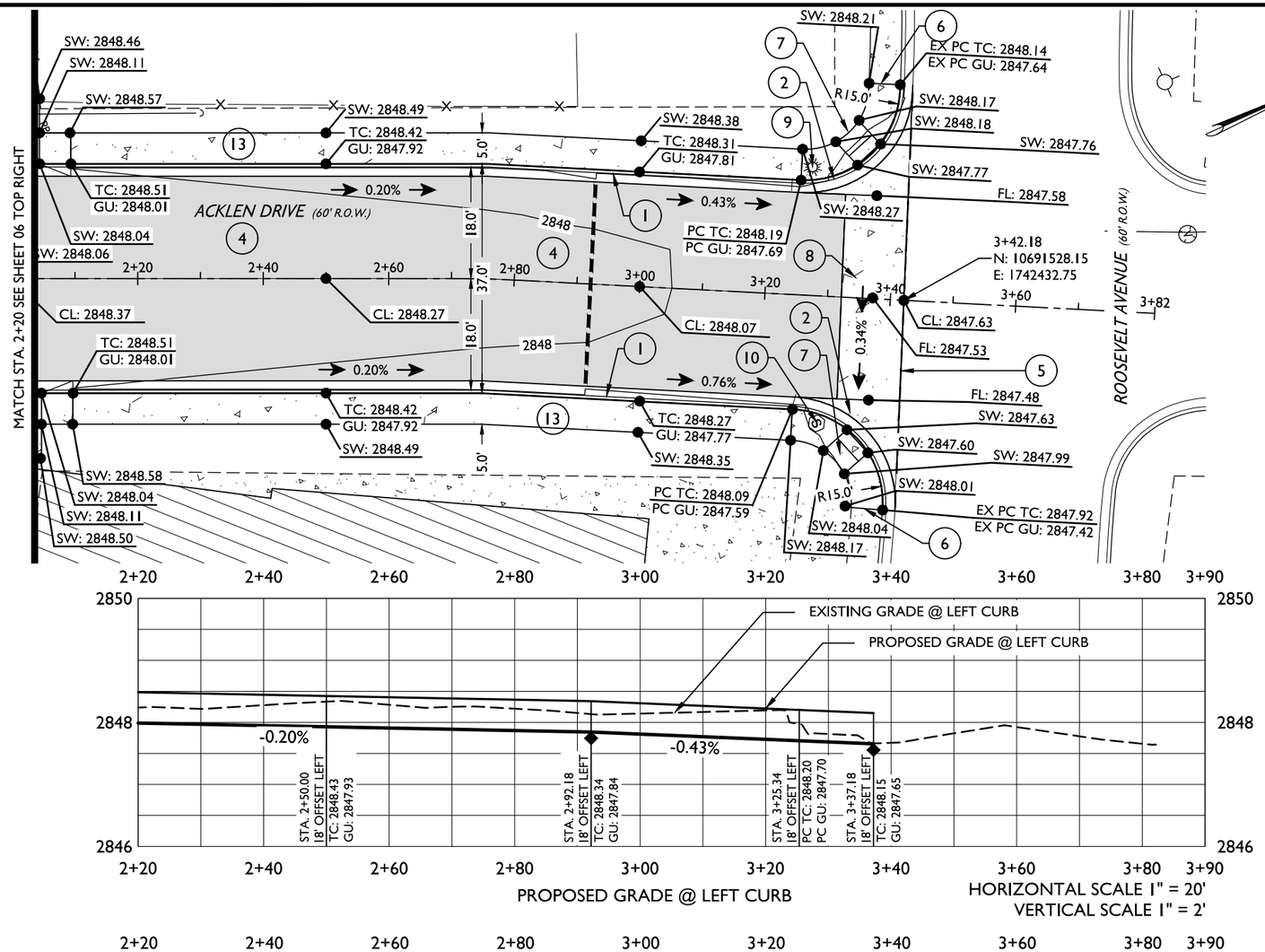
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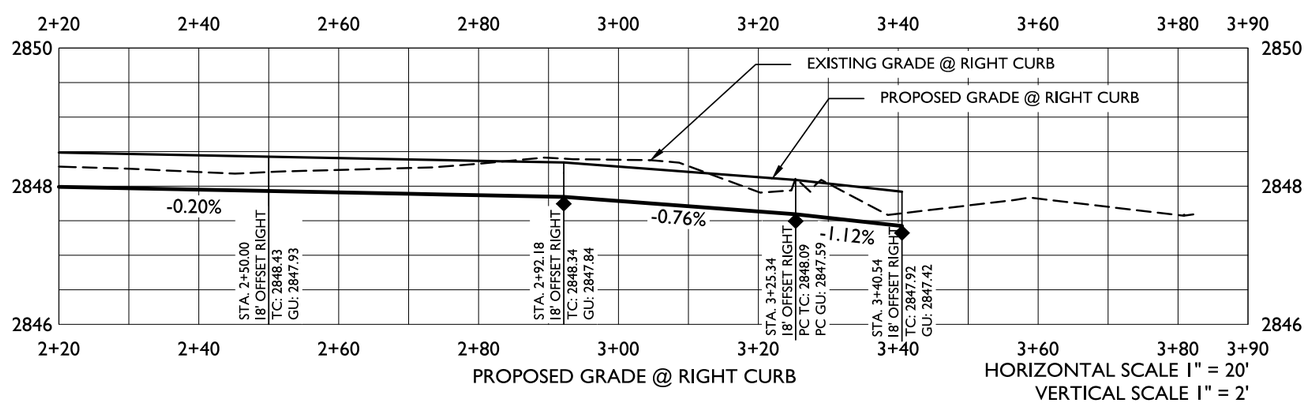
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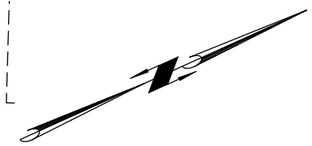
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0' 20' 40'

SCALE 1" = 20'

LEGEND

◎	DENOTES FOUND MONUMENT AS NOTED
	DENOTES EXISTING GUY ANCHOR
	DENOTES EXISTING LIGHT POLE
(M)	DENOTES EXISTING MANHOLE
PP	DENOTES EXISTING POWER POLE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
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ENGINEERING APPROVED [Date] CITY OF MIDLAND
10.09.2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
06/26/2020

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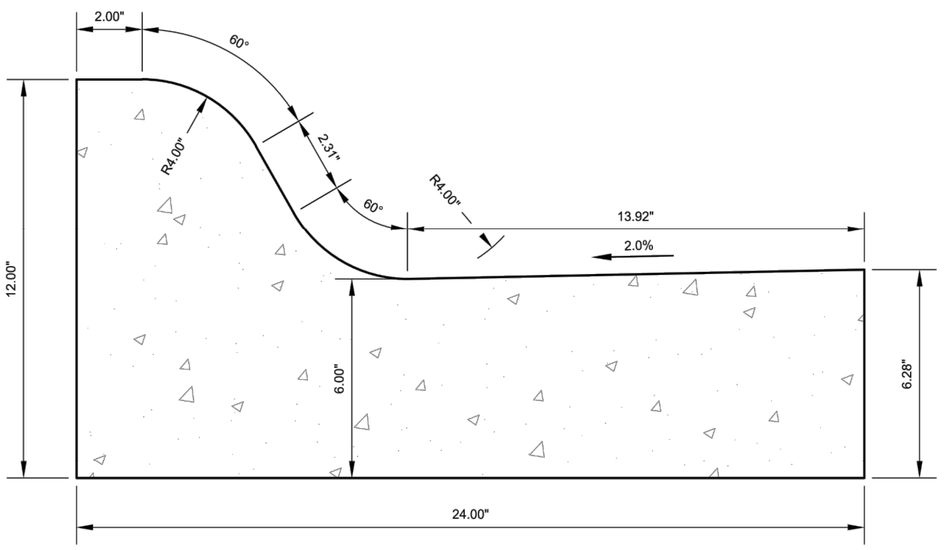
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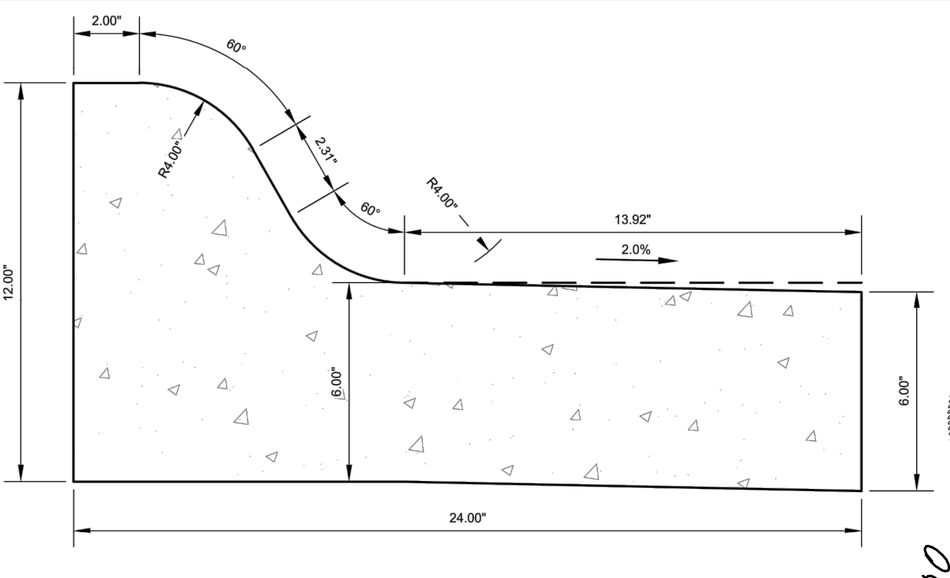
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NOTES:

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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 205
		TYPE A STANDARD CURB AND GUTTER		







NOTES:

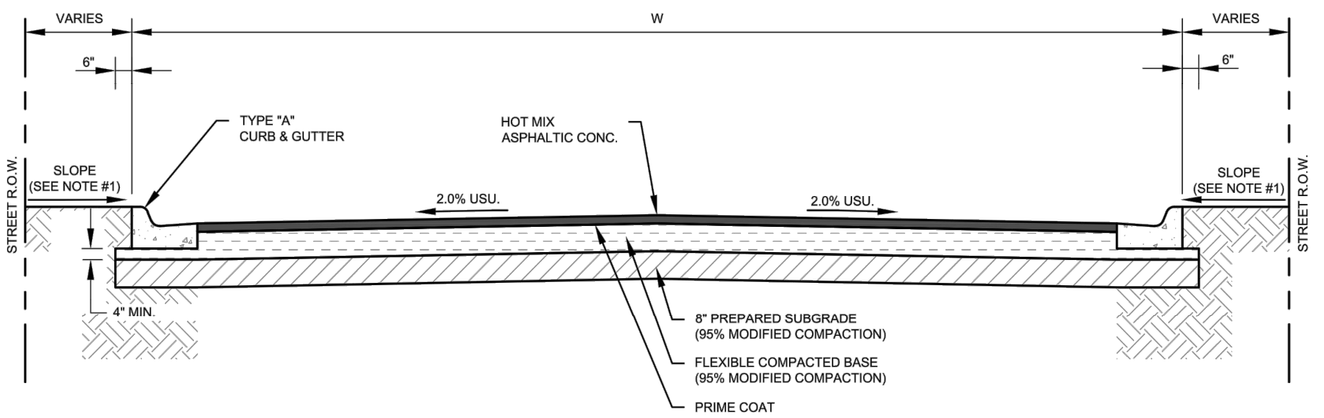
1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS 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: 207
		TYPE C INVERT CURB AND GUTTER		

80	PAVING DETAILS ACKLEN DRIVE PUBLIC IMPROVEMENTS MIDLAND, TEXAS	MIDLAND Engineering Services	DRAWN BY: CLB CHECKED BY: ALM APPROVED BY: ALM DATE: 6/08/2020 JOB: 180072	Δ	REVISIONS	BY	APPR. / DATE
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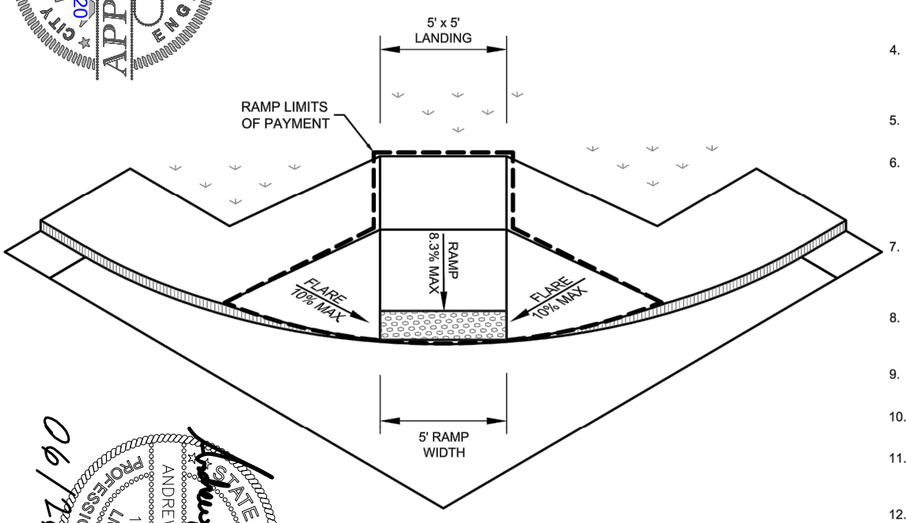
STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	TYPE "D" OVER TYPE "C"
77	2D & 3C	12	
79	2D & 3C	12	
113	2D & 3C	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.			
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.			

NOTES:

1. 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.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE 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:	DETAIL:
		STANDARD STREET CROWN CROSS SECTION		201

CITY OF MIDLAND APPROVED ENGINEERING 10.09.2020 &[Date]



TYPE 8
DIAGONAL CURB RAMP

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
06/22/2020

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.

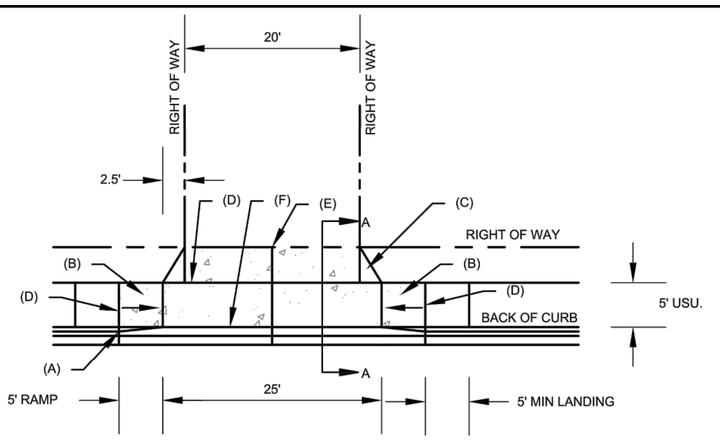
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		DIAGONAL CURB RAMP		226

9	PAVING DETAILS ACKLEN DRIVE PUBLIC IMPROVEMENTS MIDLAND, TEXAS	MIDLAND Engineering Services	DRAWN BY: CLB CHECKED BY: ALM APPROVED BY: ALM DATE: 6/08/2020 JOB: 180072	Δ	REVISIONS	BY	APPR.	DATE
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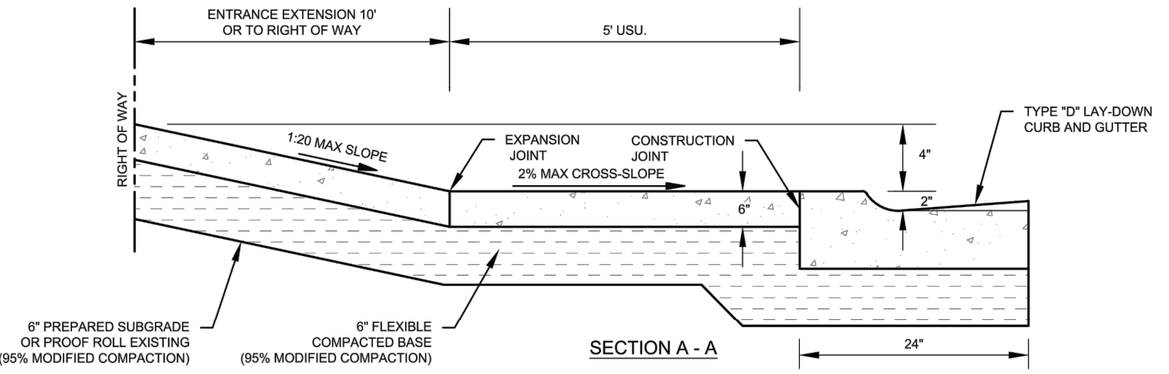
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November 17, 2020

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PLAN VIEW



SECTION A - A

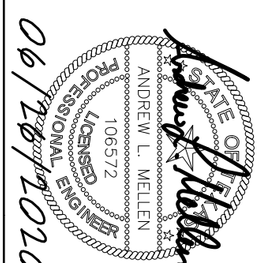
NOTES:

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: 219(A)
		STANDARD ALLEY APPROACH		

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.





MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 219(B)
		STANDARD ALLEY APPROACH		

10

PAVING DETAILS

ACKLEN DRIVE PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

MIDLAND Engineering Services

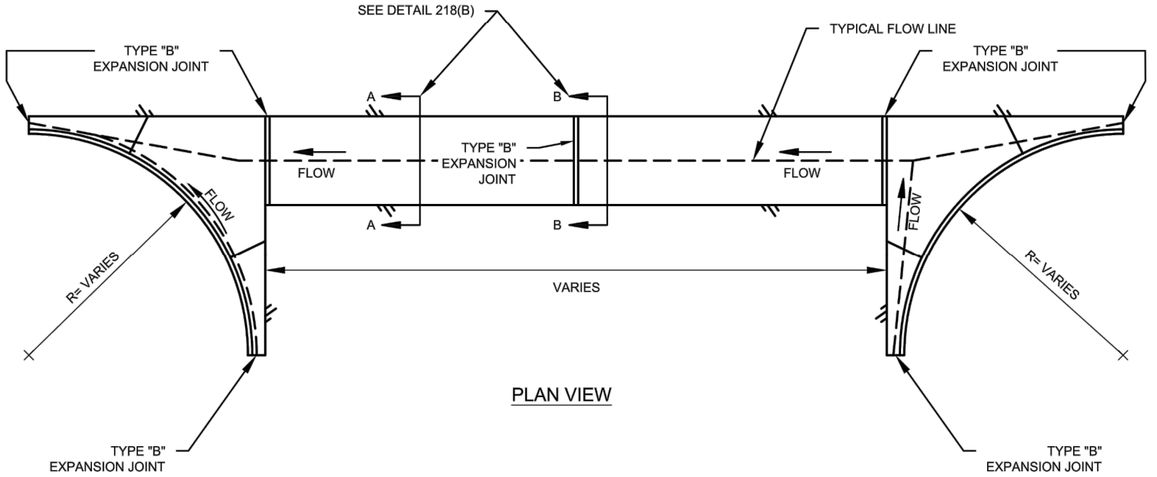
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JOB:	180072

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PLAN VIEW

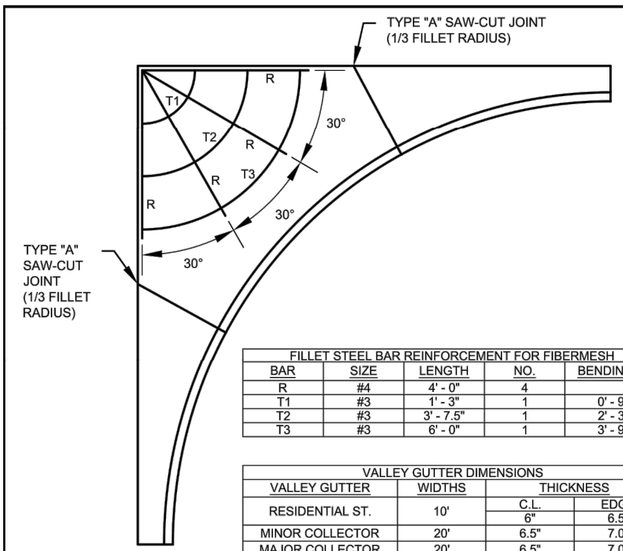
NOTES:

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.

CITY OF MIDLAND APPROVED ENGINEERING 10/09/2020 &[Date]

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/08/2020

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		FILLET AND VALLEY GUTTER	DETAIL: 218(A)

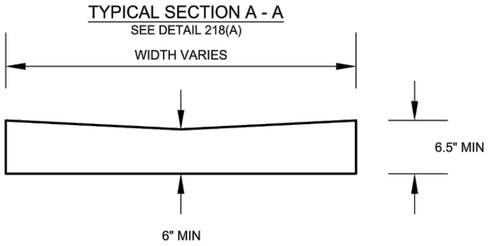


FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

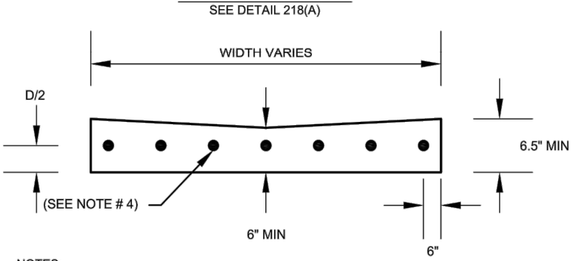
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB	FILLET AREAS (90°)			CURB LENGTH
RADIUS	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:

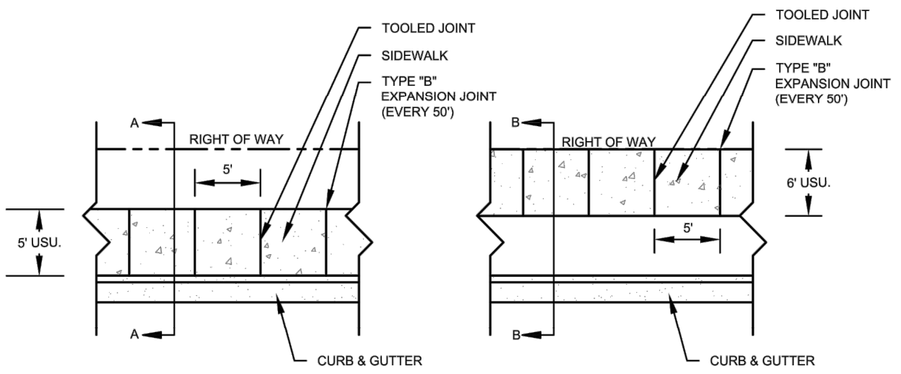
1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO 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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		FILLET AND VALLEY GUTTER	DETAIL: 218(B)

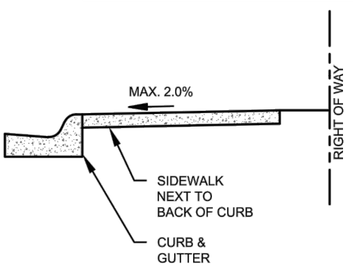
II	PAVING DETAILS ACKLEN DRIVE PUBLIC IMPROVEMENTS MIDLAND, TEXAS	MIDLAND Engineering Services	DRAWN BY: CLB CHECKED BY: ALM APPROVED BY: ALM DATE: 6/08/2020 JOB: 180072	Δ REVISIONS	BY / APPR. / DATE

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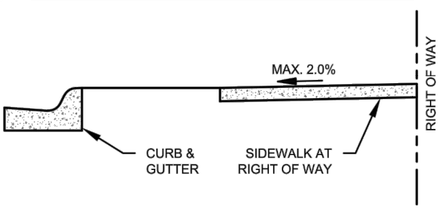


ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



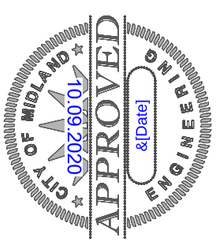
SECTION B - B

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		





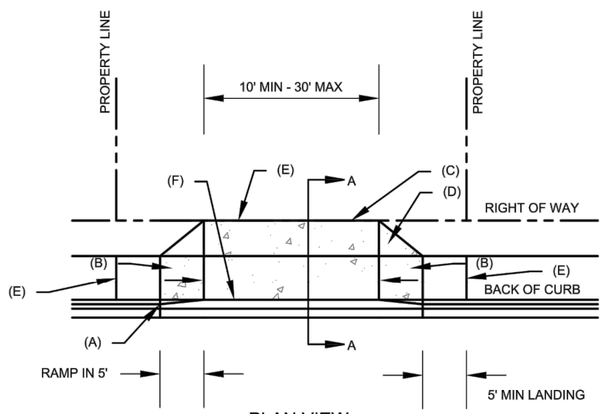
12	PAVING DETAILS ACKLEN DRIVE PUBLIC IMPROVEMENTS MIDLAND, TEXAS	MIDLAND Engineering Services	DRAWN BY: CLB CHECKED BY: ALM APPROVED BY: ALM DATE: 6/08/2020 JOB: 180072	Δ	REVISIONS	BY	APPR.	DATE
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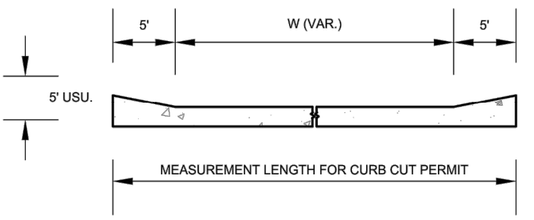
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NOTES:

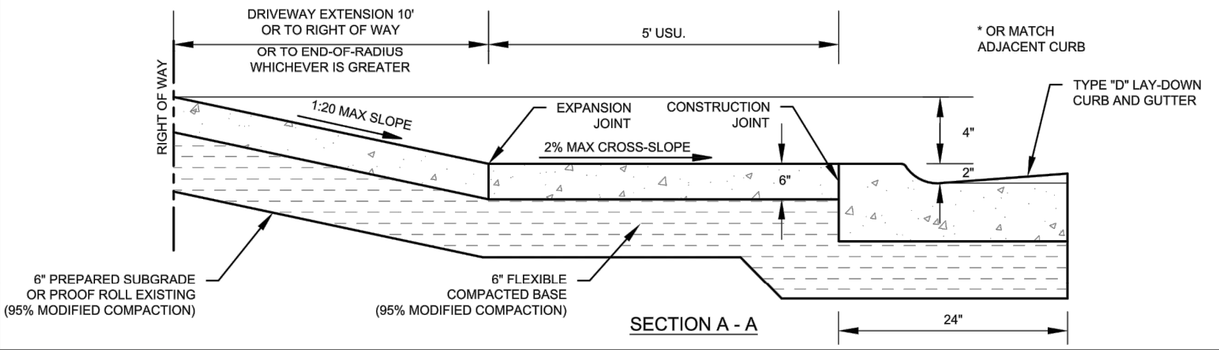
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



PLAN VIEW



SECTION THROUGH BACK OF CURB



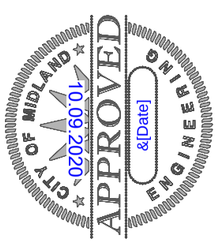
SECTION A - A

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)

13

PAVING DETAILS

ACKLEN DRIVE PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

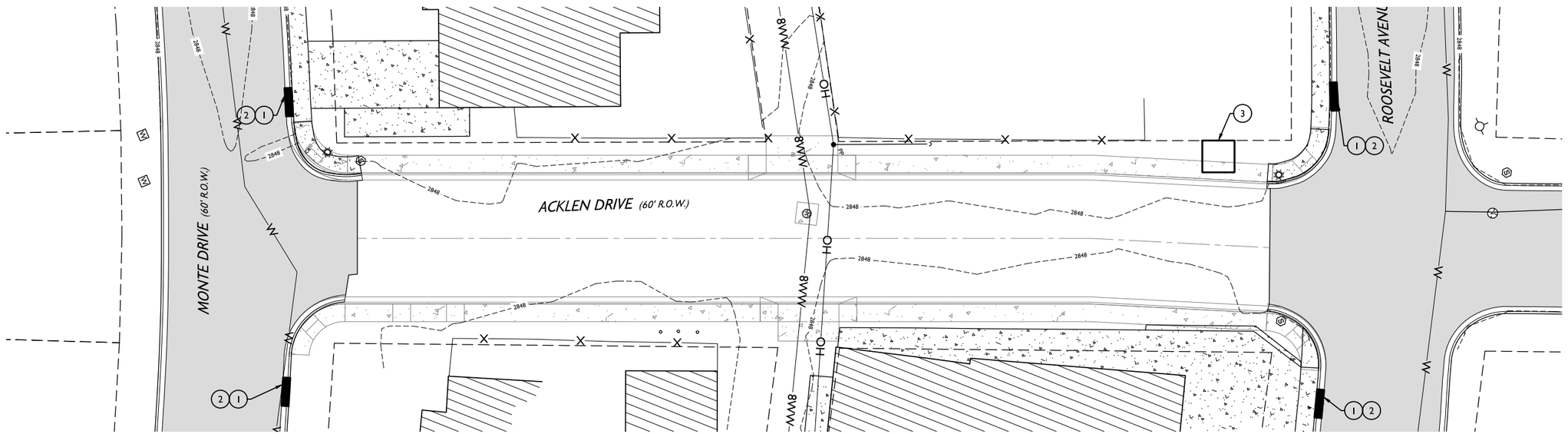
MIDLAND Engineering Services

DRAWN BY:	CLB
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	6/08/2020
JOB:	180072

Δ	REVISIONS	BY	APPR.	DATE
	.	.	.	.

Know what's below. Call before you dig. 811

PACKET
8.617
November 17, 2020



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.

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.

0' 30' 60' 90'

SCALE 1" = 30'

ENGINEERING APPROVED &[Date] CITY OF MIDLAND
10.09.2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
06/26/2020

Know what's below. Call before you dig.

Δ	REVISIONS	BY	APPR.	DATE

DRAWN BY: CLB
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 6/08/2020
JOB: 180072

MIDLAND Engineering Services

EROSION CONTROL PLAN

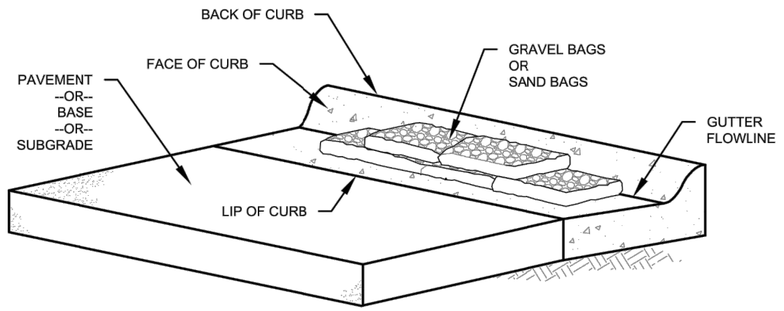
ACKLEN DRIVE PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

14

F:\2018\180072-CITY OF MIDLAND-THOMASON PAVING IMPROVEMENTS\ACKLEN\CIVIL CONSTRUCTION PLANS\180072 13 EROSION CONTROL PLAN.DWG

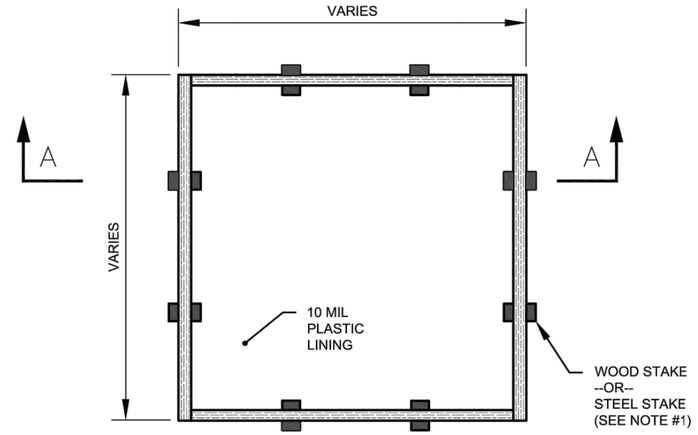
© COPYRIGHT 2018 ALL RIGHTS RESERVED



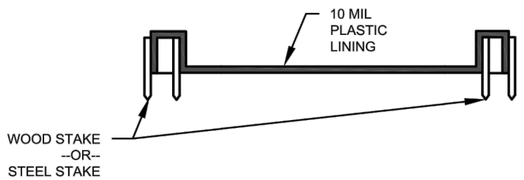
NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CURB GRAVEL OR SAND BAGS			712



ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CONCRETE WASHOUT OPTION 2			705

APPROVED
&[Date]
CITY OF MIDLAND ENGINEERING
10.09.2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
06/26/2020

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

EROSION CONTROL DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

15

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City Council Meeting

Item Number: 9

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP2700 PNEUMATIC TIRE ROLLER FROM BEE EQUIPMENT SALES, LTD AT A TOTAL COST OF $172,092.11 THROUGH BUYBOARD (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of one (1) Dynapac CP2700 Pneumatic Tire Roller from Bee Equipment Sales, LTD through Buyboard contract 597-19 for a cost of $172,092.11 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing is available in the Garage Fund

Discussion:

Staff recommends purchasing one (1) Dynapac CP2700 Pneumatic Tire Roller from Bee Equipment Sales, LTD through Buyboard 597-19. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This unit is a replacement for the Transportation Division. Please see the attached memos from Manuel Salinas, Garage Superintendent and Abe Langston, Transportation Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Dynapac CP2700 Pheumatic Tire Roller from Bee Equipment Sales, LTD of Lubbock, Texas through Buyboard contract 597-19 for a cost of $172,092.11.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board # 597-19 for the purchase of a Dynapac CP2700 Tire Roller

DATE: 10/28/20

Fleet services is requesting the purchase of (1) one Dynapac CP2700 Pheumatic Tire Roller. This new unit will be a replacement for an old unit that has gone beyond its serviceable use. Budgeted amount for FY2021 is $187.000 for (1) one Pheumatic Tire Roller. Purchasing price will be $ 172,092.11 for (1) one Dynapac CP2700 Tire Roller.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Superintendent

SUBJECT: Justification - Pneumatic Wheel Roller

DATE: November 4, 2020

CC: Gabe McClelland, Transportation Manager

The Transportation Division is requesting a large (25-ton minimum) pneumatic tire roller. The pneumatic tire roller is a self-propelled compaction device that uses pneumatic tires to compact the underlying hot mix asphalt (HMA). Pneumatic tire rollers employ a set of smooth (no tread) tires on each axle. The tires on the front axle are aligned with the gaps between tires on the rear axle to give complete and uniform compaction coverage over the width of the roller. In addition to a static compressive force, pneumatic tire rollers also develop a kneading action between the tires that tends to realign aggregate within the HMA. Pneumatic rollers provide a number of advantages over simply using steel wheel rollers:

1. They provide a more uniform degree of compaction than steel wheel rollers.
2. They provide a tighter, denser surface thus decreasing permeability of the layer.
3. They provide increased density that many times cannot be obtained with steel wheeled rollers.
4. They compact the mixture without causing checking (hairline surface cracks) and they help to remove any checking that is caused with steel wheeled rollers.

The Transportation Division also employs heavy pneumatic rollers to provide the necessary compaction in unpaved alleys during maintenance. They are ideal for this purpose because besides providing the vital compaction necessary in alleys their pneumatic tires allow them to be driven to various locations throughout the city. This is a large advantage because we tend to maintain several alleys in one area over the course of a day.



RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP2700 PNEUMATIC TIRE ROLLER FROM BEE EQUIPMENT SALES, LTD AT A TOTAL COST OF $172,092.11 THROUGH BUYBOARD

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

WHEREAS, Bee Equipment Sales, LTD submitted a total proposed cost to the City of $172,092.11 for the purchase of a Dynapac CP2700 Pneumatic Tire Roller through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Bee Equipment Sales, LTD through Buyboard for a Dynapac CP2700 Pneumatic Tire Roller to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Dynapac CP2700 Pneumatic Tire Roller from Bee Equipment Sales, LTD through Buyboard;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to purchase a Dynapac CP2700 Pneumatic Tire Roller from Bee Equipment Sales, LTD through Buyboard for a total cost of $172,092.11.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Bee Equipment Sales, LTD for said Dynapac CP2700 Pneumatic Tire Roller from funds available in the Garage Fund 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BEE EQUIPMENT SALES, LTD
LUBBOCK, TEXAS
806-745-1511

To: City of Midland
From: Bee Equipment Sales, ltd

THIS IS A QUOTE FOR THE PURCHASE OF ONE (1) NEW 2020 (or newer) DYNAPAC CP2700 25 TON CLASS PHEUMATIC TIRE ROLLER PURCHASED THROUGH BUYBOARD CONTRACT 597-19
THIS MACHINE WILL COME EQUIPPED WITH ALL STANDARD FEATURES

INCLUDING THEE FFOLLOWING OPTIONS
FULL BALLAST, ROPS

DESCRIPTION	LIST PRICE	22% MACHINE DISCOUNT	PRICE
ATLAS COPCO CP2700 PNUEMATIC ROLLER	$198,142.00	($43,591.24)	$154,550.76

9 WHEELS, CUMMINS QSB 4.5 TURBO DIESEL

OPTION PRICES

DESCRIPTION	LIST PRICE	22% OPTIONS DISCOUNT	PRICE
2 ballast	$26,000.00	($5,720.00)	$20,280.00

TOTAL LIST PRICE:	$224,142.00
TOTAL DISCOUNT THROUGH BUYBOARD 597-19 CONTRACT:	($49,311.24)
PRICE AFTER DISCOUNT:	$174,830.76
manufacturer discount:	($8,000.00)
Total:	$166,830.76
FREIGHT 3%:	$4,935.00
HRT:	$326.35

TOTAL PURCHASE PRICE THROUGH BUYBOARD CONTRACT **$172,092.11**
FOB Midland TX:

Thank you for this opportunity,
Robert Bean
Bee Equipment Sales, Ltd
806-789-7338

price being held through the beginning of December



806-745-1511
806-454-4532
rbean@beeequipmentsales.com

BEE EQUIPMENT SALES, LTD
LUBBOCK, TEXAS
806-745-1511

To: City of Midland
From: Bee Equipment Sales, ltd

THIS IS A QUOTE FOR THE PURCHASE OF ONE (1) NEW 2020 (or newer) DYNAPAC CP2700 25 TON CLASS PHEUMATIC TIRE ROLLER PURCHASED THROUGH BUYBOARD CONTRACT 597-19
THIS MACHINE WILL COME EQUIPPED WITH ALL STANDARD FEATURES

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OPTION PRICES

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FOB Midland TX:

Thank you for this opportunity,
Robert Bean
Bee Equipment Sales, Ltd
806-789-7338

price being held through the beginning of December



806-745-1511
806-454-4532
rbean@beeequipmentsales.com

Vendor Contract Information

Vendor Name	Bee Equipment Sales, Ltd.
Contact	Robert Bean
Phone Number	8067897338
Email	rbean@beeequipmentsales.com
Website	www.beeequipmentsales.com
Federal ID	81-0570850
Accepts RFQs	Yes
Address Line 1	2506 Slaton Rd
Vendor City	Lubbock
Vendor Zip	79452
Vendor State	TX
Vendor Country	USA
Delivery Days	10
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	New Mexico, Oklahoma, Texas
Contract Name	Construction, Road and Bridge, Ditching, Trenching, and Other Equipment
Contract #	597-19
Effectiv Date	2019-12-01
Expiration Date	2022-11-30
Quote Reference Number	4456
Return Policy	Based on manufacturers warranties.

City Council Meeting

Item Number: 10

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A 2021 AUTOCAR ACX64 WITH A HEIL 28-YARD DURAPACK PYTHON AUTOMATED SIDE-LOAD REFUSE BODY FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $317,222.00 (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of one (1) 2021 Autocar ACX64 with Heil 28 yard DuraPack Python automated side load refuse body from Chastang Enterprises, Inc. through Buyboard contract 601-19 for a cost of $317,222.00 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing is available in the Garage Fund

Discussion:

Staff recommends purchasing one (1) 2021 Autocar ACX64 with Heil 28 yard DuraPack Python automated side load refuse body from Chastang Enterprises, Inc. through Buyboard contract 601-19. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This unit is a replacement for the Solid Waste Department. Please see the attached memos from Manuel Salinas, Garage Superintendent and Jeffery Ahrlett, Solid Waste Director, for additional information. Therefore, please consider a resolution approving the purchase of one (1) 2021

Autocar ACX64 with Heil 28 yard DuraPack Python automated side load refuse body from Chastang Enterprises, Inc. of Houston, Texas through Buyboard contract 601-19 for a cost of $317,222.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board # 601-19 for a C&C w/Refuse Automated Body

DATE: 11/04/20

Fleet Services is requesting the purchase of (1) one cab and chassis cab over truck with an automated refuse body. This unit will be a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for (1) one C&C w/refuse auto body for FY2021 is $307,000. The purchasing amount for (1) one C&C w/refuse auto body is $317,222.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

INTEROFFICE MEMORANDUM

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

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Automated Cart Truck Replacement**

DATE: **November 4, 2020**

I am requesting the approval of a new cab and chassis to be utilized for an Automated Cart Collection Vehicle that will replace an existing worn out truck. Solid Waste will utilize this vehicle for curbside cart collection. All new subdivisions are utilizing curbside cart collection for solid waste collection, and these subdivisions have grown substantially and continue to grow increasing the need for functional automated cart collection vehicles.

This is a scheduled budgeted replacement. I am requesting the approval of the Automated Cart Truck replacement.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A 2021 AUTOCAR ACX64 WITH A HEIL 28-YARD DURAPACK PYTHON AUTOMATED SIDE-LOAD REFUSE BODY FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $317,222.00

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, Chastang Enterprises, Inc., has submitted a total proposed cost to the City of $317,222.00 for the purchase of a 2021 Autocar ACX64 with a Heil 28-yard DuraPack Python automated side-load refuse body through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Chastang Enterprises, Inc., for a 2021 Autocar ACX64 with a Heil 28-yard DuraPack Python automated side-load refuse body to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a 2021 Autocar ACX64 with a Heil 28-yard DuraPack Python automated side-load refuse body from Chastang Enterprises, Inc., through Buyboard;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to purchase a 2021 Autocar ACX64 with a Heil 28-yard DuraPack Python automated side-load refuse body through Buyboard at a total cost of $317,222.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Chastang Enterprises, Inc., for a 2021 Autocar ACX64 with a Heil 28-yard DuraPack Python automated side-load refuse body from funds available in the Garage Fund 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Midland	QUOTE DATE:	10/29/2020
CONTACT	Manuel Eloy Salinas	QUOTED BY:	Carl Norberg
PHONE:	432-685-7451	PHONE:	713-678-5060 512-557-7453
EMAIL:	msalinas@midlandtexas.gov	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2021 Autocar ACX64 with Heil 28yd DuraPack Python Automated Side Load Refuse Body

CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescope Steering Column
Cummins L9 350HP

STANDARD EQUIPMENT
Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT
Right Hand Drive Cab
Autocar Diagnostic Display
46,000 Rear Axle
46,000 Rear Suspension
Cummins 500K Comm System
Trans PTO Prep
Allison Transmission Retarder
16" Two Stage Air Cleaner
Pneumatic Cab Lift Assist
Sears Air Ride Driver's Seat
LH Vertical Exhaust
Roof-Mounted A/C Condensor
RP170 Refuse Connectors
Rear Shock Absorbers
Landfill-use Suspension
Dual Evaporator A/C

OPTIONAL EQUIPMENT	
Auto Neutral Trans and programming	
Autocar Diagnostic Display	
Heil Wrench Spec Chassis	
Double Frame	
Air Ride Driver's Seat	
Heated, Moto Mirrors	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Engine Oil Pan Guard	
Dual Fire Extinguishers	
5 Year/150k Mile Cummins ISL Warranty	
5 Year Transmission Warranty	
CHASSIS OPTIONS	113502
OPTION DISCOUNT (-3.2%)	-3633
CHASSIS TOTAL	168917

BODY EQUIPMENT

BODY VENDOR:	Heil of Texas	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	147905
BODY MFG:	Heil	MODEL:	DuraPack Python	TYPE:	ASL	CAPACITY:	28 Yard

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	147905

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 250 Days

UNIT PRICE	316822
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	317222

Exhibit A

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

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Landfill-use Suspension
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ESTIMATED DELIVERY	Approx. 250 Days

UNIT PRICE	316822
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	317222

Vendor Contract Information

Vendor Name	Chastang Enterprises, Inc.
Contact	Ed Miller
Phone Number	7136785007
Email	emiller@chastangford.com
Website	www.chastangford.com
Federal ID	81-4789687
Accepts RFQs	Yes
Address Line 1	6200 North Loop East
Vendor City	Houston
Vendor Zip	77026
Vendor State	TX
Vendor Country	USA
Delivery Days	10
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	Yes
Women Owned	No
Certificate Number	1760423419900
Certifying Agency	State of Texas / Texas Comptroller of Public Accounts
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	Yes
Regions Served	1, 1, 2, 2, 3, 3, 4, 4, 5, 5, 6, 6, 7, 7, 8, 8, 9, 9, 10, 10, 11, 11, 12, 12, 13, 13, 14, 14, 15, 15, 16, 16, 17, 17, 18, 18, 19, 19, 20, 20
States Served	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract #	601-19
Effectiv Date	2019-12-01
Expiration Date	2022-11-30

Vendor Contract Information

Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	BB082919
Return Policy	No returns
Additional Dealers	Chastang Chrysler Dodge Jeep Ram, Angleton, TX

City Council Meeting

Item Number: 11

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT TO DEE SKY SERVICES FOR MOWING SERVICES AT THE LANDFILL FOR A NOT TO EXCEED AMOUNT OF $200,000.00 PER YEAR (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for mowing services at the Landfill for the Solid Waste Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Sanitation Fund

Discussion:

The City Manager approved the issuance of the request for bids and authorized advertisement for bids for mowing services at the Landfill. The City's landfill occupies an area of approximately 125 acres and requires frequent litter pickup and mowing. Fifteen (15) bid requests were issued and we received four (4) bids. Staff recommends awarding a contract to Dee Sky Services. Please see the attached memo from Jeffery Ahrlett, Solid Waste Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a contract for mowing services at the Landfill to Dee Sky Services of Midland, Texas for a not to exceed amount of $200,000.00 per year.

Morris Williams Jr.

City Manager's Office

MIDLAND
Solid Waste

INTEROFFICE MEMORANDUM

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

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Mowing and Miscellaneous Services for Landfill**

DATE: **November 5, 2020**

I am requesting the approval of a contract with Dee Sky Services for the mowing and miscellaneous services to be utilized at the Landfill. These services are necessary for the Landfill to maintain compliance with the TCEQ. The Landfill is required to maintain the amount of litter accumulated on and around the Landfill property as well as maintaining the amount of vegetation in drainage channels and monitoring zones.

These services are included in the budget. I am requesting the approval of the contract with Dee Sky Services.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO DEE SKY SERVICES FOR MOWING SERVICES AT THE LANDFILL FOR A NOT TO EXCEED AMOUNT OF $200,000.00 PER YEAR

WHEREAS, the City Manager approved the issuance of the request for bids and authorized advertisement for bids for mowing services at the Landfill; and

WHEREAS, Bid No. 21000588 opened on November 4, 2020, with the lowest and most responsible bid being submitted by Dee Sky Services as shown on the bid documents attached hereto as Exhibit "A: and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Dee Sky Services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Dee Sky Services for mowing services at the Landfill;

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

SECTION ONE. That the Interim 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 Dee Sky Services for mowing services at the Landfill for an amount not to exceed $200,000.00 per year. 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 City Manager and City Secretary are hereby authorized to execute and attest respectively, on behalf of the City of Midland, any renewals authorized by said contract.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Dee Sky Services pursuant to the terms of said contract from funds available in the Sanitation 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 21000588 Mowing at the City of Midland Landfill **OPENED** November 4, 2020			Hollant Right of Way, LLC 2028 Ben White Blvd, Suite #240-2012 Austin, TX 78741 512-643-8263 info@holland-row.com	Dee Sky Services 1606 N K St Midland , TX 79701 432-296-2998 deedeevaughns@yahoo.com	Most Wanted Waste Disposal 1300 Lynn Ave Midland, TX 79705 432-260-1804 brandonbradley89@yahoo.com	Torres Truckig LLC 4901 Private Road 1305 Lubbock, TX 79407 970-739-1923 torrestruckingllc@gmail.com
ITEM		DESCRIPTION		COST	COST	Cost
1		Cost per hour to mow:				
		a. A vacant lot (no structures)	$75.00	$60.00	$70.00	$247.00
		b.A lot with one or more structrures and/or trees	$80.00	$75.00	$75.00	$310.00
		c. Areas that cannot be accessed with a tractor under "a" and "b" above and requires use of lawn mowers (non-Tractor mowing)	$85.00	$75.00	$80.00	$201.00
2		Litter Pickup	$40.00	$15.00	$16.00	$196.00
		(per hour/per person)				
3		Cost per single tree, to cut into lenths of six feet or less and removed from property. Applies to any dead tree laying over entirely or partially on the ground	$400.00	$300.00	$330.00	$235.00
		(per dead tree as described)				
4		Special flat rate charge for other special assignments as they arise, not including any debtis charge per bid above	$50.00	$150.00	$65.00	$232.00
		(per Hour)				
5		Tires: When tires are found on the assigned properties, they may be taken to Bill Williams Tire Center on Rankin Hwy. There is a charge for each tire. These charges should be included in your invoice along with a copy of the receipts for the tires. A list of the properties that had tires removed with a count of tires per property shall be includd.				
		TOTALS:				

Bidding Summary:

15 **Bid requests were issued.**

4 **Bids listed above**

0 **NO BIDS were received.**

11 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 21000588 Mowing at the City of Midland Landfill **OPENED** November 4, 2020			Hollant Right of Way, LLC 2028 Ben White Blvd, Suite #240-2012 Austin, TX 78741 512-643-8263 info@holland-row.com	Dee Sky Services 1606 N K St Midland , TX 79701 432-296-2998 deedeevaughns@yahoo.com	Most Wanted Waste Disposal 1300 Lynn Ave Midland, TX 79705 432-260-1804 brandonbradley89@yahoo.com	Torres Truckig LLC 4901 Private Road 1305 Lubbock, TX 79407 970-739-1923 torrestruckingllc@gmail.com
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CITY OF MIDLAND
SERVICE CONTRACT
#21000588

THIS CONTRACT, effective this 18 day of November , 2020 , by and between the City of Midland, hereinafter referred to as the "CITY" and Dee Dee Miller dba Dee-Sky Services, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 200,000.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

4.1. 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, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

4.2. 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.

4.3. 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.

4.4. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

5. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

6. The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four(4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

7. Prices for the extension of the Contract described in Paragraph 6.1 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such

damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

9. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

10. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

11. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Dee-Sky Services
	1606 N K St
	Midland, TX 79701

The above addresses may be changed at any time by providing written notice to the other party.

12. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in

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

13. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

14. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

15. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

16. **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.

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

18. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR**

BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

19. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the CITY Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that

COMPANY's notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

22. 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.

23. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this 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. 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.

24. 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.

25. 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.

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

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. INSURANCE

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

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

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

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

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

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more

certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and 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.

33. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Contract and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

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

_____
Notary Public, State of Texas

CITY OF MIDLAND

PURCHASING DIVISION DATE: 10/14/2020

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 21000588**

OPENING TIME: 2:00 PM **CLOSING DATE: 11/4/2020**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M .on 11/4/2020 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
City Landfill, 7901 E. Hwy. 158,

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	1	Mowing at the City of Midland Landfill in accordance with the attached detail sheet and contract.	350,000	350,000
				TOTAL	

NOTICE TO BIDDERS:
1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) UNLESS THE CITY STATES THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS WITHIN 21 DAYS OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.
THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Due SKY Services
ADDRESS 1606 N K st
CITY Midland ST TX ZIP 79701
PHONE NO (432) 296-2998 FAX NO. _____
EMAIL: deedeevaughns@yahoo.com

CASH DISCOUNT: _____ % _____ DAYS
DELIVERY CAN BE MADE _____
AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

Vendor Name: _____

THE CITY OF MIDLAND

DETAIL SHEET

FOR

21000588

Mowing, Liter Pickup and Misc. Services

ITEM	DESCRIPTION	COST
1	Cost per hour to mow:	
	a. A vacant lot (no structures)	$ 60.00 /per hour
	b. A lot with one or more structures and/or trees	$ 75.00 /per hour
	c. Areas that cannot be accessed with a tractor under "a" and "b" above and requires use of lawn mowers (Non-Tractor mowing)	$ 75.00 /per hour
2	Litter pickup	$ 15.00 /per hour (per person)
3	**Cost per single tree,** to cut into lengths of six feet or less and removed from property. Applies to any dead tree laying over entirely or partially on the ground.	$ 300.00 /per dead tree as described
4	**Special flat rate charge** for other special assignments as they arise, not including any debris charge per bid above.	$ 150.00 /per hour
5	**Tires:** When tires are found on the assigned properties, they may be taken to Bill Williams Tire Center on Rankin Hwy. There is a charge for each tire. These charges should be included with your invoice along with a copy of the receipts for the tires. A list of the properties that had tires removed with a count of tires per property shall be included.	

AWARD:

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

VENDOR CONTACT:

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152
Midland, TX 79702 OR EMAIL purchasing@midlandtexas.gov

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

BID WAIVERS:

A. 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).

WAIVER OF ATTORNEY FEES:

B. BY SUBMITTING THIS 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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

C. 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, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred 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 Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner 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, 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 Owner has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

By submitting a bid, the bidder acknowledges that the bidder understands all 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 the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Dee-Sky Services	10-25-2020
Company Name	Date
DeeDee M. Vaughns-Miller	(432) 296-2998
Authorized Signature	Phone
DeeDee Vaughns Miller	
Print Above Name	Fax
deedeevaughns@yahoo.com	
E-mail Address	

CITY OF MIDLAND
SERVICE CONTRACT
#21000588

THIS CONTRACT, effective this __ day of ___, 202___, by and between the City of Midland, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $_____

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

4.1. **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, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

4.2. 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.

4.3. 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.

4.4. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

5. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

6. The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four(4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

7. Prices for the extension of the Contract described in Paragraph 6.1 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of

race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

9. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

10. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

11. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

The above addresses may be changed at any time by providing written notice to the other party.

12. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of

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

13. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

14. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

15. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

16. **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.

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

18. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY**

WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

19. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the CITY Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

22. 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.

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

creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this 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. 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.

24. **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.

25. **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.

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

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. INSURANCE

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

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets

or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and 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.

33. Conflict of Terms. If a conflict of terms or language exists between (i) any of the provisions of this Contract and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: Dee-Sky Services

Name: Dee Dee Miller

Title: Owner

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

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

_____
Notary Public, State of Texas

MIDLAND
Purchasing Division

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

Mailing Address:

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

OR

Physical Address:

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

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT 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.**

Dee-Sky Services

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

PACKET 11680 November 17, 2020

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.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted through the City of Midland's Vendor Self Service on forms and in format provided.

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

This form is available in a Word Form fill in document. If desired please contact the Purchasing office for a copy by e-mail

No-Bid
Response
For
Request #: 21000588

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

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

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

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

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

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

MIDLAND

CITY OF MIDLAND

ADDENDUM

BID 21000588

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 16, 2020

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 the mowing on this contract be performed only at the landfill?

A1: The majority of the services will be performed at the Landfill at 7901 E. Garden City Hwy., however services may be utilized elsewhere as needed.

Q2: Are there estimates on the amount of hours there will be per line item?

A2: We do not have estimates as these are as needed services.

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

All other terms and conditions shall remain the same.

Dee-Sky Services
Company Name

DeeDee M. Vaughns Miller
Bidder Authorized Signature

10-25-2020
Date

DeeDee Vaughns Miller
Please Print Above Name

(432)296-2998
Phone

CITY OF MIDLAND

ADDENDUM

BID # 21000588

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: October 22, 2020

Please see the attached document.

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

All other terms and conditions shall remain the same.

Dee-Sky Services
Company Name

DeeDee M. Vaughns Miller
Bidder Authorized Signature

10-25-2020
Date

DeeDee M. Vaughns Miller
Please Print Above Name

(432) 296-7998
Phone

MIDLAND
Purchasing Division

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

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

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

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

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

%%SequenceNumber F 20065Y3TXCCNCMV4004312-0400000

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
1999 DODG RAM PU1500
3B7HF12Y0XG194223

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date
04/01/2020
Expiration Date
04/01/2021

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
1999 DODG RAM PU1500
3B7HF12Y0XG194223

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date:
04/01/2020
Expiration Date:
04/01/2021

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD NI139 (08/16)

PACKET 11.694 November 17, 2020

%%SequenceNumber F 20065933TXCCNCMV4004312-0400000

Texas Liability Insurance Card

Keep this card.

IMPORTANT: You must show this card or a copy of your insurance policy when you apply for or renew your:

- Motor vehicle registration
- Driver's license
- Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.
All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to $1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of $15 per day).
IMPORTANTE: Si usted desea una tarjeta official de comprobante de seguro escrita en español, comuníquese con su agente de seguros a este numero (800) 234-3606.

**IF YOU ARE INVOLVED IN AN ACCIDENT,
WE RECOMMEND THAT YOU:**

- Call the police.
- Obtain the names and phone numbers of witnesses.
- Exchange insurance information and phone numbers with the other parties involved in the accident.
- Do not admit fault or disclose you policy's coverage limits.
- As soon as possible, report the accident on our website at **kemper speci al t y. com** , call your agent or call our Loss Report Unit at (888) 253-7834, 24 hours a day, seven days a week.

Texas Liability Insurance Card

Keep this card.

IMPORTANT: You must show this card or a copy of your insurance policy when you apply for or renew your:

- Motor vehicle registration
- Driver's license
- Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.
All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to $1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of $15 per day).
IMPORTANTE: Si usted desea una tarjeta official de comprobante de seguro escrita en español, comuníquese con su agente de seguros a este numero (800) 234-3606.

**IF YOU ARE INVOLVED IN AN ACCIDENT,
WE RECOMMEND THAT YOU:**

- Call the police.
- Obtain the names and phone numbers of witnesses.
- Exchange insurance information and phone numbers with the other parties involved in the accident.
- Do not admit fault or disclose you policy's coverage limits.
- As soon as possible, report the accident on our website at **kemper speci al t y. com** , call your agent or call our Loss Report Unit at (888) 253-7834, 24 hours a day, seven days a week.

PACKET 11.695 November 17, 2020

%%SequenceNumber F 20065?3TXCCNCMV4004312-0400000

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
2000 FORD F150 SUPER
1FTRX18L3YNB22003

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date
04/01/2020
Expiration Date
04/01/2021

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
2000 FORD F150 SUPER
1FTRX18L3YNB22003

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date:
04/01/2020
Expiration Date:
04/01/2021

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD NI139 (08/16)

PACKET 11.696 November 17, 2020

%%SequenceNumber F 2006593TXCCNCMV4004312-0400000

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date
04/01/2020
Expiration Date
04/01/2021

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
1998 FORD F150 SUPER
1FTZX17W8WKB63544

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured
EDWARD MILLER
DEE SKY SERVICES
1606 N K ST
MIDLAND TX 79701-4040

Agent & Phone Number
AUTOPARTNERS
512-502-5248

Policy Number
CCNCMV4004312-04

Effective Date:
04/01/2020
Expiration Date:
04/01/2021

Insurance Company & Toll-Free Number
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 234-3606 (Claims and Customer Service)

Covered Vehicles (Year , Make & Model, VIN)
1998 FORD F150 SUPER
1FTZX17W8WKB63544

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

NI 139 (08 16) KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD NI139 (08/16)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2020

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

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

PRODUCER	CONTACT NAME:	
David Corrales(3575398) 1100 E Estes Ave Midland TX 79701-2818	PHONE (A/C, NO, EXT): 432-683-7559	FAX (A/C, NO): 432-684-8121
	E-MAIL ADDRESS: dcorrales@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DEE DEE Miller DBA: Dee Sky Services 1606 N K ST MIDLAND TX 79701	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Texas Mutual Insurance Co	21652
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC [ ] OTHER:	Y	Y	606271762	03/31/2020	03/31/2021	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001303930	04/01/2020	04/01/2021	[X] PER STATUTE [ ] OTHER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1606 N K ST, MIDLAND, TX 79701

CERTIFICATE HOLDER	CANCELLATION
CITY OF MIDLAND PO BOX 1152 MIDLAND TX 79702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Corrales

ACORD 25 (2016/03)
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31-1769 11-15
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City Council Meeting

Item Number: 12

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF IRRIGATION PIVOTS AT SPRABERRY FARM FOR THE UTILITIES DEPARTMENT TO THE SOLE BIDDER, LAMESA IRRIGATION COMPANY FOR A TOTAL COST NOT TO EXCEED $189,698.81 (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the purchase and installation of irrigation pivots at Spraberry Farm to the sole bidder, Lamesa Irrigation Company.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water & Sewer Fund

Discussion:

The City Manager approved the specifications and authorized advertisement for bids for installation of irrigation pivots at Spraberry Farm. Fifteen (15) bid requests were issued. We received a sole bid from Lamesa Irrigation Company. For the past nine (9) years, Lamesa Irrigation Company has either been the low bidder or sole bidder for these pivot irrigation systems. Please see the attached memo from Bennie Jordan, Superintendent, for further information.

Therefore, please consider a resolution authorizing the execution of a contract for the purchase and installation of irrigation pivots at Spraberry Farm to the sole bidder, Lamesa Irrigation Company of Lamesa, Texas for $189,698.81.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF IRRIGATION PIVOTS AT SPRABERRY FARM FOR THE UTILITIES DEPARTMENT TO THE SOLE BIDDER, LAMESA IRRIGATION COMPANY FOR A TOTAL COST NOT TO EXCEED $189,698.81

WHEREAS, the City Manager approved the specifications and authorized advertisement for bids for the purchase and installation of irrigation pivots for Spraberry Farm for the Utilities Department; and

WHEREAS, Bid No. 21000236 was opened on October 30, 2020, with the sole bid being submitted by Lamesa Irrigation Company for a total cost not to exceed $189,698.81, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the fees proposed by Lamesa Irrigation Company for the purchase and installation of irrigation pivots for Spraberry Farm for the Utilities Department to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award the contract for the purchase and installation of irrigation pivots for Spraberry Farm to Lamesa Irrigation Company for a total cost not to exceed $189,698.81;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to execute a contract with Lamesa Irrigation Company for the purchase and installation of irrigation pivots for Spraberry Farm for a total cost not to exceed $189,698.81. 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 City Comptroller is hereby authorized and directed to pay Lamesa Irrigation Company from funds available in the Water and Sewer 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

C:\Users\kbailey\Desktop\Spraberry Farm Irrigation Pivot - Sole Bidder.wpd

City of Midland - Bid Tabulation

BID # 21000236 **Spraberry Pivot Replacements** **OPENED** October 30, 2020			Lamesa Irrigation 1609 N Hwy 87 Lamesa, Texas 79331 806-872-5479	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	Pivot irrigation system for Schumann Pivot @ 1,250 feet Zimmatic with auto reverse at center of pivot, includes replacement of service of electrical from disconnect to pivot inside PVC conduit	$ 92,377.36	$ 92,377.36
2	1	Pivot irrigation system for 14-1 @ 1,326 feet with auto reverse at center of pivot, includes replacement of service of electrical from disconnect to pivot inside PVC conduit	$ 91,946.45	$ 91,946.45
3	200	Rainbird Sprinklers w/ 5/32” nozzles #30	$ 20.00	$ 4,000.00
4	300	Splash pad LDN Smooth Top Black	$ 1.75	$ 525.00
5	50	5" Torque Clamps	$ 17.00	$ 850.00
6	1	Freight Charges	$ -	$0.00
		TOTAL PROPOSAL		$189,698.81

Bidding Summary:

15 **Bid requests were issued.**

1 **Bids listed above**

0 **NO BIDS were received.**

14 **Bidders did not respond.**

MIDLAND
Water Pollution Control Plant

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director, Erika Munoz, Purchasing Manager**

FROM: **Bennie Jordan, Superintendent** B.J.

SUBJECT: **Recommend Award for purchase and installation of two (2) pivot irrigation systems and parts for Spraberry**

DATE: **November 3, 2020**

Consider a resolution approving the award of a contract in the amount of $ 189,698.81 to the sole bidder, Lamesa Irrigation for the purchase and installation of two (2) pivot irrigation system and parts for the Plant Farm for Fiscal Year 2021.

The City of Midland land applies our treated wastewater at the Plant Farm and at Spraberry. Pivots and side wheel rolls are both used to evenly spread the effluent in conformance with our TCEQ permit. This equipment typically has a life of 8 to 10 years for use with fresh water, but this is shortened due to use in this application. The Utilities Department typically replaces 3 pivots and 4 sidewheel rolls each year in an attempt to stay ahead of the deterioration. These pivots will replace existing irrigation systems on area 14-1 and Schumann Pivot.

Project funding will be paid for from the Water and Sewer Fund. Staff recommendation is to award the project in the amount of $ 189,698.81.

City of Midland - Bid Tabulation

BID # 21000236 **Spraberry Pivot Replacements** **OPENED** October 30, 2020			Lamesa Irrigation 1609 N Hwy 87 Lamesa, Texas 79331 806-872-5479	
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4	300	Splash pad LDN Smooth Top Black	$ 1.75	$ 525.00
5	50	5" Torque Clamps	$ 17.00	$ 850.00
6	1	Freight Charges	$ -	$0.00
		TOTAL PROPOSAL		$189,698.81

Bidding Summary:

15 **Bid requests were issued.**

1 **Bids listed above**

0 **NO BIDS were received.**

14 **Bidders did not respond.**

THE CITY OF MIDLAND

CONTRACT

Contract # 21000236

THIS CONTRACT, effective the 18 day of November , 2020, by and between the City of Midland, hereinafter referred to as "City", and Lamesa Irrigation Company, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 189,698.81 DOLLARS

2. **Scope of Work:** Company shall perform all work described for the Sprayberry Pivot Replacements. in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean Carl Craigo or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

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

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

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

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

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

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

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

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

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

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 30 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 available in any fiscal period for contract payments due under the contract, then this contract

shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

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

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

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

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

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

18. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION,**

INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$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 claim 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 claim occurred basis (except workers' compensation).

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

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

21. **Assignment**: Company shall not, either directly or indirectly, assign all or any part of this Contract

or any interest, right or privilege herein, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" 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 the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

27. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without penalty to City. Company has no expectation and has received no guarantees that this Contract will not be

terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

32. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Contract and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim 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 Lamesa Irrigation Company, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CITY OF MIDLAND

PURCHASING DIVISION DATE: 9/30/2020

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 21000236**

OPENING TIME: 2:00 PM **CLOSING DATE: 10/28/2020**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330, Midland, TX UNTIL 2:00 P.M. 10/28/2020 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:

Spraberry Farm, 11501 FM 1379, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
001			21000236 Pivots – In accordance with the attached detail sheet and specifications	189698.81	
				TOTAL	189,698.81

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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

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

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

COMPANY NAME: CAMesa Irrigation
ADDRESS 6109 N. Hwy 87
CITY CAMesa ST TX ZIP 79331
PHONE NO 806 872-5479 FAX NO. _____
EMAIL: risa@camesairrigation.com

CASH DISCOUNT: 0 % _____ DAYS
DELIVERY CAN BE MADE APPOX 30 DAYS
AUTHORIZED SIGNATURE Terry Olson

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

THE CITY OF MIDLAND

DETAIL SHEET 21000236

ITEM	DESCRIPTION	QTY	COST EA.	TOTAL
1	Pivot irrigation system for Schumann Pivot @ 1,250 feet Zimmatic with auto reverse at center of pivot, includes replacement of service of electrical from disconnect to pivot inside PVC conduit	1	$92,377.36	$92,377.36
2	Pivot irrigation system for 14-1 @ 1,326 feet with auto reverse at center of pivot, includes replacement of service of electrical from disconnect to pivot inside PVC conduit	1	$91,946.45	$91,946.45
3	Rainbird Sprinklers w/ 5/32" nozzles #30	200	$20.00	$4,000.00
4	Splash pad LDN Smooth Top Black	300	$1.75	$525.00
5	5" Torque Clamps	50	$17.00	$850.00
6	Freight Charges	1	$—	$—0.
			TOTAL BID:	$189,698.81

Discount if all awarded to your company...Discounted Total:

VENDOR CONTACT:
All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523
E-mail: purchasing@midlandtexas.gov

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

Award:
If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS 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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. 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).

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Canesa Irrigation	October 26, 2020
Company Name	Date
Risa Coleman	806-872-5479
Authorized Signature	Phone
Risa Coleman	
Print Above Name	Fax

THE CITY OF MIDLAND

SPECIFICATION

021-9810

Center Pivot Irrigation Systems

1. SCOPE:

The work to be performed under this section consists of supplying the center pivot irrigation equipment, parts, electrical equipment, instrumentation, and accessories as specified herein. The irrigation equipment supplied shall form a complete and operational irrigation system in the quantities specified on the request for bid. Installation and final assembly will be performed by the successful bidder.

2. VENDOR CONTACT:

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent OR FAX:(432)685-0523 OR Email: purchasing@midlandtexas.gov
P.O. Box 1152
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

3. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his bid meets or exceeds the minimum specification shown with a brief explanation as to how it exceeds or falls short of the requirement. Please use an additional sheet of paper if more space is required, referring to the appropriate paragraph number for clarity.

Requirement	Vendor Comment

3.1 Permits/Compliance with Law

3.1.1 Permits and Licenses:

3.1.1.1 The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of the 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 work. (Call 685-7390 for permit information.)

3.1.2 Taxes:

3.1.2.1 Portions of the contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. (Refer to Texas Tax Code, Title 2, Subtitle E, Chapter 151, Subchapter H, Subsections 151.309, 151.311 and 151.3111.)

3.1.2.2 Tax Exemption Certificate.

The Contractor may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.

3.1.2.3 All labor performed on the project, all materials incorporated into the project and other costs such as overhead allocation qualify for the exemption. However, equipment, parts for equipment, and tools purchased for use on the project, but are not incorporated may not qualify for the exemption.

3.1.2.4 Contractor shall be responsible for the determination of what portion, if any, of the contract has taxes due and payment of said taxes. DO NOT BILL ANY SALES OR USE TAX TO THE OWNER.

3.2 General

3.2.1 Award

3.2.1.1 The City may award a contract or purchase order to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

3.2.1.2 The City will be solely responsible for the determination of what constitutes best value in accordance with the applicable Section 252.043 of the Local Government Code.

3.3 Bid Validity Period

3.3.1 Unless otherwise stated, bids shall be valid for a minimum of 90 days.

3.4. PROJECT REQUIREMENTS:

3.4.1. GENERAL DESCRIPTION OF THE WORK: The work to be performed under these specifications and subsequent Contract consists of dismantling and removing existing irrigation equipment and furnishing and installing the water line, electrical connections and center pivots turnkey in locations as directed by the Owner (The City). The units being replaced are listed on the *Request for Bid*. See the Center Pivot Schedule Paragraph **Error! Reference source not found.** on page **Error! Bookmark not defined.** for more information.

3.4.2. LAND FOR CONSTRUCTION PURPOSES.

A. The Contractor will be permitted to use available land belonging to the Owner for construction purposes and for the storage of materials and equipment.

B. The location, scheduled time that it may be used and the extent of use shall be coordinated with the Owner.

3.4.3 NOTICES TO OWNERS AND AUTHORITIES.

When it is necessary to deny access by Owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to make provisions therefore.

3.4.4. UNFAVORABLE CONSTRUCTION CONDITIONS.

A. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely by such conditions.

B. No portion of the work shall be constructed under conditions which would adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the work in a proper manner.

3.4.5. CLEAN -UP.

A. Contractor shall at all times keep the premises free from accumulations of waste materials and rubbish.

B. Contractor shall provide adequate trash receptacles about the site and shall be promptly empty the containers when filled.

3.4.5.1. Volatile wastes shall be properly stored in covered metal containers and removed daily.

3.4.5.2. Wastes shall not be buried or burned on the site except as specified herein.

A. Disposal of wastes into waterways is not acceptable.

B. All wastes shall be removed from the site and disposed of in a manner complying local, state and federal pollution laws.

3.4.5.3. Adequate cleanup shall be a condition for recommendation of progress payments when applicable.

3.4.5.4. Contractor shall coordinate any salvage operations and storage with the Owner.

3.4.6. APPLICABLE CODES.

References to local codes in these specifications, contract documents or any of the related exhibits, shall mean codes used, required, or adopted by the City of Midland, Texas.

3.4.7. REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

3.4.8. ABBREVIATIONS AND SYMBOLS

Abbreviations used in the specifications and contract documents are defined as follows:

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASCE	American Society for Civil Engineers
ASME	American Society for Mechanical Engineers
ASSE	American society for Sanitary Engineers
ASTM	American society for Testing and Materials
AWG	Average Wire Gauge
AWPA	American Wood Products Association
AWWA	American water Works Association

CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete reinforcing Steel Institute
CS	Commercial Standard
Fed Spec	Federal Specifications
IBBM	Iron Body, Bronze Mounted
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
IPS	Iron Pipe Size
MIL	Military Specification
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NPT	National Pipe Thread
OSHA	Occupational Safety and Health Administration
PCI	Pre-stressed concrete Institute
SAE	society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories
US	U. S. Bureau of Standards
USBR	U. S. Bureau of Reclamation

3.5 CENTER PIVOT IRRIGATION SYSTEM

3.5.1. SCOPE

A. The work to be performed under this section consists of supplying the water line tie-in, electricity and center pivot irrigation equipment, parts and accessories as specified herein.

B. The irrigation equipment supplied shall form a complete and operational irrigation system.

3.5.2. GENERAL

A. The center pivot irrigation equipment shall be used to irrigate crops at the Plant Farm site

B. The irrigation equipment shall be designed to provide the most uniform application of effluent possible.

A. The equipment shall consist of low pressure drop nozzle center pivot irrigation systems. Each unit shall be a complete hot dip galvanized, electric, self propelled, self aligning, gear driven irrigation system.

B. The center pivot equipment shall be able to withstand a wind load equivalent to a 90 mph wind directed perpendicular to the axis of the equipment with a 1:1 safety factor. An oil filled pressure gauge shall be furnished and installed in the riser at each pivot location and shall be suitable for use over the range of operating pressures of each unit.

C. Equipment furnished and installed under this specification shall be fabricated, assembled, erected, and placed in the proper operating condition in full conformity with drawings, specifications, engineering data, instructions and recommendations of the equipment manufacturer unless otherwise noted by the Engineer. The center pivot irrigation equipment shall be manufactured by Valmont, Raincat, Reinke, Linsday, or Zimmatic. No other manufacturers will be acceptable.

D. One operator's manual shall be provided for each system.

3.5.2.1. GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this specification.

3.5.2.2. POWER SUPPLY

The power supply to be provided to the center pivot assembly is 480 volts, 60 Hz, 3 phase. A control power transformer shall be provided with the equipment to supply 120 volt, single phase, or any other control voltage required for the operation of the system.

3.5.2.3. STRUCTURAL DESIGN

The center pivot spans shall be of the bow-string truss design using the water line in compression and a fixed length tension rod (of high tension steel) as a tension member. Each truss shall form a structurally sound span between the vertical wheel base supports under normal operating conditions and field topography. Truss rods shall be ¾" with manufacturer's standard heavy duty under truss braces

3.5.2.4 PIVOT ASSEMBLY

A. The pivot assembly shall consist of four (4) legs of 4" x 4" x 3/8" angle iron with four (4) 2" x 2" x 3/16" angle braces on all four sides. An adjustable ring lock elbow shall be included connection to the first span must be flexible to allow for grade changes on the first tower.

B. Wheel Base – Minimum wheel base for the center pivot system shall be 156 inches. Maximum span length is 160 feet.

3.5.2.5. SPAN CONNECTORS

A. All span connectors shall be of the pinned-hinge, uni-knuckle, or ball and socket type of connection allowing for free horizontal, vertical, and rotational movement about the connection for the field topography.

B. All span connections shall be outside the water line creating an unobstructed flow path.

3.5.2.6. SPAN COUPLERS

A. The span coupling shall consist of a belted neoprene/rubber boot with screw clamp.

B. The span coupler shall form a watertight joint under normal operating conditions and be replaceable without disassembly of the span connector.

3.5.2.7. SPEED OF ROTATION

The minimum rotation time @ 100% speed shall be a full circle (360°) in 18 hours. The speed shall be based on the radii shown in the center pivot schedule to the last drive wheel and the specified combination of drive motor, gear box and tire size.

3.5.2.8. DRIVE MOTORS AND GEAR BOXES

Drive motors shall :

A. operate from 3 phase 480 volt, 60 Hz electrical power;

B. be manufactured and warranted by the irrigation system manufacturer;

C. be sealed against moisture and dust contamination;

D. be located at the approximate center of each self-propelled tower;

E. be designed specifically for center pivot applications and shall comply with applicable provisions of the NEMA and IEEE Standards; and,

F. rated for a continuous duty cycle and have inherent overload protection.

1. Drive motors shall be limited to a maximum current draw of 1.8 amps and shall be rated for a minimum of ¾ HP.
2. Ball bearings shall be double sealed.
3. Motor leads shall run in ¾" conduit and extend up the tower leg 3 to 4 feet.

G. Each self-propelled tower shall be driven by a gear drive and motor located at the center of the tower and a single reduction worm gear box located at each wheel.
1. The steel hubs shall be mounted directly on the wheel gear box output shaft.
2. Wheel gear boxes shall be either Valley, Zimmatic or approved equal and shall have a 5 year /5,000 hour warranty, minimum.
3. The gear drive system shall develop torque adequate to propel the system up 15 percent slopes, and at the same time cross over 12" high ridges between rows, but not less than 36,000 inch pounds continuous, and capable of 120,000 inch pounds of instantaneous torque.

H. The wheel gear box shall:
1. have a minimum reduction ratio of 50:1;
2. have a minimum output shaft diameter of 2¼";
3. have a built-in lubricant expansion chamber;
4. be sealed against moisture and dust contamination;
5. be specifically designed for center pivot irrigation systems;
6. have bearings with an average life of no less than 15,000 hours (computed per AFBMA); and,
7. be supplied filled with oil to the normal operating level which shall submerge all bearings.

a. The lubrication shall be suitable for an operating period of at least 20,000 hours or 5 years, whichever occurs first, and shall meet AGMA Grade 7C specifications.

I. Cross shafts with universal joints connecting the drive motors with the gear boxes shall be adequately sized to deliver the maximum operating torque and shall be shielded to prevent contact with the garments of operating personnel.

3.5.2.9 RIMS

All rims shall be of proper size for the tires furnished and shall be hot dip galvanized to ASTM 123 specifications.

3.5.2.10 TIRES

All tires shall be new four ply rated 14.9 x 24, high flotation type tire with a tractor grip design.

3.5.2.11 SPAN CLEARANCE

The center pivot spans shall be of standard profile design with ground clearance of 8 foot minimum and 10 foot maximum as measured on a level surface.

3.5.2.12 DRAIN PLUGS

Each system shall be equipped with drain plugs which will automatically drain the system when not under operating pressure.

3.5.2.13. FLUSH VALVE

Each system shall be equipped with a manually operated flush valve (4 inch minimum) located on each end tower.

A. The valve and discharge piping shall be braced to the end tower.

B. The valve shall be 5 feet above the ground and the discharge shall be directed away from the operator.

3.5.2.14. NOZZLE DROPS

Nozzle drops shall be spaced as required for the nozzles furnished.

A. Unused collars shall be plugged.

B. Drops shall be of sufficient lengths to discharge the water (effluent) at the specified height above the ground surface as directed by the Owner.

C. They shall have minimum 12 inch furrow arms (gooseneck), and ¾ inch "Polydrop" extension tubes.

D. Each drop shall be equipped with a plastic ball, cut-off valve above each nozzle.

3.5.3. ELECTRICAL

A. The center pivot shall be furnished and installed in accordance with all applicable local and National Electrical Code requirements.

B. The system shall include a complete and operational control package consisting of all equipment and devices necessary to operate the system as described in theses specifications.

C. All control panels shall be readily accessible to the maintenance personnel.

1. They shall be totally waterproof.

2. Entrances into, exits from, and penetrations of the enclosure shall be made using sealing type hubs to reduce the possibility of collection of water or other contaminants at the point of connection and shall also be made in such a manner as to preserve the minimum NEMA rating of the enclosure

3. Dimensions of the enclosures shall not be less the maximum dimensions of the enclosed equipment plus the required electrical clearances as specified in the National Electrical Code.

4. Enclosures shall be made of fiberglass and shall have doors covering the controls to prevent vandalism.

5. Doors shall have non-corroding hinges or other means of attachment.

6. Locking mechanisms shall also be provided on the master control panel.

3.5.3.1 MASTER CONTROL PANEL

A. A master control panel shall be furnished and located at the center pivot riser pad.

B. The master control panel shall include, but not be limited to the following controls and feature:

1. A nameplate stating the design voltage, phase and frequency of the incoming power supply and the amperage per phase which shall be the ampacity of the main thermal magnetic circuit breaker.
2. Electrically actuated misalignment mechanism to render the system inoperable if misalignment of the system occurs.

3. Percentage timer for the end self-propelled tower controlling speed of rotation.
4. Manual and automatic reversing control mechanism shall be provided.
   a. The automatic reversing mechanism shall permit travel of the pivot through an arch of rotation as specified.
5. Momentary power interruption restart circuit to restart the pivot after a time delay when power is restored.
   a. This control shall not override the misalignment feature for more than 5 seconds.
6. An elapsed time meter which will accumulate total of hours of operating time.
7. Transformers capable of handling voltage reductions required for all functions of the control system.
   a. Transformers shall be of the isolation type with proper over-current protection for the transformers, conductors, and control devices they serve.
   b. All control circuits shall operate at 100 volts AC.
   c. All control switches shall be rated at 600 volts.

3.5.3.2. RUN LIGHT

Run lights shall be provided for each pivot.

A. One light shall be mounted above the control panel and shall be clearly visible from a half mile distance.

B. The second light shall be mounted at the end tower.

3.5.3.3. TOWER ALIGNMENT CONTROL

Towers will be kept in proper alignment by a micro-switch and cam system.

A. All alignment systems shall have a backup to automatically shut down the entire center pivot should any tower become misaligned beyond normal operational limits.

B. All micro-switches shall be effectively sealed against moisture and dust contamination.

3.5.3.4. TOWER CONTROL BOX

A. Each tower shall have an auxiliary tower box to control its functions, including the following:
   1. A definite purpose long life contactor rated at 30 amps, 600 volts, 7.5 hp, and for 10 million mechanical operations.
   2. Micro-switch rated 600 volts.
   3. On-Off switch rated at 7.5 hp, at 600 volts, and safety interlock with the control panel enclosure.

B. Each tower box shall be fitted with a suitable weather tight enclosure

3.5.3.5. GROUNDING

All systems shall have proper grounding.

3.5.3.6. SAFETY SIGNS

Safety signs describing the automatic starting of the machine, grounding requirements, high voltage, caution and other pertinent safety signs shall be provided and prominently displayed.

3.5.3.7. COLLECTOR RING

A. The collector ring will be mounted on a stainless steel J tube that extends through the rotating swivel.
B. It shall not be an external type collector ring.
C. There shall be a watertight seal around the tube.
D. A collector ring cover with gaskets shall be provided to protect the internal electrical components against the environment
E. The collector ring shall consist of a minimum of 10 sliding contactors rated at 600 volts and 35 amps minimum.
F. To assure positive contact of the brushes to the contact point, leaf springs shall be used.
G. Slip rings shall be seamless and not more than 4 inches in diameter.

3.5.3.8. CONDUCTORS

A. Conductors in the irrigation cable shall be a minimum of 14 AWG, copper, type THWN, stranded for s for all control circuits;
B. at least 18 AWG, copper type THWN, stranded for low current signal carrying circuit;
C. a minimum of no. 10 AWG, copper, type THWN stranded for all three phase motor power conductors.
D. Conductors used to connect or interconnect to or between components within an enclosure shall be rated for 300 volts AC minimum for circuitry utilizing 300 volts or less and for 600 volts minimum for circuits utilizing voltages from 300 to 600 volts AC.
E. Cable jacketing shall be resistant to sunlight, moisture, and corrosion.
    1. It should also provide mechanical protection, flexibility and be suitable for operation within a temperature range of 15° F and 140° F.
F. All conductors shall be color coded for proper identification, and this coding shall be uniform throughout the entire system.

3.5.4. MATERIAL

3.5.4.1. GENERAL

A. All products and materials shall be new and unused.
B. After delivery to the site all materials shall be suitably stored and protected against damage, vandalism, and the Contractor's construction operations.
C. Any material that becomes damaged prior to acceptance by Owner shall be rejected and replaced at the Contractor's expense.

3.5.4.2. WATER LINE PIPE

A. All water line pipe shall be of the nominal diameters (OD) required to provide the amount of water (effluent) called for in the CENTER PIVOT SCHEDULE, hot dip galvanized to the latest ASTM 123 specifications and have a minimum 0.115" wall thickness..
B. Water line pipe shall have ¾ inch collars at 40 inch centers in the top of the pipe to provide for future LEPA operations.
C. Design calculations shall be provided to prove the hydraulic design.
D. Piping shall be formed from an ISI/SAE 1010 coil sheet or approved equal.

3.5.4.3. STRUCTURAL MEMBERS

A. All structural members including span braces, tower supports, base beams, miscellaneous bolts, mounting brackets, truss rods, span trusses, and miscellaneous stiffeners shall be hot dip galvanized to the latest ASTM 123 specifications.

B. The minimum amount of zinc shall be 2.0 oz/ sq. foot average.

C. Truss rods shall be one piece and of a fixed length with a minimum diameter of ¾ inch.

D. All Welding of structural members shall be done in accordance with the best welding practices as outlined by the American Welding Society (AWS) and performed by qualified welders.

E. Vertical tower support legs shall be constructed of four 3"x 4" x ¼" angles bolted to a 6-5/8" x 11 gauge tubular non-towable mobile base.

F. Legs must have a minimum of five tie braces.

G. Corrosion resistant lock nuts or lock washers shall be used at all bolted connections on the tower supports, base beams, span braces, span trusses and truss rods.

H. All fasteners used on the system shall be grade 5 zinc coated or better.

3.5.5. SPAN LAYOUT

The center pivot spans shall be laid out from the center pivot riser tower to a radius shown in the pivot schedule as follows:

1. Spans shall be laid out in a manner that no tire track shall be within 25 feet of any obstruction located in the irrigation area or as far away from obstruction as practically possible.
2. The maximum span length shall be 146 feet for 8 inch pipe and 160 feet for 6-5/8 inch pipe.
3. The pipe diameter of the end-boom on all units shall be at least 5 inches.
4. The maximum length of the end-boom shall be 40.0 feet.
5. The diameter of the center riser pipe shall be 8 inches on all center pivot irrigation units. Riser shall have a poly seal gasket for high and low pressure.

3.5.6. NOZZLES

A. Nozzles shall be Senniger Orlando.

B. These nozzles shall be mounted on single polydrop extension tubes at an average height of 34 inches above the ground.

C. The first nozzle drop shall be no closer than 40 feet to the stationary pivot point tower.

D. The instantaneous application rate shall not exceed 2.25 inches per hour.

1. The sprinkler Package shall be conputed at 90 percent application efficiency.

3.5.7. EQUIPMENT CONNECTION:

A. Seamless, 8 inch high pressure, aluminum irrigation pipe with a minimum wall thickness of .064 inches shall be used for connecting the center pivot irrigation equipment to the existing riser valve openers.

B. A line valve and a gravel screen shall be furnished and installed in each connecting pipe.

C. All valves and pipe shall be provided with quick disconnect ring lock assemblies.

3.5.7.1. LINE VALVE

A. Line valve bodies shall be made of 12 gauge galvanized steel and shall be designed to withstand an internal pressure of 100 psig.

B. Line valves shall be operated by a tee handle arrangement which adjusts the position of an internal flap.

C. Valves shall be capable of sealing a 50 psig shutoff head.

D. Line valves shall be as manufactured by the Pierce Company or approved equal.

3.5.7.2. GRAVEL SCREENS

A. Gravel screens shall be provided in 20 gauge galvanized iron with 3/32 inch openings.

B. The screens shall be of the ring type for insertion in 8 inch pipe and shall be 3 feet long.

C. Gravel screens shall be as manufactured by Tri-Matic, Inc. or approved equal.

3.5.8. DRAWINGS AND DATA

A. The successful bidder (Contractor) shall submit complete specifications, data and catalog cuts or drawings covering each item of equipment furnished to the Owner for approval.

B. Data and specifications for each item shall include, but not be limited to the following:

1. Center Pivot Irrigation Equipment
   Name of the Manufacturer
   Type and Model Number
2. Nozzles
   Name of Manufacturer
   Type and Model Number
   Spacing

3.6. ELECTRICAL

3.6.1. SCOPE

This section covers the installation of electrical equipment furnished under the other sections; and furnishing and installing all additional equipment and materials needed for the electrical requirements of these specifications and contract.

3.6.2. CODES AND PERMITS:

A. All work shall be performed and all materials shall be in accordance with the National Electrical Code and applicable local regulations and ordinances.

B. The Contractor shall, at his own expense, arrange for and obtain all necessary permits, inspections, and approval by the proper authorities in local jurisdiction of such work.

3.6.3. RELATION TO OTHER WORK

A. Electrical work shall be performed to conform with the construction schedule and progress of other trades.

B. Electrical apparatus on all equipment shall be handled, set in place, connected, checked out, serviced and placed in readiness for proper operation to the satisfaction of the Owner and Engineer, all within the scope of work intended under this section.

3.7. REVIEW OF EQUIPMENT AND MATERIALS

A. All Materials and equipment shall be submitted for review.

B. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment as follows:

1. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies.
2. Sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
3. Equipment and materials descriptive literature not readily cross referenced with the drawings or specifications shall be identified by a suitable notation.
4. Schematics and connecting diagrams for all electrical equipment shall be submitted for review.

a. A manufacturer's standard connection diagram or schematic showing more than one scheme of connection will not be accepted, unless it is clearly marked to show the intended connections.

3.8. POWER SERVICES ENTRANCES

Power services for this project shall be provided under this contract. Power can be pulled from existing City owned electrical services nearby.

3.9. GENERAL PROCEDURE

Electrical work shall be performed in accordance with the following except as otherwise specified or indicated on the drawings.

3.9.1. SETTING OF EQUIPMENT

All equipment shall be installed level and plumb.

3.9.2. SEALING OF EQUIPMENT

All openings into equipment shall be screened or sealed as required to prevent the entrance of rodents and insects the size of wasps and mud-daubers

3.9.3. INSTALLATION OF CONDUIT

A. A conduit shall be routed from each center pivot unit stub-up conduit previously installed to each center pivot unit control panel.

B. A pull box, as specified herein, shall be mounted on the existing stub up conduit with the new conduit routed form the pull box.

C. The conduit installed shall be the same size as the existing stub up conduit.

D. Conduit installation shall conform to the following requirements:

1. Terminations and connections of rigid steel conduit shall be threaded.
2. Conduits shall be reamed, free of burrs, and terminated with conduit bushings.
3. Exposed rigid conduit shall be installed parallel to structural members and surfaced.
4. Conduit shall be rigidly supported by galvanized hardware and framing materials including nuts and bolts.

5. Conduit connections to sheet metal enclosures shall be securely fastened by locknuts inside and outside.
6. Conduits shall be capped during construction to prevent entrance of dirt, water and trash.

3.9.4. SEALING OF CONDUITS

After cable has been installed and connected, conduit ends shall be sealed by Johns-Mansville "Duxseal" forced into conduits to a minimum depth equal to the conduit diameter.

3.9.5. INSTALLATION OF CABLE

A. Cable for this project is to be provided this contract.
B. The cable shall be routed from the pull box at the center pivot unit stub-up conduit to the center pivot unit control panel in conduit as specified herein.
C. Cable connections at the center pivot control panel shall be as recommended by the center pivot supplier.
D. Care shall be taken to protect the cable and avoid kinking of conductors, cutting or puncturing the jacket, contamination from oil or grease, or damage in any manner.
E: Cable installation shall conform with the following requirements:

1. Stranded conductor cable shall be terminated by lugs, cup washers or pressure type connectors
2. Stranded cable shall not be wrapped around screw type terminals.
3. Cable shall not be pulled tight against bushings nor pressed heavily against enclosures
4. Cable pulling lubricants shall be as recommended by the cable manufacturer for that particular type cable.
5. Cables in vertical risers shall be supported Kellems woven grips where necessary to prevent heavy loading on cable connectors because of the weight of the cable.

3.9.6 INSTALLATION OF GROUNDING MATERIALS

Electrical system grounding and equipment grounding shall be installed in compliance with the National Electrical Code and shall conform with the following applicable requirements.

1. All ground conductors shall be bare, soft drawn, copper cable or bar, not smaller than 12 AWG.
2. Ground cable splices and joints which will be inaccessible upon completion of construction shall be made with the "Cadweld" process
3. Ground connections to equipment and ground buses shall be by ground lugs or clamps.
4. Connections to enclosures not provided with ground busses or terminals shall be by clamp type lugs added under permanent assembly bolts or under new bolts drilled and added through enclosures or by grounding locknuts or bushings.
5. Ground conductors on equipment shall be formed to the contour of the equipment and firmly supported.
6. All Ground connection hardware, bolts and nuts shall be high strength, high conductivity copper alloy.
7. Ground rods shall be 5/8 inch by 8 foot, Copperweld.

8. A ground rod shall be driven at each center pivot control panel for connection of grounding conductors.

3.10. JUNCTION BOXES

A. Boxes shall be constructed of PVC or fiberglass.
B. Box sizes, thickness, and installation details shall comply with the National Electrical Code.
C. Bolt-on junction box covers 3'0" square or larger, or heavier than 25 pounds, shall have a rigid handle.
D. Covers larger than 3'0" by 4'0" shall be split.
E. Pull boxes shall be NEMA Type 3R

3.11. RIGID CONDUIT

A. Unless otherwise specified, all raceways shall be heavy wall, galvanized, PVC coated rigid steel conduit, ANSI C80.1.
B. PVC coated steel conduit shall be as manufactured by Robroy Industries.

4. SUBMITTALS

4.1. LAYOUT DATA

A. Contractor shall keep neat and legible notes of measurements and calculations made by him in connections with the layout of the Work.
B. Copies of such data shall be furnished to the Owner for use in checking Contractor's layout as provided under lines and grades.
C. All such data considered of value to Owner will be transmitted to Owner with other records upon completion of the Work.

5. TEMPORARY FACILITIES

5.1. OFFICE AT SITE OF WORK

A. During the performance of the work described herein, Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of his representative authorized to receive drawings, instructions or other communications or articles.
B. Any communication given to said representative or delivered at Contractor's office at the site of the Work in his absence shall be deemed to have been delivered to contractor.
C. Copies of the Drawings, Specifications and other contract documents shall be kept at Contractor's office at the site of the work and available for use at all times.

5.2. WATER

A. Potable water is not available at the site.
B. Contractor shall supply water for potable and sanitary facilities at his own expense.

5.2.1. CONSTRUCTION WATER

A. Secondary effluent water will be available and shall be coordinated with the Owner's field personnel.
B. This supply of non-potable water shall be furnished without charge.

5.3 POWER

Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or any other use by Contractor.

5.4 TELEPHONE SERVICE

Contractor shall make all necessary arrangements and pay all installation charges for telephone lines at his office at the site.

5.5 SANITARY FACILITIES

A. Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

B. Sanitary facilities shall be of reasonable capacity, properly maintained through the construction period, and obscured from public view to the greatest practical extent.

C. If toilets of the chemically treated type are used, at least one toilet will be supplied for each 20 men.

D. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

5.6. MAINTENANCE OF TRAFFIC

A. Contractor shall conduct his work to interfere as little as possible with public travel.

B. Whenever it is necessary cross, obstruct or close roads, public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owner's of private roads before interfering with them.

C. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

5.7 FENCES

A. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work

B. Fences which interfere with construction operations shall not be relocated or dismantled until permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon.

C. Gates shall be kept closed and locked at all times when not in use.

5.8 SECURITY

A. Contractor shall be responsible for the protection of the site, and all Work, materials, equipment and existing facilities thereon, and material in the salvage yards against vandals and other unauthorized persons.

B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and contractor shall make good all damage to Owner's property resulting from his failure to provide security measures as specified.

C. Security measures shall include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the site.

5.9 ACCESS ROADS

A. All access roads used by the Contractor shall be within the construction areas.

B. Construction traffic across uncleared areas will not be permitted.

C. Existing roads may be used.

D. If the Contractor must have a road across an uncleared area outside the construction area, the Contractor must receive permission from the Owner.

5.10. PARKING

Owner will direct Contractor to suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities.

5.11. POLLUTION CONTROL

A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities.

B. No sanitary wastes will be permitted to enter any drain or watercourse.

C. Reasonable measures shall be taken to prevent sediment, debris or other such materials from entering any drain or watercourse.

6 GENERAL EQUIPMENT STIPULATIONS

6.1 SCOPE

All equipment furnished and installed under these specifications and relative contract documents shall conform to the general stipulations set forth in this section except as otherwise specified in other sections of the specifications.

6.2 COORDINATION

A. Contractor shall coordinate all details of the equipment with other parts of the work, including verification that all structures, piping, wiring, and equipment components are compatible.

B. Contractor shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in contract drawings or specifications.

6.3 MANUFACTURER'S EXPERIENCE

Unless specifically named in the specifications, a manufacturer shall have furnished equipment of the type and size specified which has been in successful operation for not less than the past five years.

6.4 WORKMANSHIP AND MATERIALS

A. Contractor shall guarantee all equipment against faulty or inadequate design, improper assembly, or erection, defective workmanship or materials, and leakage, breakage, or other failure.

B. Materials shall be suitable for the service conditions.

C. All equipment shall be designed, fabricated and assembled in accordance with the best modern engineering and shop practice.

D. Individual parts shall be manufactured to standard sizes and gauges so that repair parts, furnished at any time, can be installed in the field.

E. Like parts of duplicate units shall be interchangeable.

F. New equipment shall not have been in service at any time prior to delivery, except as required by tests.

G. Except as otherwise specified, structural and miscellaneous fabricated steel used in equipment shall conform to AISC standards.

H. All structural members shall be designed for shock or vibratory loads.

I. Unless otherwise specified, all steel which will be submerged, all or in part, shall be at least ¼ inch thick.

6.5 LUBRICATION

A. Equipment shall be adequately lubricated by systems which require attention no more frequently than weekly during continuous operation.

B. Lubrication systems shall net require attention during startup and shutdown and shall not waste lubricants.

C. Lubricants of the type recommended by the equipment manufacturer shall be provided in sufficient quantity to fill all lubricant reservoirs and to replace all consumption during testing, startup and operation prior to acceptance by the Owner.

D. Lubricant facilities shall be convenient and accessible.

E. Oil drains and fill openings shall be easily accessible from the normal operating area or platform.

F. Drains shall allow for convenient collection of waste oil in containers, from the normal operating area or platform without removing the unit from its normal installed position.

6.6 ELEVATION

All equipment furnished shall be designed to meet stipulated conditions and to operate satisfactorily at site elevation.

6.7 ELECTRIC MOTORS

Unless otherwise specified, motors furnished with equipment shall meet the following requirements:

A. Designed and applied in accordance with NEMA, ANSI, IEEE, AFBMA, and NEC for the duty service imposed by the driven equipment, such as frequent starting, intermittent overlaid, high inertia, mounting configuration, or service environment.

B. Rated for continuous duty at 40° C ambient, unless the application is well recognized for intermittent duty service as a standard industry practice.

C. Insulated with Class A, Class B, class F, or Class H insulation and designed for a service factor of 1.00, 1.15, or greater.

D. When operating at a service factor load, maximum observable temperature rise of insulation and motor parts, as determined by resistance or thermometer methods, shall not exceed the NEMA allowable limits for the type of motor, the type of enclosure, and the particular application with regard to continuous and intermittent duty.

E. To ensure long motor life, nameplate horsepower, regardless of service factor, shall be at least 115 percent of the maximum load imposed by the driven equipment.

F. Designed for full voltage starting.

G. Derated, if required, for the altitude at which the equipment is installed.

H. Clamp type grounding terminal shall be installed inside the motor conduit box.

I. External conduit boxes shall be oversized at least one size larger than NEMA standards.

J. Totally enclosed motors shall have a continuous moisture drain which also excludes insects.

K. Bearings shall be either oil or grease lubricated.

L. i. Manufacturer's standard motor may be supplied on integrally constructed, packaged assemblies such as appliances, tools, unit heaters, and similar equipment specified by model number, in which case a redesign of the unit would be required to furnish motors, of other than the manufacturer's standard design.

ii. However, in all cases, totally enclosed motors are preferred and shall be furnished if offered by the manufacturer as a standard option.

M. Totally enclosed motors shall be furnished on all equipment.

6.8 SAFETY GUARDS

A. All moving or rotating parts shall be covered on all sides by a safety guard.

B. Safety guards shall be fabricated from 16 USS gauge or heavier galvanized or aluminum clad sheet steel or ½ inch mesh galvanized expanded metal.

C. Each guard shall be designed for easy installation and removal.

D. All necessary supports and accessories shall be supplied for each guard.

E. Supports and accessories, including bolts, shall be galvanized.

6.9 SPECIAL TOOLS AND ACCESSORIES

A. Equipment requiring periodic repair and adjustment shall be furnished complete with all special tools, instruments, and accessories required for proper maintenance.

B. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

6.10 SHOP PAINTING

A. All steel and iron surfaces shall be protected by suitable paint or coatings applied in the shop.

B. Surfaces which will be inaccessible after assembly shall be protected for the life of the equipment.

C. Exposed surfaces shall be finished smooth, thoroughly cleaned, and filled as necessary to provide a smooth uniform base for painting.

D. Surfaces to be painted after installation shall be shop painted with one or more coats of primer which will adequately protect the equipment until finis coats are applied.

E. Electric motors, speed reducers, starters and other self-contained or enclosed components shall be shop primed or finished with a high grade oil resistant enamel suitable for coating in the field with an alkyd enamel.

F. Coatings shall be suitable for the environment where the equipment is installed.

G. Shop primer for steel and iron surfaces shall be Cook "391-N-142-Clorocon Barrier Coat", Koppers "No. 10 Inhibitive Primer", Mobil "13-R-28 Chromox Primer", or Tnemec "77 Chem-Prime".

H. Machined, polished and non ferrous surfaces which are not to be painted shall be coated with a rust preventive compound, Houghton "Rust Veto 344" or Rust-Oleum "R-9".

6.11 PREPARATION FOR SHIPMENT

A. All equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage.

B. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling and storage.

C. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.

D. Painted surfaces shall be protected against impact, abrasion, discoloration and other damage.

E. All painted surfaces which are damaged prior to acceptance of equipment, shall be repainted to the satisfaction of the Engineer.

F. Grease and lubricating oil shall be applied to all bearings and similar items

G. Each item of equipment shall be tagged or marked as identified in the delivery schedule or on the drawings.

H. Complete packing lists and bills of material shall be included with each shipment.

7. MEASUREMENT AND PAYMENT

7.1 SCOPE

This section covers methods of measurement and payment for items of Work under these specifications and contract documents.

7.2 GENERAL

A. The bid price shall cover all work required by these specifications and contract documents:

B. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the completely installed price bid per 1320 foot Center Pivot System.

7.3 CENTER PIVOT IRRIGATION EQUIPMENT

A. The price bid for the center pivot irrigation equipment shall be based on the furnishing and installing all new center pivot irrigation equipment including all costs for piping, electrical, controls, riser tower, structural components, self-propelled towers with drive motors and gear boxes, tires, nozzles, emergency stops, accessories and appurtenances, and all other costs of the center pivot irrigation system.

8. BID WAIVERS:

A. Waiver of Attorney Fees: By submitting a bid, **EACH BIDDER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S RESPECTIVE EMPLOYEES AND REPRESENTATIVES FOR THE AWARD OF ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS; OR THE CONTRACT DOCUMENTS; ACCEPTANCE OR REJECTION OF ANY BIDS; AND AWARD OF THE CONTRACT. BY SUBMITTING A BID, THE BIDDER SPECIFICALLY WAIVE ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OF MIDLAND, TEXAS, OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVE'S UNDER ANY PROVISIONS OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001 ET. SEQ., AS AMENDED).**

The bidder agrees that this is the intentional relinquishment of a presently existing known right.

By Execution and submission of this bid, the bidder hereby represents and warrants to the City of Midland that the bidder has read and understands the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents. Bidder acknowledges that it understands all terms within the bid Documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

B. WAIVER:
By submitting a bid, **EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE 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; AND**
4. **AWARD OF THE CONTRACT.**

By submitting the 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 the above listed rights.

By Signing Request for bid, the proposal form, and/ or below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Lamesa Irrigation Company Name	806.872.5479 Phone
Risa Coleman Authorized Signature	 Fax
Risa Coleman Print Above Name	October 26, 2020 Date

MIDLAND
Purchasing Division

THE CITY OF MIDLAND
CONTRACT
21000236

THIS CONTRACT, effective the 26 day of October, 2020 by and between the City of Midland, hereinafter referred to as "City", and Camesa Irrigation, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 189,698.81 DOLLARS

2. **Scope of Work:** Company shall perform all work described for pivot irrigation system of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean Carl Craigo or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

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

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 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 OF ATTORNEY'S FEES, WHICH**

ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury: $1,000,000.00 per person

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" 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 the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

27. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without

penalty to City. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: Terry Coleman

Name: Terry Coleman

Title: President

STATE OF Texas §

§

COUNTY OF Dawson §

BEFORE ME, the undersigned authority, on this 26th day of October, 2020 personally appeared, , an officer of Terry Coleman, 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 26th day of October, 2020.

DIANA ROMO RUIZ
Notary Public, State of Texas
Notary ID #12937972-3
My Commission Expires 4-08-2021

Diana Romo Ruiz
Notary Public, State of Texas

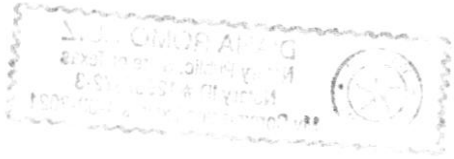


EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____

of the City of_____ County of_____,

and State of_____ as Principal, and _____

_____ (hereinafter

called the Surety(s)), as Surety(s), 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____, to _____

_____,

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, 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.

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

PROVIDED further that this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 this contract, assignment thereof, or to the work to be performed thereunder.

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

_____	_____
Principal	Surety
By_____	By_____
Address_____	Address_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), 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____, to furnish and deliver the following equipment:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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 copied at length herein, as well as the Principals 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 bidders, general and special conditions and other contract documents, including any addendums 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.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

No-Bid
Response
For
Request #: 21000236

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

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

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

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

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

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

THIS CHECK CONTAINS THE FOLLOWING SECURITY FEATURES: MULTI-COLOR PRINTING ON FACE, WATERMARK IN PAPER, AND MICROPRINTING ON BORDER.

THE LAMESA NATIONAL BANK

PO Drawer 301 Lamesa Texas 79331
806-872-5457

88-873/1113

063058

DATE 10/26/2020

PAY TO THE ORDER OF City of Midland

$ 9,484.94

$9,484.94 DOLLARS

DOLLAR NINE COMMA FOUR EIGHT FOUR PERIOD NINE FOUR

CASHIER'S CHECK

MEMO Bid

REMITTER Lamesa Irrigation Company

AUTHORIZED SIGNATURE

⑈063058⑈ ⑆111308730⑆ 200230⑈ 500

- FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE -

☐ CHECK HERE IF MOBILE DEPOSIT

ENDORSE HERE X

City Council Meeting

Item Number: 13

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF THE FALL AND SPRING SEED FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $144,772.00 (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the purchase of Fall and Spring Seed for the Spraberry Farm for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer Fund

Discussion:

The City Manager approved specifications and authorized advertisement for bids of Fall and Spring Seed. The Utilities Department purchases seed annually for the contracted farmer to plant at the Spraberry Farm and at the Plant Farm due to Texas Commission on Environmental Quality (TCEQ) requirements. Twenty-three (23) bid requests were issued to prospective bidders. We received three (3) bids. Staff recommends awarding each item to the respective low, most advantageous bidder as shown in the table below. Please see the attached memo from Bennie Jordan, Water Pollution Control Plant and Spraberry Superintendent, for additional information.

Therefore, please consider a resolution awarding Fall and Spring Seed as shown in the table below:

Items	Bidders	Cost
1	West Gaines Seed, Inc. of Lubbock, Texas	$43,522.00
2 & 3	Helena Agri-Enterprises LLC Stanton,Texas	$82,350.00
4	Pawnee Buttes Seed of Greeley, Colorado	$18,900.00
	Total cost	**$144,772.00**

Morris Williams Jr.

City Manager's Office

MIDLAND
Water Pollution Control Plant

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director, Erika Munoz, Purchasing Manager**

FROM: **Bennie Jordan, Superintendent** B.J.

SUBJECT: **Recommend Award for purchase of Spring/Fall Seed for Spraberry and Plant Farm**

DATE: **November 3, 2020**

Consider a resolution approving the award of a purchase in the amount $ 82,350.00 to the bidder Helena Agri-Enterprises LLC for the purchase of 11,796 pounds of Cotton Seed, 23,100 pounds of Hay Grazer Seed. Consider a resolution approving the awarding of purchasing in the amount $ 18,900.00 to bidder Pawnee Buttes Seed for the purchase of 6,300 pounds of Jose Wheatgrass Seed. Consider a resolution approving the award of a purchase in the amount $ 43,522.00 to the bidder West Gaines Seed Inc. for the purchase 185,180 pounds of Weathermaster Beardless Wheat Seed for Spraberry and Plant Farms for Fiscal Year 2021.

The City of Midland land applies our treated wastewater at the Plant Farm and at Spraberry. Crops must be planted to uptake the nitrogen in the treated wastewater in conformance with our TCEQ permit. The type and agronomic cropping rate of all crops planted must be in accordance with the Crop Management Plan which details both spring and fall plantings. This seed bid covers the entire FY 2021 cropping year.

In the spring, Cotton Seed, Jose Wheatgrass and Hay Grazer Seed will be planted at both sites. In the fall, Wheat Seed is planted as a cover on cotton fields. Contracts between the City and the farmers at Spraberry and Plant Farm stipulate the City purchase and supply seed for the cropping year. This is a regularly occurring expense budgeted each year.

Funding will be paid for from the Water and Sewer Operating Budget. Staff recommendation is to award the purchases in the amount of $144,772.00.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF THE FALL AND SPRING SEED FOR SPRABERRY FARM FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $144,772.00

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for 185,180 pounds of Weathermaster Beardless Wheat Seed; 11,796 pounds of Cotton Seed; 23,100 pounds of Red Top Cane Hay Grazer Seed; and 6,300 pounds of Jose Wheatgrass Seed for the purchase of the fall and spring seed at Spraberry Farm; and

WHEREAS, Bid No. 21000110 was opened on October 30, 2020 with the lowest and/or most advantageous bids being submitted as follows and as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes:

Items	Bidders	Cost
1	West Grain Seeds, Inc., of Lubbock, Texas	$43,522.00
2 & 3	Helena Agri-Enterprises, LLC of Stanton, Texas	$82,350.00
4	Pawnee Buttes Seed, Inc., of Greeley, Colorado	$18,900.00
	Total estimated cost	**$144,772.00**

WHEREAS, the Council finds the price proposed by the bidders as shown above to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of the fall and spring seed for Spraberry Farm from West Grain Seeds, Inc., Agri-Enterprises, LLC, and Pawnee Buttes Seed, Inc.;

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 the fall and spring seed for Spraberry Farm from West Grain Seeds, Inc., Helena Agri-Enterprises, LLC, and Pawnee Buttes Seed, Inc., for a total cost of $144,772.00.

SECTION TWO. That upon receipt of proper invoice or statement approved by the City Manager, the City Comptroller is hereby authorized and directed to pay for said herbicide for Spraberry Farm out of funds available in the Water and Sewer Fund.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 21000110 **Spring and Fall Seed** **OPENED** October 30, 2020			Pawnee Buttes Seed 605 25th Street Greeley, CO 80632 Don Hijar (970) 356-7002		West Gaines Seed, Inc. 5017 122nd St. Lubbock, TX 79424 B. Prince (806) 698-6352		Helena Agri-Enterprises LLC P.O. Box 1367 Stanton, TX 79782 Will Wagner (432) 756-2888	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	185180	Pounds, Weathermaster Beardless Wheat Seed	NO BID	NO BID	0.24	$43,522.00	0.38	$70,368.40
	50 lb bags	Brand Name:			West Gaines		TAM 204	
		Package QTY:			3704		Bulk	
2	11796	Bags, Cotton	NO BID	NO BID	NO BID	NO BID	6.00	$70,800.00
	50 lb bags	Brand Name:					DP 2044	
		Package QTY:					230 K bag (236 50 lb bags)	
3	23100	Bags, Red Top Cane Hay Grazer	NO BID	NO BID	NO BID	$0.00	0.50	$11,550.00
	50 lb bags	Brand Name:					Sweet Grazer Plus	
		Package QTY:					50 lb bag	
4	6300	Pounds, Jose Wheatgrass Seed	3.00	$18,900.00	NO BID	NO BID	5.00	$31,500.00
	50 lb bags	Brand Name:	Jose, Cert, Tall Wheatgrass				Jose Wheatgrass	
		Package QTY:	50 lb bags				50 lb bag	
		Delivery	4 Days ARO or as needed		Anytime needed		7 Days ARO or as needed	
					24 hr. notice			
		TOTAL PROPOSAL		$18,900.00		$43,522.00		$184,218.40

City of Midland - Bid Tabulation

BID # 21000110 **Spring and Fall Seed** **OPENED** October 30, 2020			Pawnee Buttes Seed 605 25th Street Greeley, CO 80632 Don Hijar (970) 356-7002		West Gaines Seed, Inc. 5017 122nd St. Lubbock, TX 79424 B. Prince (806) 698-6352		Helena Agri-Enterprises LLC P.O. Box 1367 Stanton, TX 79782 Will Wagner (432) 756-2888	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	185180	Pounds, Weathermaster Beardless Wheat Seed	NO BID	NO BID	0.24	$43,522.00	0.38	$70,368.40
	50 lb bags	Brand Name:			West Gaines		TAM 204	
		Package QTY:			3704		Bulk	
2	11796	Bags, Cotton	NO BID	NO BID	NO BID	NO BID	6.00	$70,800.00
	50 lb bags	Brand Name:					DP 2044	
		Package QTY:					230 K bag (236 50 lb bags)	
3	23100	Bags, Red Top Cane Hay Grazer	NO BID	NO BID	NO BID	$0.00	0.50	$11,550.00
	50 lb bags	Brand Name:					Sweet Grazer Plus	
		Package QTY:					50 lb bag	
4	6300	Pounds, Jose Wheatgrass Seed	3.00	$18,900.00	NO BID	NO BID	5.00	$31,500.00
	50 lb bags	Brand Name:	Jose, Cert, Tall Wheatgrass				Jose Wheatgrass	
		Package QTY:	50 lb bags				50 lb bag	
		Delivery	4 Days ARO or as needed		Anytime needed		7 Days ARO or as needed	
					24 hr. notice			
		TOTAL PROPOSAL		$18,900.00		$43,522.00		$184,218.40

City Council Meeting

Item Number: 14

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 310L BACKHOE LOADER FROM YELLOWHOUSE MACHINERY CO. AT A TOTAL COST OF $110,173.01 THROUGH BUYBOARD (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of one (1) John Deere 310L Backhoe Loader from Yellowhouse Machinery Co. through Buyboard contract 597-19 for a cost of $110,173.01 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing is available in the Garage Fund

Discussion:

Staff recommends purchasing a John Deere 310L Backhoe from Yellowhouse Machinery Company through Buyboard 597-19. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This unit is a replacement for the Parks and Recreation Division. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) John Deere 310L Backhoe from Yellowhouse Machinery Company through Buyboard contract 597-19 for a cost of $110,173.01.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board # 597-19 for the purchase of a John Deer 310L Backhoe

DATE: 10/28/20

Fleet services is requesting the purchase of (1) one John Deere 310L Backhoe. This new unit will be replacing an old unit, that the overall cost to repair the old unit will supersede its value due to wear and tear. Budgeted amount for FY2021 is $110,000 for a new Backhoe. Purchasing amount is $110,173.01 for (1) one John Deer 310L Backhoe.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

CITY OF MIDLAND

Community Services Department
Parks Division
Interoffice Memorandum

Date: November 5, 2020
To: Robert Patrick, Interim City Manager
From: Tina Jauz, Community Services Director
Subject: Purchase of Backhoe – Parks Division.

The Community Services Department recommends the purchase of a backhoe for the Parks Division.

The backhoe is an essential piece of equipment that the Parks division uses on a daily basis. It is primarily used by the Construction Equipment Operator to prepare sports fields, such as grading and applying field conditioners. It is also used to work on playground areas to excavate and install mulch. The backhoe is also needed to excavate for concrete work such as sidewalk construction.

Parks is called on at times by Animal Control to move deceased livestock. The backhoe is used for this purpose as well.

Parks currently has one backhoe, and it was sent to this division after being used by another department. It is now constantly leaking oil and the drive train is worn out.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 310L BACKHOE LOADER FROM YELLOWHOUSE MACHINERY CO. AT A TOTAL COST OF $110,173.01 THROUGH BUYBOARD

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

WHEREAS, Yellowhouse Machinery Co. submitted a total proposed cost to the City of $110,173.01 for the purchase of a John Deere 310L Backhoe Loader through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Yellowhouse Machinery Co. through Buyboard for a John Deere 310L Backhoe Loader to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a John Deere 310L Backhoe Loader from Yellowhouse Machinery Co. through Buyboard;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to purchase a John Deere 310L Backhoe Loader from Yellowhouse Machinery Co. through Buyboard for a total cost of $110,173.01.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Yellowhouse Machinery Co. for said John Deere 310L Backhoe Loader from funds available in the Garage Fund 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., 2020, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:

CITY OF MIDLAND PARKS AND REC DEPARTMENT
2300 BUTTERNUT LN
MIDLAND, TX 79705

Prepared By:

REID LAYTON
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
reidl@yellowhouse.us

BUYBOARD# 597-19

Quote Id: 21405960
Created On: 13 March 2020
Last Modified On: 30 October 2020
Expiration Date: 25 November 2020

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 310L BACKHOE LOADER	$ 107,408.01	X	1	=	$ 107,408.01
John Deere Extended Warranty-60MTH 5000HR PT&H FULL, 5000Total Hours or 60Total Months, $ 0.00 Deductible	$ 2,765.00	X	1	=	$ 2,765.00
Sub Total					**$ 110,173.01**
Equipment Total					**$ 110,173.01**

Quote Summary	
Equipment Total	$ 110,173.01
SubTotal	$ 110,173.01
Total	$ 110,173.01
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 110,173.01**

Exhibit A
14.789

PACKET

November 17, 2020

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 21405960 **Customer:** CITY OF MIDLAND PARKS AND REC DEPARTMENT

JOHN DEERE 310L BACKHOE LOADER

Hours:
Stock Number:

Description	Qty	Unit	Selling Price $ 107,408.01 Extended
310L BACKHOE LOADER	1	$ 116,605.00	$ 116,605.00
Standard Options - Per Unit			
JDLink Ultimate 5 Year Subscription	1	$ 0.00	$ 0.00
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	$ 7,231.00	$ 7,231.00
Cab	1	$ 11,983.00	$ 11,983.00
English Decals with English Operator and Safety Manuals	1	$ 0.00	$ 0.00
Mechanical Front Wheel Drive (MFWD) with Open Differential	1	$ 0.00	$ 0.00
Galaxy 19.5L - 24 in. 12 PR Rear & 12-16.5 R4 12PR Front	1	$ 0.00	$ 0.00
Pilot Controls, Two Lever, with Pattern Selection	1	$ 2,665.00	$ 2,665.00
Multi-Brand Quick Coupler	1	$ 1,437.00	$ 1,437.00
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	$ 1,370.00	$ 1,370.00
Extendible Dipperstick	1	$ 9,695.00	$ 9,695.00
No Auxiliary	1	$ 0.00	$ 0.00
Loader Coupler, 2-Function Hydraulics, Single Lever	1	$ 6,829.00	$ 6,829.00
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1	$ 3,522.00	$ 3,522.00
750 Lb. (340 kg) Front Counterweight	1	$ 998.00	$ 998.00
Dual Maintenance Free Batteries With Disconnect and Jump Post	1	$ 544.00	$ 544.00
Chrome Exhaust Extension	1	$ 178.00	$ 178.00
Machine Security	1	$ 454.00	$ 454.00
LED Light Package	1	$ 1,053.00	$ 1,053.00
Left Side Console Storage with Cup Holders	1	$ 81.00	$ 81.00
Diagnostic Oil Sampling Ports	1	$ 207.00	$ 207.00
Strobe Light with Magnetic Mount	1	$ 588.00	$ 588.00
Radio, Bosch Premium Package	1	$ 1,356.00	$ 1,356.00
Standard Options Total			**$ 50,191.00**
Dealer Attachments			

Confidential

Selling Equipment

Quote Id: 21405960 **Customer:** CITY OF MIDLAND PARKS AND REC DEPARTMENT

	ARROW BKH FORKS 2X6X60 96IN WIDE NON FL Stock Number:63846	1	$ 4,500.00	$ 4,500.00
	Dealer Attachments Total			**$ 4,500.00**
	Service Agreements			
	John Deere Extended Warranty - 60MTH 5000HR PT&H	1	$ 2,765.00	$ 2,765.00
	Service Agreements Total			**$ 2,765.00**
	Suggested Price			**$ 174,061.00**
	Customer Discounts			
	Customer Discounts Total		**$ -63,887.99**	**$ -63,887.99**
Total Selling Price				**$ 110,173.01**

Confidential

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:

CITY OF MIDLAND PARKS AND REC DEPARTMENT
2300 BUTTERNUT LN
MIDLAND, TX 79705

Prepared By:

REID LAYTON
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
reidl@yellowhouse.us

BUYBOARD# 597-19

Quote Id: 21405960
Created On: 13 March 2020
Last Modified On: 30 October 2020
Expiration Date: 25 November 2020

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 310L BACKHOE LOADER	$ 107,408.01	X	1	=	$ 107,408.01
John Deere Extended Warranty-60MTH 5000HR PT&H FULL, 5000Total Hours or 60Total Months, $ 0.00 Deductible	$ 2,765.00	X	1	=	$ 2,765.00
Sub Total					**$ 110,173.01**
Equipment Total					**$ 110,173.01**

Quote Summary	
Equipment Total	$ 110,173.01
SubTotal	$ 110,173.01
Total	$ 110,173.01
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 110,173.01**

PACKET 14.792 November 17, 2020

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote Id: 21405960 **Customer:** CITY OF MIDLAND PARKS AND REC DEPARTMENT

JOHN DEERE 310L BACKHOE LOADER

Hours:
Stock Number:

Description	Qty	Unit	Selling Price $ 107,408.01 Extended
310L BACKHOE LOADER	1	$ 116,605.00	$ 116,605.00
Standard Options - Per Unit			
JDLink Ultimate 5 Year Subscription	1	$ 0.00	$ 0.00
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	$ 7,231.00	$ 7,231.00
Cab	1	$ 11,983.00	$ 11,983.00
English Decals with English Operator and Safety Manuals	1	$ 0.00	$ 0.00
Mechanical Front Wheel Drive (MFWD) with Open Differential	1	$ 0.00	$ 0.00
Galaxy 19.5L - 24 in. 12 PR Rear & 12-16.5 R4 12PR Front	1	$ 0.00	$ 0.00
Pilot Controls, Two Lever, with Pattern Selection	1	$ 2,665.00	$ 2,665.00
Multi-Brand Quick Coupler	1	$ 1,437.00	$ 1,437.00
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	$ 1,370.00	$ 1,370.00
Extendible Dipperstick	1	$ 9,695.00	$ 9,695.00
No Auxiliary	1	$ 0.00	$ 0.00
Loader Coupler, 2-Function Hydraulics, Single Lever	1	$ 6,829.00	$ 6,829.00
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1	$ 3,522.00	$ 3,522.00
750 Lb. (340 kg) Front Counterweight	1	$ 998.00	$ 998.00
Dual Maintenance Free Batteries With Disconnect and Jump Post	1	$ 544.00	$ 544.00
Chrome Exhaust Extension	1	$ 178.00	$ 178.00
Machine Security	1	$ 454.00	$ 454.00
LED Light Package	1	$ 1,053.00	$ 1,053.00
Left Side Console Storage with Cup Holders	1	$ 81.00	$ 81.00
Diagnostic Oil Sampling Ports	1	$ 207.00	$ 207.00
Strobe Light with Magnetic Mount	1	$ 588.00	$ 588.00
Radio, Bosch Premium Package	1	$ 1,356.00	$ 1,356.00
Standard Options Total			**$ 50,191.00**
Dealer Attachments			

Confidential

Selling Equipment

Quote Id: 21405960 **Customer:** CITY OF MIDLAND PARKS AND REC DEPARTMENT

	ARROW BKH FORKS 2X6X60 96IN WIDE NON FL Stock Number:63846	1	$ 4,500.00	$ 4,500.00
	Dealer Attachments Total			**$ 4,500.00**
	Service Agreements			
	John Deere Extended Warranty - 60MTH 5000HR PT&H	1	$ 2,765.00	$ 2,765.00
	Service Agreements Total			**$ 2,765.00**
	Suggested Price			**$ 174,061.00**
	Customer Discounts			
	Customer Discounts Total		**$ -63,887.99**	**$ -63,887.99**
Total Selling Price				**$ 110,173.01**

Confidential

Vendor Contract Information

Vendor Name	Yellowhouse Machinery Co.
Contact	Colby Morrison
Phone Number	8063351681
Email	colbym@yellowhouse.us
Website	www.yellowhousemachinery.com
Federal ID	75-0982959
Accepts RFQs	Yes
Address Line 1	11500 I40 East
Vendor City	Amarillo
Vendor Zip	79120
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	9, 14, 15, 16, 17, 18
States Served	Oklahoma
Contract Name	Construction, Road and Bridge, Ditching, Trenching, and Other Equipment
Contract #	597-19
Effectiv Date	2019-12-01
Expiration Date	2022-11-30
Quote Reference Number	597-19

City Council Meeting

Item Number: 15

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF ONE HUNDRED THIRTY (130) 2021 YAMAHA ELECTRIC GOLF CARTS FROM METRO GOLF CARS, INC., THROUGH BUYBOARD AT A TOTAL COST OF $373,750.00; AND AUTHORIZING THE TRADE-IN OF ONE HUNDRED THIRTY (130) CITY-OWNED YAMAHA DRIVE 2 GOLF CARTS (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of one hundred thirty (130) 2021 Yamaha electric golf carts from Metro Golf Cars, Inc. through Buyboard contract 611-20 for a net cost of $373,750.00 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing is available in the Garage Fund

Discussion:

These golf carts are a budgeted replacement. The replacement of the current golf carts at 36 months will insure that the City will not have the expense of installing new batteries and there will be no warranty lapse. The current 2018 Yamaha Drive 2 golf carts that will be traded-in were purchased on a 36 month buyback guarantee. Metro Golf Cars, Inc. are also including a Yamaha UMAX Two EFI Gas Utility Car at no charge. The 2021 Yamaha Drive 2 golf carts are available through Buyboard contract #611-20. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases.

Therefore, please consider approval of a resolution authorizing the purchase of one hundred thirty (130) 2021 Yamaha Drive 2 golf carts from Metro Golf Cars, Inc. of Ft. Worth, Texas and the trade-in of one hundred thirty (130) Yamaha Drive 2 golf carts, for a total cost of $373,750.00.



City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board #611-20 purchase of 130 Yamaha Golf Carts

DATE: 10/29/20

Fleet services is requesting the purchase of (130) Electric Golf Carts. They will be replacing a fleet that is worn out and deteriorating and have gone beyond their useful service life. Budgeted amount for FY2021 is $377,000 for (130) electric golf carts. Purchasing amount will be $373,750.00 for option #1 (130) Yamaha electric golf carts. The purchasing amount is the total amount after the trade in value of $1,500.00 (per cart) has been added for a trade in value of $195,000.00 then subtracted from the total new fleet price of $568,750.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF ONE HUNDRED THIRTY (130) 2021 YAMAHA ELECTRIC GOLF CARTS FROM METRO GOLF CARS, INC., THROUGH BUYBOARD AT A TOTAL COST OF $373,750.00; AND AUTHORIZING THE TRADE-IN OF ONE HUNDRED THIRTY (130) CITY-OWNED YAMAHA DRIVE 2 GOLF CARTS

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, Metro Golf Cars, Inc., has submitted a total proposed cost to the City of $373,750.00 for the purchase of one hundred thirty (130) 2021 Yamaha electric golf carts through Buyboard, contingent upon the trade-in of one hundred thirty (130) City-owned Yamaha Drive 2 golf carts, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Metro Golf Cars, Inc., for one hundred thirty (130) 2021 Yamaha electric golf carts to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase one hundred thirty (130) 2021 Yamaha electric golf carts from Metro Golf Cars, Inc., and to trade in of one hundred thirty (130) City-owned Yamaha Drive 2 golf carts through Buyboard;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to purchase one hundred thirty (130) 2021 Yamaha electric golf carts, through Buyboard, at a total cost of $373,750.00, and to trade in of one hundred thirty (130) City-owned Yamaha Drive 2 golf carts to Metro Golf Cars, Inc., to effectuate said purchase.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Metro Golf Cars, Inc., for said golf carts from funds available in the Garage Fund 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Metro Golf Cars, Inc. Proposal

Prepared for:

HOGAN PARK

GOLF COURSE

(Buy-Board # 611-20)

Presented By
Yamaha Sales Representative

David Stewart
North Texas District Sales Manager, Yamaha
October 28, 2020

Exhibit A

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

2021 ~ Yamaha Drive2
"AC" Electric Golf Car

The 2021 Yamaha 48-volt Electric Yamaha Drive Golf Cars equipped with a 4.4 horsepower motor that is high quality, highly efficient and whisper quiet. The 2021 Yamaha Drive features an automotive ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame that is protected by an 18-step paint process and a polypropylene structural floor that makes it 2.5 times stronger than our previous model yet is also 20 % lighter. The 2020 Yamaha Drive Golf Car is not only built for durability, but also comfort. The Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and largest canopy top in the industry. With the largest area of entry and egress, automotive style dash and fully independent Tru-Trak II front suspension the Yamaha Drive has been designed to meet all your customer's needs.

Standard "Electric Car" Features

* 48 Volt Electric "AC" Motor with 3.7 horsepower
* Reliable "Trojan 8 volt T875" Batteries
* Yamaha Built Electric Battery Charger
* De-Ionizer & Fill Hose for Watering System
* Yamaha Built Motor Control Unit
* 5 MPH Crash Rated – Matching Bumpers
* Fully Independent Front Suspension
* Maintenance-Free Rack and Pinion Steering
* Perma-Lubed Sealed Ball Bearings
* Clima-Guard Top with Dual Rain Gutters
* Sentry Wraparound Protection
* Trojan Hydro-Link Battery Water System
* Rear Drum Brakes
* Automotive Style Dash with 4 Drink Holders
* Largest Most Comfortable Seat in the Industry
* Largest Vinyl-Coated Sweater Basket
* Thermoplastic Olefin Body
* Coil Springs Over Hydraulic Shock Absorbers

Accessories Added Per Car

* Wheel Covers
* (2) Information Holders (Windshield & Top)
* Clear Split Windshield
* Battery De-Ionizer
* Fleet Numbers (2 per car)
* Dual Sand Bottles
* (2) USB Ports (Driver and Passenger Side)
* Water Fill Hose

*** Additional accessories available upon request ***

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Standard Fleet Car Color Choices



Glacier White



Sunstone Beige

*** All cars come with standard contoured stone color seats and tops ***

Upgraded Color Choices

SOLID COLORS

** Emerald Green

** Garnet Red

METALLIC COLORS

** Moonstone Silver

** Mica Bronze

** Carbon Grey

** Bluestone Blue

** Artic Drift Matte Blue

*** Price is quoted as standard color option ***

*** Upgraded Colors add $100.00 per car ***

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha "UMAX Two" "EFI Gas" Utility Car



Standard Equipped UMAX Two Utility Car

* Yamaha built 402cc gas engine with 14.25 hp
* Most fuel-efficient gas engine in the industry
* 20" Wheels
* 2" Receiver
* Quick release single handle Tailgate
* Carbo Bed Size (41.1" L x 45.9" W x 11.9" H)
* Head Lights
* Luxurious Bucket Seats
* Rack & Pinion Steering
* Front Hood Storage Area
* Aluminum Cargo Bed
* Cargo Bed Capacity – 800 Lbs.

Accessories Included

* Sun Top
* Choice of Body Color
* USB Ports
* Hinged Clear Windshield

The above quotations do not include any applicable taxes or insurance and is subject to the final approval of Yamaha Golf Car Company; additional documentation to follow. This quotation is good for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Pricing Options

Current Fleet ~ Yamaha Electric Car (130 Cars)

Hogan Park Golf Course currently has a fleet of 130 – 2018 Yamaha Electric DC Golf Cars. Yamaha Golf Car Company has offered in the prior agreement to purchase these cars back from Hogan Park Golf Course for $1500.00 per car for a total of $195.000.00. Yamaha Golf Car Company will use this amount as a trade variance to lower the cost of the new fleet of 2021 Yamaha AC Golf Cars. All cars must be in running condition with normal wear and tear and all chargers in working condition on the day Yamaha Golf Car will take possession.

New Fleet Option #1

2021 AC Electric Car (130 Cars)		**Per Car Price**	**Total Fleet Price**
❖ Trojan 875 Lead Acid Battery Option • (4 year or 25,000 Amp Hour Warranty)	~	$ 4,375.00 (per car)	$ 568,750.00
❖ Trade In Pricing (Listed above)	~	$ 1,500.00 (per car)	$ 195,000.00
❖ Total Purchase Price	~	$ 2,825.00 (per car)	$ 373,750.00

****

2021 UMAX Two EFI Gas Utility Car (1 Car)

❖ Yamaha Golf Car Company would like to offer Hogan Park Golf Course this UMAX utility car at NO CHARGE

****

Yamaha Guaranteed Buy-Back

❖ Yamaha Golf Car will guarantee to purchase the fleet of 2021 Cars back from Hogan Park after 36 months for the following values listed below provided all the cars are running with all the accessories and parts as delivered, all chargers are functioning properly. Normal wear and tear is accepted.

- 2021 AC Cars with Trojan 875 Batteries - $1600.00 per car ~ $ 208,000.00

** Prices above are quoted using standard color options & Buy–Board Pricing thru Yamaha Dealer Metro Golf Cars **

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha Fleet Car Warranty

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Pedals	3 Years
Brakes (excluding shoes / pads)	4 Years
Electrical wires, switches, and relays	3 Years
Suspension / Steering components	4 Years
Seats	2 Years
Sun Top	4 Years
Bumpers / Body Parts	3 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	3 Years
Common Accessories	
Windshield	3 Years
Sand Bottle / Sand Bottle / Cooler	3 Years
Information Holder / Bag Cover	3 Years

Electric Car (DC or AC motor) Specific	
Battery - Trojan ' T875 ' with HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	4 Years
Motor Controller / Charger	4 Years
Charger Cord	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
GAS Car (QuieTech and Carb) specific	
Exhaust / Intake / Generator	4 Years
Gas Engine	4 Years
Throttle Cables / Controls	3 Years
Battery	1 Years
Clutch (excluding drive belt)	4 Years
All Remaining Parts	1 Years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

I HAVE READ AND AGREE TO THE ABOVE CONDITIONS SET FORTH IN THIS WARRANTY: _____

Initial

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha Utility Car Warranty

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	2 Years
Transaxle	2 Years
Pedals	2 Years
Brakes (excluding shoes / pads)	2 Years
Electrical wires, switches, and relays	2 Years
Suspension / Steering components	2 Years
Seats	2 Years
Sun Top	2 Years
Bumpers / Body Parts	2 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	2 Years
Common Accessories	
Windshield	3 Years
Head Light	2 Years
Tail Light	2 Years

Electric Car Specific	
Battery - Trojan ' T875 ' <u>without</u> HydroLink Watering System	4 Years or 23,500 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	2 Years
Motor Controller / Charger	2 Years
Charger Cord	2 Years
Charger Receptacle	2 Years
Throttle Position Sensor	2 Years
GAS Car specific	
Exhaust / Intake / Generator	2 Years
Gas Engine	2 Years
Throttle Cables / Controls	2 Years
Battery	1 Years
Clutch (excluding drive belt)	2 Years
All Remaining Parts	1 years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

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I HAVE READ AND AGREE TO THE ABOVE CONDITIONS SET FORTH IN THIS WARRANTY: _____

Initial

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Additional Information

Fleet Service: Yamaha Golf Car Company's Authorized Dealer Service will complete all warranty service on your new Yamaha Golf Car. I'm sure you will enjoy the benefits of having this service along with the Authorized Dealers professionalism during course visits.

Fleet Maintenance: In consideration of our mutual goal for outstanding fleet performance, Hogan Park Golf Course agrees to the following:

- To keep cars clean, rotate usage and repair flats
- Maintain batteries, Perform Tune-up at proper time for gas cars
- Have proper cars available for service technicians on scheduled visits
- Provide technician a list of cars requiring unscheduled maintenance
- Report any damage due to vandalism within 24 hours

Pricing Quoted: The quotations do not include any applicable taxes or insurance and is subject to the final approval of Yamaha Golf Car Company. This quotation is good for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Fleet Set Up: Yamaha Golf Car Company will provide all labor for new car set up which will include tops and all accessories for all fleet cars.

Insurance: It is the responsibility of Hogan Park Golf Course to provide the proper insurance for the new fleet of Yamaha Golf Cars.

The above quotation is subject to credit and management approval of Yamaha and is valid for 30 days.
If the proposal is acceptable under the above terms, please sign, date and return to
Yamaha District Sales Manager
David Stewart by email or fax listed below:
Email ~ david_stewart@yamaha-motor.com *Fax # ~ (210) 579-7316*

Accepted By: _____ _____ *Date:* _____
Hogan Park Golf Course ~ Signature *Hogan Park Golf Course ~ Print*

Accepted By: ***David Stewart*** ***Ben King*** *Date:* ***11-04-20***
Yamaha District Sales Manager *Metro Golf Cars General Manager*

Metro Golf Cars, Inc. Proposal

Prepared for:

HOGAN PARK

GOLF COURSE

(Buy-Board # 611-20)

Presented By
Yamaha Sales Representative

David Stewart
North Texas District Sales Manager, Yamaha
October 28, 2020

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

2021 ~ Yamaha Drive2
"AC" Electric Golf Car

The 2021 Yamaha 48-volt Electric Yamaha Drive Golf Cars equipped with a 4.4 horsepower motor that is high quality, highly efficient and whisper quiet. The 2021 Yamaha Drive features an automotive ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame that is protected by an 18-step paint process and a polypropylene structural floor that makes it 2.5 times stronger than our previous model yet is also 20 % lighter. The 2020 Yamaha Drive Golf Car is not only built for durability, but also comfort. The Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and largest canopy top in the industry. With the largest area of entry and egress, automotive style dash and fully independent Tru-Trak II front suspension the Yamaha Drive has been designed to meet all your customer's needs.

Standard "Electric Car" Features

* 48 Volt Electric "AC" Motor with 3.7 horsepower
* Reliable "Trojan 8 volt T875" Batteries
* Yamaha Built Electric Battery Charger
* De-Ionizer & Fill Hose for Watering System
* Yamaha Built Motor Control Unit
* 5 MPH Crash Rated – Matching Bumpers
* Fully Independent Front Suspension
* Maintenance-Free Rack and Pinion Steering
* Perma-Lubed Sealed Ball Bearings
* Clima-Guard Top with Dual Rain Gutters
* Sentry Wraparound Protection
* Trojan Hydro-Link Battery Water System
* Rear Drum Brakes
* Automotive Style Dash with 4 Drink Holders
* Largest Most Comfortable Seat in the Industry
* Largest Vinyl-Coated Sweater Basket
* Thermoplastic Olefin Body
* Coil Springs Over Hydraulic Shock Absorbers

Accessories Added Per Car

* Wheel Covers
* (2) Information Holders (Windshield & Top)
* Clear Split Windshield
* Battery De-Ionizer
* Fleet Numbers (2 per car)
* Dual Sand Bottles
* (2) USB Ports (Driver and Passenger Side)
* Water Fill Hose

*** Additional accessories available upon request ***

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Standard Fleet Car Color Choices



Glacier White



Sunstone Beige

*** All cars come with standard contoured stone color seats and tops ***

Upgraded Color Choices

SOLID COLORS

** Emerald Green

** Garnet Red

METALLIC COLORS

** Moonstone Silver

** Mica Bronze

** Carbon Grey

** Bluestone Blue

** Artic Drift Matte Blue

*** Price is quoted as standard color option ***

*** Upgraded Colors add $100.00 per car ***

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha "UMAX Two" "EFI Gas" Utility Car



Standard Equipped UMAX Two Utility Car

* Yamaha built 402cc gas engine with 14.25 hp
* Most fuel-efficient gas engine in the industry
* 20" Wheels
* 2" Receiver
* Quick release single handle Tailgate
* Carbo Bed Size (41.1" L x 45.9" W x 11.9" H)
* Head Lights
* Luxurious Bucket Seats
* Rack & Pinion Steering
* Front Hood Storage Area
* Aluminum Cargo Bed
* Cargo Bed Capacity – 800 Lbs.

Accessories Included

* Sun Top
* Choice of Body Color
* USB Ports
* Hinged Clear Windshield

The above quotations do not include any applicable taxes or insurance and is subject to the final approval of Yamaha Golf Car Company; additional documentation to follow. This quotation is good for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Pricing Options

Current Fleet ~ Yamaha Electric Car (130 Cars)

Hogan Park Golf Course currently has a fleet of 130 – 2018 Yamaha Electric DC Golf Cars. Yamaha Golf Car Company has offered in the prior agreement to purchase these cars back from Hogan Park Golf Course for $1500.00 per car for a total of $195.000.00. Yamaha Golf Car Company will use this amount as a trade variance to lower the cost of the new fleet of 2021 Yamaha AC Golf Cars. All cars must be in running condition with normal wear and tear and all chargers in working condition on the day Yamaha Golf Car will take possession.

New Fleet Option #1

2021 AC Electric Car (130 Cars)		**Per Car Price**	**Total Fleet Price**
❖ Trojan 875 Lead Acid Battery Option • (4 year or 25,000 Amp Hour Warranty)	~	$ 4,375.00 (per car)	$ 568,750.00
❖ Trade In Pricing (Listed above)	~	$ 1,500.00 (per car)	$ 195,000.00
❖ Total Purchase Price	~	$ 2,825.00 (per car)	$ 373,750.00

****

2021 UMAX Two EFI Gas Utility Car (1 Car)

❖ Yamaha Golf Car Company would like to offer Hogan Park Golf Course this UMAX utility car at NO CHARGE

****

Yamaha Guaranteed Buy-Back

❖ Yamaha Golf Car will guarantee to purchase the fleet of 2021 Cars back from Hogan Park after 36 months for the following values listed below provided all the cars are running with all the accessories and parts as delivered, all chargers are functioning properly. Normal wear and tear is accepted.

- 2021 AC Cars with Trojan 875 Batteries - $1600.00 per car ~ $ 208,000.00

** Prices above are quoted using standard color options & Buy–Board Pricing thru Yamaha Dealer Metro Golf Cars **

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha Fleet Car Warranty

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Pedals	3 Years
Brakes (excluding shoes / pads)	4 Years
Electrical wires, switches, and relays	3 Years
Suspension / Steering components	4 Years
Seats	2 Years
Sun Top	4 Years
Bumpers / Body Parts	3 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	3 Years
Common Accessories	
Windshield	3 Years
Sand Bottle / Sand Bottle / Cooler	3 Years
Information Holder / Bag Cover	3 Years

Electric Car (DC or AC motor) Specific	
Battery - Trojan ' T875 ' with HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	4 Years
Motor Controller / Charger	4 Years
Charger Cord	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
GAS Car (QuieTech and Carb) specific	
Exhaust / Intake / Generator	4 Years
Gas Engine	4 Years
Throttle Cables / Controls	3 Years
Battery	1 Years
Clutch (excluding drive belt)	4 Years
All Remaining Parts	1 Years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

I HAVE READ AND AGREE TO THE ABOVE CONDITIONS SET FORTH IN THIS WARRANTY: _____

Initial

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Yamaha Utility Car Warranty

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	2 Years
Transaxle	2 Years
Pedals	2 Years
Brakes (excluding shoes / pads)	2 Years
Electrical wires, switches, and relays	2 Years
Suspension / Steering components	2 Years
Seats	2 Years
Sun Top	2 Years
Bumpers / Body Parts	2 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	2 Years
Common Accessories	
Windshield	3 Years
Head Light	2 Years
Tail Light	2 Years

Electric Car Specific	
Battery - Trojan ' T875 ' <u>without</u> HydroLink Watering System	4 Years or 23,500 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	2 Years
Motor Controller / Charger	2 Years
Charger Cord	2 Years
Charger Receptacle	2 Years
Throttle Position Sensor	2 Years
GAS Car specific	
Exhaust / Intake / Generator	2 Years
Gas Engine	2 Years
Throttle Cables / Controls	2 Years
Battery	1 Years
Clutch (excluding drive belt)	2 Years
All Remaining Parts	1 years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

I HAVE READ AND AGREE TO THE ABOVE CONDITIONS SET FORTH IN THIS WARRANTY: _____

Initial

PROPOSAL

Prepared For

Hogan Park Golf Club

October 28, 2020

Additional Information

Fleet Service: Yamaha Golf Car Company's Authorized Dealer Service will complete all warranty service on your new Yamaha Golf Car. I'm sure you will enjoy the benefits of having this service along with the Authorized Dealers professionalism during course visits.

Fleet Maintenance: In consideration of our mutual goal for outstanding fleet performance, Hogan Park Golf Course agrees to the following:

- To keep cars clean, rotate usage and repair flats
- Maintain batteries, Perform Tune-up at proper time for gas cars
- Have proper cars available for service technicians on scheduled visits
- Provide technician a list of cars requiring unscheduled maintenance
- Report any damage due to vandalism within 24 hours

Pricing Quoted: The quotations do not include any applicable taxes or insurance and is subject to the final approval of Yamaha Golf Car Company. This quotation is good for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Fleet Set Up: Yamaha Golf Car Company will provide all labor for new car set up which will include tops and all accessories for all fleet cars.

Insurance: It is the responsibility of Hogan Park Golf Course to provide the proper insurance for the new fleet of Yamaha Golf Cars.

The above quotation is subject to credit and management approval of Yamaha and is valid for 30 days.
If the proposal is acceptable under the above terms, please sign, date and return to
Yamaha District Sales Manager
David Stewart by email or fax listed below:
Email ~ david_stewart@yamaha-motor.com *Fax # ~ (210) 579-7316*

Accepted By: _____ _____ *Date:* _____
Hogan Park Golf Course ~ Signature *Hogan Park Golf Course ~ Print*

Accepted By: ***David Stewart*** ***Ben King*** *Date:* ***11-04-20***
Yamaha District Sales Manager *Metro Golf Cars General Manager*

Vendor Contract Information Summary

Vendor Name	Metro Golf Cars
Contact	Ben
Phone Number	8179215491
Email	ben@metrogolfcars.com
Website	www.metrogolfcars.com
Federal ID	75-1287191
Accepts RFQs	Yes
Address Line 1	4063 S. Freeway
Vendor City	Fort Worth
Vendor Zip	76110
Vendor State	TX
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	Yes
Certificate Number	1751287191800
Certifying Agency	State of Texas / Texas Comptroller of Public Accounts
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	Yes
Regions Served	All Texas Regions
States Served	All States
Contract Name	Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations
Contract #	611-20
Effective Date	06/01/2020
Expiration Date	05/31/2023
Quote Reference Number	611-20

Return Policy	Product may be returned, if product deemed defective, up to 14 days.

City Council Meeting

Item Number: 16

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the Interim City Manager or the Interim City Manager's designee to advertise a request for proposals for the Water and Sewer System Improvements - Briarwood Avenue Utility Improvements Project for the Utilities Department. (GENERAL SERVICES)

Purpose:

Approval of a motion authorizing the Interim City Manager or the Interim City Manager's designee to advertise a request for proposals for the Water and Sewer System Improvements - Briarwood Avenue Utility Improvements Project for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Resolution 2016-006 selected Parkhill, Smith & Cooper, Inc. for on-call engineering services for the Utilities Department. Staff recommends issuing a request for proposals for the Water and Sewer System Improvements - Briarwood Avenue Utility Improvements Project which includes extension of a sewer line along Briarwood from Avalon to Fire Station 11. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Carl Craigo, P.E., Utilities Director

SUBJECT: Consider a Resolution Approving Plans and Specifications & Authorizing Advertisement for Bids for Briarwood wastewater main extension.

DATE: November 17, 2020

Parkhill was awarded a contract for engineering services related to the design and bid services for Briarwood wastewater main extension under our on-call agreement (Resolution 2016-006). The plans and specifications are complete and are now ready to be approved for bidding purposes.

The project will extend sewer along Briarwood from Avalon to fire station 11.

The Utilities department requests to bid the Briarwood project, after review of the bids/bidders, a resolution for approval for bid award will be brought to Council for approval to move forward with this work. This project will be paid for out of the Utilities operating fund.

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

Wastewater System Improvements

Briarwood Avenue Utility Improvements

November | 2020

Parkhill Project # 01287920

PACKET 16.822 November 17, 2020

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

Wastewater System Improvements

Briarwood Avenue Utility Improvements

MIDLAND
Feel the Energy!

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
137904
LICENSED PROFESSIONAL ENGINEER
11/06/2020

November | 2020

Parkhill Project # 01287920

PACKET 16.823 November 17, 2020

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 13	Advertisement for Bids	1
00 20 13	Instructions to Bidders	9
00 41 00	Bid Form	5
00 43 13	Bid Bond	2
00 45 13	Bidder's Qualifications Statement	9
00 52 00	Agreement Between Owner and Contractor for Construction Contract	6
00 61 13.13	Performance Bond	2
00 61 13.16	Payment Bond	2
00 72 00	Standard General Conditions of the Construction Contract	69
00 73 14	Supplementary Conditions	8

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	Summary	2
01 20 00	Price and Payment Procedures	2
01 22 00	Measurement and Payment	4
01 25 00	Substitution Procedures	2
01 30 00	Administrative Requirements	3
01 32 16	Construction Progress Schedule	2
01 33 00	Submittal Procedures	3
01 40 00	Quality Requirements	3
01 50 00	Temporary Facilities and Controls	4
01 57 23	Temporary Stormwater Pollution Control	2
01 60 00	Product Requirements	2
01 70 00	Execution and Closeout Requirements	6

DIVISION 02 – EXISTING CONDITIONS (Not Used)

DIVISION 03 – CONCRETE

03 30 00	Cast-in-Place Concrete	12

DIVISIONS 04 – 30 (Not Used)

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing	2
31 20 00	Earth Moving	3
31 23 16	Excavation	2
31 23 23.13	Backfill	3
31 41 10	Trench Safety Systems	2

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 01 17.10 Removing and Replacing Asphalt Paving 3
32 11 50 Flexible Base Course 4

DIVISION 33 – UTILITIES

33 05 76 Glass-Fiber-Reinforced Polyester (FRP) Manholes 9
33 31 00 Sanitary Sewerage Piping 10

DIVISIONS 34 – 46 (Not Used)

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

Sealed Bids for construction of **Wastewater System Improvements, Briarwood Avenue Utility Improvements** will be received by City of Midland, 300 North Loraine, Midland, Texas 76701, until _____ local time on _____, at which time Bids received will be opened and read. Project consists of approximately 1,642 linear feet of new 24-inch buried gravity sewer main, manholes, and associated appurtenances.

The issuing office for bidding documents is Parkhill Inc., 1700 West Wall, Suite 100, Midland, Texas 79701, 432.697.1447.

Prospective Bidders may examine and obtain bidding documents at the issuing office as noted. Bidding Documents also may be examined at the office of the City of Midland, 300 North Loraine, Midland, Texas 76701.

Printed copies of bidding documents may be obtained from the issuing office as follows:

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

Deposit shall be Bidder's or cashiers' check made payable to Parkhill Inc. No partial sets issued. Neither Owner nor Engineer will be responsible for full or partial sets of bidding documents, including addenda if any, obtained from sources other than the issuing office.

Bid security shall be furnished in accordance with Section 00 21 13, "Instructions to Bidders."

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have meanings indicated in General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have meanings indicated here:

A. Issuing Office: Where Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the format stated in Section 00 11 13, "Advertisement."

2.02 Use complete sets of Bidding Documents in preparing Bids. Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.03 In making copies of Bidding Documents available on aforementioned terms, Owner and Engineer do so only to obtain Bids for Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder qualifications to perform Work, Bidder shall submit with bid (a) written evidence establishing qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:

A. Subcontractor and supplier qualification information. Coordinate with provisions of Article 12 - Subcontractors, Suppliers, and Others.

B. Other required information regarding qualifications.

3.02 Bidder failure to submit required qualification information may disqualify Bidder from receiving Award of Contract.

3.03 No requirement in Article 3 to submit information will prejudice Owner's right to seek additional, pertinent information regarding Bidder qualifications.

3.04 Bidder is advised to carefully review those portions of Bid Form requiring Bidder representations and certifications.

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

4.01 Site and Other Areas

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. Supplementary Conditions identify:

a. Reports known to Owner of explorations and tests of subsurface conditions at or adjacent to Site;

b. Drawings known to Owner of physical conditions relating to existing surface or subsurface structures at Site (except underground facilities);

c. Reports and Drawings known to Owner relating to Hazardous Environmental Conditions identified at or adjacent to Site; and

d. Technical Data contained in such Reports and Drawings.

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

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

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

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

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct required Site visit during normal working hours and not disturb any ongoing operations at Site.

B. Bidder is not required to conduct any subsurface testing or exhaustive investigations of Site conditions.

C. On request and to extent Owner has control over Site, and schedule permitting, Owner will provide Bidder access to Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner authority regarding Site.

D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner, property owners, or other entities controlling Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes, clean up, and restore Site to former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

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

4.05 Other Work at Site

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

ARTICLE 5 – BIDDER PRESENTATIONS

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

A. Examine and carefully study Bidding Documents and any data and reference items identified in Bidding Documents;

B. Visit Site, conduct a thorough, alert visual examination of Site and adjacent areas, and become familiar with and satisfy himself as to general, local, and Site conditions affecting cost, progress, and Work performance;

C. Become familiar with and satisfy himself as to all laws and regulations affecting cost, progress, and Work performance;

D. Carefully study all: (1) exploration reports and subsurface condition tests at or adjacent to Site, and all physical condition drawings relating to existing surface or subsurface structures at Site identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. Consider information known to Bidder himself; information commonly known to contractors doing business in Site locality; information and observations obtained from visits to Site; Bidding Documents; and Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and Work performance; (2) means, methods, techniques, sequences, and construction procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. Agree, based on information and observations previously referred to, at time of submitting Bid, no further examinations, investigations, explorations, tests, studies, or data are necessary for determination of Bid for Work performance at price bid, within times required, and per other terms and conditions of Bidding Documents;

G. Become aware of the general nature of work to perform by Owner and others at Site that relates to Work as indicated in Bidding Documents;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovers in Bidding Documents and confirm written resolution, thereof, by Engineer, is acceptable to Bidder;

I. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work; and

J. Agree the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

ARTICLE 6 – PREBID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 Submit all questions about meaning or intent of Bidding Documents to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions, will be issued by Addenda delivered to all parties recorded as having received Bidding Documents. Questions received less than 10 days prior to date for opening Bids, may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Issue Addenda to clarify, correct, supplement, or change Bidding Documents. Addenda will be issued to document holders by one of these methods:

A. Email notification to document holder with link to download addenda from the Parkhill Info Exchange web site.

B. For document holders without email, pick up Addenda at issuing Parkhill office or mail via United States Postal Service (USPS).

ARTICLE 8 – BID SECURITY

8.01 Bid must be accompanied by Bid security, payable to Owner, 5 percent of Bidder's maximum Bid price (determined by adding base bid and all alternates), and by certified check, bank money order, or Bid bond (Section 00 43 13, "Bid Bond") issued by a surety, meeting requirements of Articles 6.01 and 6.02 of General Conditions.

8.02 Bid security of apparent Successful Bidder will be retained until Owner awards Contract and Bidder has executed Contract Documents, furnished required Contract security, and met other conditions of Notice of Award, whereupon Bid security will be released. If Successful Bidder fails to execute and deliver Contract Documents and furnish required Contract security within 15 days after Notice of Award, Owner may consider Bidder in default, annul Notice of Award, and Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 Bid security of other Bidders Owner believes have a reasonable chance of receiving award, may be retained by Owner until the earlier of seven days after Effective Date of Contract, or 61 days after Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders Owner believes DO NOT have a reasonable chance of receiving award, will be released within seven days after Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 Contract for Work, as awarded, will based on materials and equipment specified or described in Bidding Documents without consideration during bidding and Contract award process of possible substitute or "or-equal" items. When Contract allows Contractor to request Engineer to authorize use of substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to nor considered by Engineer until after Effective Date of Contract.

11.02 All prices Bidder sets forth in Bid shall be based on the presumption Contractor will furnish materials and equipment specified or described in Bidding Documents, as supplemented by Addenda. Any assumptions regarding possibility of post-Bid approvals, "or-equal," or substitution requests, are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidder shall prepare to retain specific subcontractors, suppliers, or other individuals/entities for Work performance if required by Bidding Documents (most commonly in Specifications) to do so. If prospective Bidder objects to retaining any such subcontractor, supplier, or other

individual/entity, and concern is not relieved by Addendum, prospective Bidder should refrain from submitting Bid.

12.02 Subsequent to Bid submittal, Owner may not require Successful Bidder or Contractor to retain any subcontractor, supplier, or other individual/entity against which Contractor has reasonable objection.

12.03 Within five days after Bid opening, apparent Successful Bidder and any other Bidder so requested, shall submit to Owner a list of subcontractors or suppliers proposed for these portions of Work.

12.04 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. After due investigation, if Owner or Engineer, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit substitute, Bidder's Bid price will be increased/decreased by cost difference occasioned by substitution, and Owner may consider price adjustment in evaluating Bids and making Contract award.

12.05 If apparent Successful Bidder declines to make substitution, Owner may award Contract to next lowest Bidder who proposes to use acceptable subcontractors, suppliers, or other individuals/entities. Declining to make requested substitutions, will constitute grounds for Bid security forfeiture of Bidder. Any subcontractor, supplier, individual/entity so listed and against which Owner or Engineer makes no written objection prior to giving Notice of Award, will be deemed acceptable to Owner and Engineer subject to subsequent revocation of acceptance as provided in Article 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 Bid Form is included with Bidding Documents.

A. All blanks on Bid Form shall be completed and Bid Form signed in ink. Erasures or alterations shall be initialed in ink by person signing Bid Form. Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If Bid Form expressly indicates that submitting pricing on specific alternate item is optional and Bidder elects not to furnish pricing for such optional alternate item, Bidder may enter words "No Bid" or "Not Applicable."

13.02 Bid by corporation shall be executed in corporate name by corporate officer (whose title must appear under signature), accompanied by evidence of authority to sign. Show corporate address and state of incorporation.

13.03 Execute Bid by a partnership in partnership name and signed by a partner (whose title must appear under signature), accompanied by evidence of authority to sign. Show official address of partnership.

13.04 Execute Bid by a limited liability company in firm name by a member or other authorized person and accompanied by evidence of authority to sign. Show state of firm formation and official firm address.

13.05 Bid by an individual shall show Bidder's name and official address.

13.06 Execute Bid by a joint venture by an authorized representative of each joint venturer as indicated on Bid Form. Show official address of joint venture.

13.07 Print all names in ink below signatures.

13.08 Bid shall contain acknowledgment of receipt of all Addenda and numbers filled in on Bid Form.

13.09 Show postal and email addresses and phone number for communications regarding Bid.

13.10 Bid shall contain evidence of Bidder authority and qualification to do business in state where Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of Contract and attach covenant to Bid. Also show Bidder's state contractor license number, if any, on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Lump Sum

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

14.02 Unit Price

A. Bidders shall submit Bid on unit price basis for each item of Work listed in unit price section of Bid Form.

B. "Bid Price" (or "extended price") for each unit price Bid item, will be the product of "Estimated Quantity" (which Owner or representative set forth in Bid Form) for item and corresponding "Bid Unit Price" offered by Bidder. Total of all unit price Bid items will be the sum of these "Bid Prices;" total will be used by Owner for Bid comparison purposes. Final quantities and Contract Price determined per Article 13.03 of General Conditions.

C. Discrepancies between multiplication of Work units and unit prices, will be resolved in favor of unit prices. Discrepancies between indicated sum of any column of figures and correct sum thereof, will be resolved in favor of correct sum. I-14-01 gives several frequently-used alternatives for defining basis and determination of Bid prices for comparison purposes of Bids. For particular project, a unique set of Articles may be necessary, following the concept shown. User should carefully review I-14.01 and compare to final Bid Form for clarity and consistency.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bidder shall submit Bid Form, Bid security and other documents required to submit under terms of Article 7 of Bid Form.

15.02 Bid shall be received no later than date and time prescribed and at place indicated in Section 00 11 13, "Advertisement," and enclose in plainly-marked package with Project title (and, if applicable, designated portion of Project Bid is submitted), name and address of Bidder, and shall be accompanied by Bid security and other required documents. If Bid is sent by mail or other

delivery system, sealed envelope containing Bid shall be enclosed in a separate package, plainly-marked on outside with "*BID ENCLOSED*."

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 Bid may be withdrawn by appropriate document duly executed in same manner a Bid must be executed and delivered to place where Bids are to be submitted prior to date and time for Bid opening. Upon receipt of such notice, unopened Bid will be returned to Bidder.

16.02 If Bidder wishes to modify Bid prior to Bid opening, Bidder must withdraw initial Bid in manner specified in Article 16.01 and submit new Bid prior to date and time for Bid opening.

16.03 If within 24 hours after Bids are opened, any Bidder files a duly-signed, written notice with Owner and promptly thereafter demonstrates to reasonable satisfaction of Owner there was material and substantial mistake in Bid preparation, Bidder may withdraw Bid and Bid security returned. Thereafter, if Work is rebid, Bidder will be disqualified from further bidding on Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject Bid of any Bidder Owner finds, after reasonable inquiry and evaluation, not responsible. If Bidder purports to add terms or conditions to Bid, takes exception to any provision of Bidding Documents, or attempts to alter contents of Contract Documents for purposes of Bid, Owner will reject Bid as nonresponsive; provided Owner also reserves right to waive all minor informalities not involving price, time, or changes in Work.

19.02 If Owner awards contract for Work, award shall be to responsible Bidder submitting lowest, responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider if Bids comply with prescribed requirements, and such alternates, unit prices, and other data, as requested in Bid Form or prior to Notice of Award.

B. For determination of apparent low Bidder(s), when base bid with alternates are submitted, award may be made to Successful Bidder on base Bid and any combination of additive alternate Bids for which Owner determines funds will be available at time of award.

C. For determination of apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on aggregate basis of Bids for separate sections and Bids for combined sections that result in lowest total amount for all of Work.

D. For determination of apparent low Bidder when unit price bids are submitted, Bids will be compared on basis of product total of estimated quantity of each item and unit price Bid for item, together with any lump sum items.

19.04 In evaluating if Bidder is responsible, Owner will consider Bidder qualifications and may consider qualifications and experience of subcontractors and Suppliers proposed for portions of Work identity of subcontractors and Suppliers must be submitted as provided in Bidding Documents.

19.05 Owner may conduct investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidder and any proposed subcontractor or Supplier.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in Work. Said taxes shall not be included in Bid. Refer to Section 00 73 14, "Supplementary Conditions," Article 7.09, for additional information.

SECTION 00 41 00 - BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Midland
300 North Loraine
Midland Texas 79701

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting Bid, Bidder represents:

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

Addendum No.	Addendum Date

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

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

D. Bidder carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site identified in Section 00 73 14 "Supplementary Conditions especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site identified in the Section 00 73 14 "Supplementary Conditions," especially with respect to Technical Data in such reports and drawings.

E. Bidder considered: information known to Bidder, information commonly known to contractors doing business near Site, information and observations obtained from Site visits, Bidding Documents, and any Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on information and observations referred to in Article 3.01.E, no further examinations, investigations, explorations, tests, studies, or data are necessary to determine Bid for performance of Work at price bid and within times required, per other terms and conditions of Bidding Documents.

G. Bidder is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Bidding Documents.

H. Bidder gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovered in Bidding Documents, and confirms written resolution thereof by Engineer, is acceptable to Bidder.

I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.

J. Submission of Bid constitutes an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies:

A. Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity nor submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract. For Article 4.01.D:

1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process;

2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process to detriment of Owner, (b) establish bid prices at artificial noncompetitive levels, or (c) deprive Owner of benefits of free and open competition;

3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without Owner knowledge, to establish bid prices at artificial, noncompetitive levels; and

4. Coercive Practice: Harming or threatening to harm, directly or indirectly, persons or property to influence participation in bidding process or affect Contract execution.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID					
1	Mobilization/Demobilization	LS	1	$	$
2	Asphalt Paving Removal and Replacement	SY	54	$	$
3	Concrete Curb and Gutter Removal and Replacement	LF	10	$	$
4	Remove and Replace Fence	LF	135	$	$
5	Traffic Control	LS	1	$	$
6	24" ASTM F679 PS 115 Sewer Main	LF	1642	$	$
7	6" ASTM D3034 SDR 26 Sewer Main	LF	35	$	$
8	4' DIA FRP MH (0-6' Depth)	EA	3	$	$
9	4' DIA FRP MH Extra Depth	VF	33.8	$	$
10	Trench Safety	LF	1677	$	$
11	Warning Tape	LF	1677	$	$
12	Connect to Existing MH	EA	1	$	$
13	6" PVC Plug	EA	1	$	$
14	24" PVC Plug	EA	1	$	$
15	Remove Existing 8" Sewer Main	LF	240	$	$
TOTAL OF ALL UNIT BASE BID ITEMS					**$**

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

Total of Lump Sum and Unit Price Bids = Total Bid Price **$** _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 1 – TEMPORARY BYPASS PUMPING					
A1-1.	Temporary Bypass Pumping	LS	1	$	$
				TOTAL ADDITIVE ALTERNATE 1 BID	**$**

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

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees Work is substantially complete, completed, and ready for final payment per Article 15.03 of General Conditions, on or before dates or within number of calendar days indicated in Agreement.

6.02 Bidder accepts provisions of Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 – DEFINED TERMS

8.01 Terms used in this Bid with initial capital letters have meanings stated in Sections 00 21 13 "Instructions to Bidders," 00 72 00 "General Conditions," and 00 73 14 "Supplementary Conditions."

ARTICLE 9 – BID SUBMITTAL

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

By:*[Signature]*

[Printed name]

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

Attest:*[Signature]* _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for notices:

_____

_____

_____

Phone Number: _____

Fax Number: _____

Contact Name and email address: _____

_____

SECTION 00 43 13 - BID BOND

Any singular reference to Bidder, Surety, Owner or other party considered plural where applicable.

BIDDER *(Name and Address)*:

_____
_____
_____

SURETY *(Name and Address of Principal Place of Business)*:

_____
_____
_____

OWNER *(Name and Address)*:

City of Midland
300 North Loraine
Midland Texas 79701

BID

Bid Due Date: _____

Description *(Project Name including location)*:

Wastewater System Improvements. Briarwood Avenue Utility Improvements.

BOND

Bond Number: _____

Date: _____

Penal sum: _____ $ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By**: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest**: _____
Signature	Signature
_____	_____
Title	Title

Addresses used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, heirs, executors, administrators, and successors, and assigns to pay Owner, upon default of Bidder, penal sum set forth on Bond. Payment of penal sum is extent of Bidder's and Surety's liability. Recovery of such penal sum under terms of this Bond, shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon Bidder's failure to deliver within time required by Bidding Documents (or any extension thereof agreed to in writing by Owner), executed Agreement required by Bidding Documents, and any performance and payment bonds required by Bidding Documents.

3. This obligation null and void if:

    3.1 Owner accepts Bidder's Bid and Bidder delivers within time required by Bidding Documents (or any extension thereof agreed to in writing by Owner), executed Agreement required by Bidding Documents, and any performance and payment bonds required by Bidding Documents;
    3.2 All Bids are rejected by Owner; or
    3.3 Owner fails to issue a Notice of Award to Bidder within time specified in Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Article 5 hereof).

4. Payment under this Bond is due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice given with reasonable promptness, identifying this Bond, Project, and including a statement of amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state where Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at respective addresses shown on this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and deemed effective upon receipt by concerned party.

9. Surety shall attach to this Bond a current and effective Power of Attorney evidencing authority of officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute omitted from this Bond, shall be deemed included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, provision of said statute shall govern and remainder of this Bond not in conflict therewith, shall continue in full force and effect.

11. "Bid," as used herein, includes a Bid, offer, or proposal, as applicable.

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS STATEMENT

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

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: City of Midland, Texas

Project Name: Wastewater System Improvements

Briarwood Avenue Utility Improvements

TYPE OF WORK: Project consists of approximately 1,642 linear feet of new 24-inch buried gravity sewer main, manholes, and associated appurtenances.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

11. CONSTRUCTION EXPERIENCE:

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

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

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

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

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

12. EQUIPMENT:

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

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

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

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C
LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Midland ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor to complete all Work as specified or indicated in Contract Documents. Project consists of approximately 1,642 linear feet of new 24-inch buried gravity sewer main, manholes and associated appurtenances.

ARTICLE 2 – THE PROJECT

2.01 Project, of which the Work under Contract Documents is a part, is generally described as Wastewater System Improvements Briarwood Avenue Utility Improvements.

ARTICLE 3 – ENGINEER

3.01 Project designed by and Owner retained **Parkhill Inc.** (Engineer) to act as Owner representative, assume all duties and responsibilities, and rights and authority assigned to Engineer in Contract Documents regarding completion of Work per Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in Contract Documents, are of the essence of Contract.

4.02 Contract Times: Days

A. Work substantially completed within 90 days after Contract Times commence to run as provided in Article 4.01 of General Conditions, completed and ready for final payment per Article 15.06 of General Conditions, within 120 days after Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize time is of the essence as stated in Article 4.01 and Owner will suffer financial and other losses if Work not completed and Milestones not achieved within times specified in Article 4.02, plus any extensions thereof allowed per Contract. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, actual loss suffered by Owner if Work not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor pays Owner $500 for each day that expires after time (as duly adjusted pursuant to Contract) specified in Article 4.02.A for Substantial Completion until Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within Contract Time (as duly adjusted pursuant to Contract) for completion and readiness for final payment, Contractor pays Owner $1000 for each day that expires until Work completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and not imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner pays Contractor for completion of Work per Contract Documents the amounts that follow, subject to adjustment under Contract:

A. For all Work, at prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor submits Applications for Payment per Article 15 of General Conditions. Engineer processes Applications for Payment as provided in General Conditions.

6.02 Progress Payments, Retainage

A. Owner to make progress payments on account of Contract Price based on Contractor's Applications for Payment on or about the 20th day each month during performance of Work as provided in Article 6.02.A.1, provided Applications for Payment are timely submitted and otherwise meet Contract requirements. All payments measured by Schedule of Values established as provided in General Conditions (and in the case of Unit Price Work based on number of units completed) or, if no Schedule of Values, as provided elsewhere in Contract.

1. Before Final Completion, progress payments made in amount equal to indicated percentage but, in each case, less aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to, liquidated damages, per Contract.

a. 95 percent of Work completed (with balance retainage). If Work 50 percent complete as determined by Engineer, and character and progress of Work satisfactory to Owner and Engineer, as long as character and progress of Work remain satisfactory to Owner and Engineer, there is no additional retainage; and

b. 95 percent of materials and equipment cost not incorporated in Work (with balance retainage).

6.03 Final Payment

A. Upon final completion and acceptance of Work per Article 15.06 of General Conditions, Owner pays remainder of Contract Price as recommended by Engineer and as provided in noted Article.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 To induce Owner to enter Agreement, Contractor makes the following representations:

A. Contractor examined and carefully studied Contract Documents and any data and reference items identified in Contract Documents.

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

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

D. Contractor carefully studied all: (1) exploration reports and subsurface conditions tests at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site, identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site, identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor considered information known: Information commonly known to contractors doing business near Site, information and observations obtained from visits to Site, Contract Documents, and Site-related reports and drawings identified in Contract Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on information and observations, Contractor agrees no further examinations, investigations, explorations, tests, studies, or data are necessary for performance of Work at Contract Price, within Contract Times, per other Contract terms and conditions.

G. Contractor is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Contract Documents.

H. Contractor gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies discovered in Contract Documents, and Contractor accepts Engineer's written resolution thereof.

I. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception, all prices in Agreement are premised upon performing and furnishing Work required by Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. Contract Documents consist of:

1. Contractor's executed Bid Form.
2. This Agreement.
3. Performance bond.
4. Payment bond.
5. General Conditions.
6. Supplementary Conditions.
7. Specifications as listed in Table of Contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) bearing this general title: Midland Briarwood Avenue Utility Improvements.
9. Addenda (numbers to , inclusive).
10. Exhibits to this Agreement (enumerated as follows):
11. The following delivered or issued on or after Effective Date of Agreement and not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders

B. Documents listed in Article 9.01.A, are attached to this Agreement (except as expressly noted otherwise).

C. There are no Contract Documents other than those listed in this Article 9.

D. Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement have meanings stated in Sections 00 72 00 "General Conditions," and 00 73 14 "Supplementary Conditions."

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in Contract, no assignment by a party hereto of any rights under or interests in Contract will be binding on another party without written consent of party sought bound; and, specifically but without limitation, money that may become due and money due, not assigned without such consent (except to extent effect of this restriction limited by law), and unless specifically stated to contrary in any written consent to assignment, no assignment will release or discharge assignor from any duty or responsibility under Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds self, partners, successors, assigns, and legal representatives to other party, partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents.

10.04 Severability

A. Any provision or part of Contract Documents held void or unenforceable under any law or regulation, deemed stricken. All remaining provisions continues valid and binding upon Owner and Contractor, who agree Contract Documents reformed to replace such stricken provision or part thereof, with valid and enforceable provision as close as possible to expressing intention of stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies he has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For Article 10.05:

1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process or in Contract execution;

2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process or execution of Contract to detriment of Owner; (b) establish Bid or Contract prices at artificial, noncompetitive levels; or (c) deprive Owner of benefits of free and open competition;

3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without knowledge of Owner, to establish Bid prices at artificial, noncompetitive levels; and

4. Coercive Practice: Harming or threatening harm, directly or indirectly, persons or property to influence participation in bidding process or affect execution of Contract.

PACKET 16.856 November 17, 2020

IN WITNESS WHEREOF, Owner and Contractor signed this Agreement.

This Agreement will be effective on _____ (Effective Date of Agreement).

OWNER:
City of Midland

By: _____

Title: _____

Attest: _____

Title: _____

Address for notices:

300 North Loraine

Midland Texas 79701

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

SECTION 00 61 13.13 – PERFORMANCE BOND

CONTRACTOR (*Name/Address*):

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

OWNER (*Name/Address*):

City of Midland
300 North Loraine
Midland Texas 79701

CONSTRUCTION CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

Wastewater System Improvements
Briarwood Avenue Utility Improvements

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement of Construction Contract*):
Amount:
Modifications to this Bond Form: ☐ None. ☐ See Paragraph 16.

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____	_____
Contractor Name and Corporate Seal	Surety Name and Corporate Seal
(Seal)	(Seal)
By:	**By**:
_____	_____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest:	**Attest**:
_____	_____
Signature	Signature
_____	_____
Title	Title

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

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

SECTION 00 61 13.16 - PAYMENT BOND

CONTRACTOR (*Name/Address*):

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

OWNER (*Name/Address*):

City of Midland
300 North Loraine
Midland Texas 79701

CONSTRUCTION CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

Wastewater System Improvements
Briarwood Avenue Utility Improvements

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement of Construction Contract*):
Amount:
Modifications to this Bond Form: ☐ None. ☐ See Paragraph 18.

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____	_____
Contractor Name and Corporate Seal	Surety Name and Corporate Seal
(Seal)	(Seal)
By:	**By**:
_____	_____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest:	**Attest**:
_____	_____
Signature	Signature
_____	_____
Title	Title

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

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

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

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

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

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

5.1 Claimants without direct contract with Contractor,

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

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

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

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

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

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

7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

12. No suit or action shall be commenced by Claimant under this Bond other than in a court of competent jurisdiction in state where Project subject of Construction Contract is located or after expiration of one year from date (1) when Claimant sent a Claim to Surety pursuant to Paragraphs 5.1.2 or 5.2, or (2) when last labor or service was performed by anyone or last materials or equipment were furnished by anyone under Construction Contract, whichever of (1) or (2) first occurs. If provisions of this paragraph are void or prohibited by law, minimum period of limitation available to sureties as defense in jurisdiction of suit, shall be applicable.

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

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

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

16. Definitions

16.1 Claim: Written statement by Claimant including:

16.1.1 Name of the Claimant;

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

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

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

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

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

16.1.7. Total amount of previous payments received by Claimant; and

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

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

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

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

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

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

18. Modifications to this Bond are as follows:

•

This document has important legal consequences; consultation with an attorney is encouraged with respect to use or modification. This document should be adapted to circumstances of contemplated Project and controlling Laws and regulations.

SECTION 00 72 00 - STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 4

ARTICLE 2 – Preliminary Matters 6

2.01 Delivery of Bonds and Evidence of Insurance 6

2.02 Copies of Documents 6

2.03 Before Starting Construction 6

2.04 Preconstruction Conference; Designation of Authorized Representatives 6

2.05 Initial Acceptance of Schedules 7

2.06 Electronic Transmittals 7

ARTICLE 3 – Documents: Intent, Requirements, Reuse 7

3.01 Intent 7

3.02 Reference Standards 8

3.03 Reporting and Resolving Discrepancies 8

3.04 Requirements of Contract Documents 9

3.05 Reuse of Documents 9

ARTICLE 4 – Commencement and Progress of Work 10

4.01 Commencement of Contract Times; Notice to Proceed 10

4.02 Starting Work 10

4.03 Reference Points 10

4.04 Progress Schedule 10

4.05 Delays in Contractor's Progress 10

ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 11

5.01 Availability of Lands 11

5.02 Use of Site and Other Areas 12

5.03 Subsurface and Physical Conditions 13

5.04 Differing Subsurface or Physical Conditions 13

5.05 Underground Facilities 13

5.06 Hazardous Environmental Conditions at Site 15

ARTICLE 6 – Bonds and Insurance 17

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6.01 Performance, Payment, and Other Bonds 17
6.02 Insurance—General Provisions 17
6.03 Contractor's Insurance 18
6.04 Owner's Liability Insurance 20
6.05 Property Insurance 21
6.06 Waiver of Rights 22
6.07 Receipt and Application of Property Insurance Proceeds 23
ARTICLE 7 – Contractor's Responsibilities 24
7.01 Supervision and Superintendence 24
7.02 Labor; Working Hours 24
7.03 Services, Materials, and Equipment 24
7.04 "Or Equals" 24
7.05 Substitutes 25
7.06 Concerning Subcontractors, Suppliers, and Others 27
7.07 Patent Fees and Royalties 28
7.08 Permits 29
7.09 Taxes 29
7.10 Laws and Regulations 29
7.11 Record Documents 30
7.12 Safety and Protection 30
7.13 Safety Representative 31
7.14 Hazard Communication Programs 31
7.15 Emergencies 31
7.16 Shop Drawings, Samples, and Other Submittals 31
7.17 Contractor's General Warranty and Guarantee 33
7.18 Indemnification 34
7.19 Delegation of Professional Design Services 35
ARTICLE 8 – Other Work at Site 35
8.01 Other Work 35
8.02 Coordination 36
8.03 Legal Relationships 36
ARTICLE 9 – Owner's Responsibilities 37
9.01 Communications to Contractor 37
9.02 Replacement of Engineer 37

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9.03 Furnish Data 37
9.04 Pay When Due 37
9.05 Lands and Easements; Reports, Tests, and Drawings 38
9.06 Insurance 38
9.07 Change Orders 38
9.08 Inspections, Tests, and Approvals 38
9.09 Limitations on Owner's Responsibilities 38
9.10 Undisclosed Hazardous Environmental Condition 38
9.11 Evidence of Financial Arrangements 38
9.12 Safety Programs 38
ARTICLE 10 – Engineer's Status During Construction 38
10.01 Owner's Representative 38
10.02 Visits to Site 39
10.03 Project Representative 39
10.04 Rejecting Defective Work 39
10.05 Shop Drawings, Change Orders and Payments 39
10.06 Determinations for Unit Price Work 39
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 40
10.08 Limitations on Engineer's Authority and Responsibilities 40
10.09 Compliance with Safety Program 40
ARTICLE 11 – Amending Contract Documents; Changes in Work 40
11.01 Amending and Supplementing Contract Documents 40
11.02 Owner-Authorized Changes in Work 41
11.03 Unauthorized Changes in Work 41
11.04 Change of Contract Price 42
11.05 Change of Contract Times 43
11.06 Change Proposals 43
11.07 Execution of Change Orders 44
11.08 Notification to Surety 44
ARTICLE 12 – Claims 44
12.01 Claims 44
ARTICLE 13 – Cost of Work; Allowances; Unit Price Work 45
13.01 Cost of Work 45
13.02 Allowances 48

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13.03 Unit Price Work 48
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 49
14.01 Access to Work 49
14.02 Tests, Inspections, and Approvals 49
14.03 Defective Work 50
14.04 Acceptance of Defective Work 50
14.05 Uncovering Work 51
14.06 Owner May Stop Work 51
14.07 Owner May Correct Defective Work 51
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 52
15.01 Progress Payments 52
15.02 Contractor's Warranty of Title 55
15.03 Substantial Completion 55
15.04 Partial Use or Occupancy 56
15.05 Final Inspection 56
15.06 Final Payment 56
15.07 Waiver of Claims 58
15.08 Correction Period 58
ARTICLE 16 – Suspension of Work and Termination 59
16.01 Owner May Suspend Work 59
16.02 Owner May Terminate for Cause 59
16.03 Owner May Terminate For Convenience 60
16.04 Contractor May Stop Work or Terminate 60
ARTICLE 17 – Final Resolution of Disputes 61
17.01 Methods and Procedures 61
ARTICLE 18 – Miscellaneous 61
18.01 Giving Notice 61
18.02 Computation of Times 61
18.03 Cumulative Remedies 61
18.04 Limitation of Damages 61
18.05 No Waiver 62
18.06 Survival of Obligations 62
18.07 Controlling Law 62
18.08 Headings 62

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in definitions. In addition to terms specifically defined, terms with initial capital letters in Contract Documents include references to identified articles and Articles, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—Written instrument, executed by Owner and Contractor, that sets forth Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—Form acceptable to Engineer which is to be used by Contractor during the course of Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by Contract Documents.

4. *Bid*—Offer of a Bidder submitted on the prescribed form setting forth the prices for Work to be performed.

5. *Bidder*—Individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—Bidding Requirements, proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, Bid Form, and Bid with any attachments.

8. *Change Order*—Document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in Work or an adjustment in Contract Price or Contract Times, or other revision to Contract, issued on or after Effective Date of Contract.

9. *Change Proposal*—Written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of Contract Documents or the acceptability of Work under Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of Contract.

10. *Claim*—(a) Demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of Contract Documents or the acceptability of Work under Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change

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Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—Entire and integrated written contract between Owner and Contractor concerning Work.
13. *Contract Documents*—Items so designated in Agreement, and which together comprise Contract.
14. *Contract Price*—Money Owner agreed to pay Contractor for completion of Work in accordance with Contract Documents. .
15. *Contract Times*—Number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete Work.
16. *Contractor*—Individual or entity who Owner contracted for performance of Work.
17. *Cost of Work*—See Article 13.01 for definition.
18. *Drawings*—Part of Contract that graphically shows the scope, extent, and character of Work to be performed by Contractor.
19. *Effective Date of Contract*—Date, indicated in Agreement, on which Contract becomes effective.
20. *Engineer*—Individual or entity named as such in Agreement.
21. *Field Order*—Written order issued by Engineer which requires minor changes in Work but does not change Contract Price or Contract Times.
22. *Hazardous Environmental Condition*—Presence at Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. Presence at Site of materials necessary for execution of Work, or incorporated in Work, and controlled and contained pursuant to industry practices, laws and regulations, and Contract requirements, does not establish a Hazardous Environmental Condition.
23. *Laws and regulations; Laws or regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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25. *Milestone*—A principal event in the performance of Work that Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all Work.

26. *Notice of Award*—Written notice by Owner to a Bidder of Owner's acceptance of Bid.

27. *Notice to Proceed*—Written notice by Owner to Contractor fixing the date on which Contract Times will commence to run and on which Contractor shall start to perform Work.

28. *Owner*—Individual or entity with which Contractor has contracted regarding Work, and which has agreed to pay Contractor for the performance of Work, pursuant to the terms of Contract.

29. *Progress Schedule*—Schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish Work within Contract Times.

30. *Project*—Total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which Work to be performed under Contract Documents is a part.

31. *Project Manual*—Written documents prepared, or made available for, procuring and constructing Work, including but not limited to Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. Contents of Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—Authorized representative of Engineer assigned to assist Engineer at Site. As used herein, "Resident Project Representative" ("RPR") includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of Work and that establish the standards by which such portion of Work will be judged.

34. *Schedule of Submittals*—Schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—Schedule, prepared and maintained by Contractor, allocating portions of Contract Price to various portions of Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in Contract Documents as being furnished by Owner upon which Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—Part of Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to Work, and certain administrative requirements and procedural matters applicable to Work.

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39. *Subcontractor*—Individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of Work.

40. *Substantial Completion*—Time at which Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, Work (or a specified part thereof) is sufficiently complete, in accordance with Contract Documents, so that Work (or a specified part thereof) can be utilized for the purposes for which it is intended. "Substantially complete" and "substantially completed" as applied to all or part of Work refer to Substantial Completion thereof.

41. *Successful Bidder*—Bidder whose Bid the Owner accepts, and to which Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—Part of Contract that amends or supplements these General Conditions.

43. *Supplier*—Manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any subcontractor to furnish materials or equipment to be incorporated in Work by Contractor or a subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at Site, or physical conditions relating to existing surface or subsurface structures at Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at Site. If no such express identifications of Technical Data have been made with respect to conditions at Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at Site under Articles 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—Entire construction or the various separately identifiable parts thereof required to be provided under Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by Contract Documents.

48. *Work Change Directive*—Written directive to Contractor issued on or after Effective Date of Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in Work.

1.02 *Terminology*

A. Words and terms discussed in the following Articles are not defined but, when used in Bidding Requirements or Contract Documents, have indicated meaning.

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B. *Intent of Certain Terms or Adjectives*:

1. Contract Documents include "as allowed," "as approved," "as ordered," "as directed," or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, Work for compliance with the information in Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of Contract Documents.

C. *Day*:

1. Calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. "Defective," when modifying "Work," refers to unsatisfactory, faulty, or deficient Work in that it:

a. does not conform to Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Article 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. "Furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. "Install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. "Perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in Contract Documents in accordance with such recognized meaning.

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ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of Contract (including one fully executed counterpart of Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of Contract available to Contractor for review. Owner may delegate responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after Effective Date of Contract (or as otherwise specifically required by Contract Documents), Contractor shall submit to Engineer for timely review, a preliminary:

1. Progress Schedule indicating times (numbers of days or dates) for starting and completing the various stages of Work, including any Milestones specified in Contract;

2. Schedule of Submittals; and

3. Schedule of Values for all of Work which includes quantities and prices of items which when added together equal Contract Price and subdivides Work into component parts in sufficient detail to serve as the basis for progress payments during performance of Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to Work and to discuss the schedules referred to in Article 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as his authorized representative with respect to the services and responsibilities under

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Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided, the schedules submitted in accordance with Article 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. Progress Schedule will be acceptable to Engineer if it provides an orderly progression of Work to completion within Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of Contract Price to the component parts of Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with Contract Documents.

C. Unless otherwise stated in Contract Documents, if there is a discrepancy between the electronic or digital versions of Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

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D. Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and regulations

1. Reference in Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or regulations in effect at the time of opening of Bids (or on the Effective Date of Contract if there were no Bids), except as may be otherwise specifically stated in Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of Work, Contractor shall carefully study Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to Contract Documents issued pursuant to Article 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within Contract Documents, or between Contract Documents and (a) any applicable Law or regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with Work affected thereby (except in an emergency as required by Article 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to Contract Documents issued pursuant to Article 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in Contract Documents, the provisions of the part of Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of Contract Documents and provisions of any:

   a. standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. laws or regulations applicable to the performance of Work (unless such an interpretation of the provisions of Contract Documents would result in violation of such law or regulation).

3.04 *Requirements of Contract Documents*

A. During the performance of Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of Work under Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of Contract Documents, and judge of the acceptability of Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of Contract Documents that do not involve (1) the performance or acceptability of Work under Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and his Subcontractors and Suppliers shall not have or acquire any title:

1. to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or his consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. Prohibitions of this Article 3.05 will survive final payment, or termination of Contract. Nothing herein shall preclude Contractor from retaining copies of Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. Contract Times will commence to run on the 30th day after the Effective Date of Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of Contract. In no event will Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of Contract, whichever date is earlier.

4.02 *Starting Work*

A. Contractor shall start to perform Work on the date when Contract Times commence to run. No Work shall be done at Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment, are necessary to enable Contractor to proceed with Work. Contractor shall be responsible for laying out Work, protect and preserve established reference points and property monuments, and make no changes or relocations without prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Article 2.05 as it may be adjusted from time to time as provided:

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Article 2.05) proposed adjustments in the Progress Schedule that will not result in changing Contract Times.

2. Proposed adjustments in the Progress Schedule that will change Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Article 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of Work, then Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price. Contractor's entitlement to an adjustment of Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete Work within Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete Work within Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Article. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this Article include but are not limited to:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Article 8.03 governs delays, disruption, and interference to the performance or progress of Work resulting from the performance of certain other work at or adjacent to Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this Article within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of Site with which Contractor must comply in performing Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and regulations, and shall not unreasonably encumber Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of Work or from other actions or conduct of Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of Work, or because of other actions or conduct of Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Article 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of Work, or because of other actions or conduct of Contractor or those for which Contractor is responsible.

B. *Removal of Debris during Performance of Work*: During progress of Work, Contractor shall keep Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and regulations.

C. *Cleaning*: Prior to Substantial Completion of Work Contractor shall clean Site and Work and make it ready for utilization by Owner. At completion of Work, Contractor shall remove from Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of Work or adjacent structures or land to stresses or pressures that will endanger them.

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5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. Prior to bidding, Contractor shall satisfy himself with the condition of any subsurface materials that would affect such bid. No additional payment will be made for excavation, stabilizing, backfill or hauling.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Information and data shown or indicated in Contract Documents with respect to existing Underground Facilities at or adjacent to Site is based on information and data furnished to Owner or Engineer by owners of such Underground Facilities, including Owner, or by others. Unless otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. cost of all of the following will be included in Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at Site;

b. locating all Underground Facilities shown or indicated in Contract Documents as being at Site;

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c. coordination of Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. safety and protection of all existing Underground Facilities at Site, and repairing any damage thereto resulting from Work.

B. *Notice by Contractor*: If Contractor believes an Underground Facility uncovered or revealed at Site was not shown or indicated in Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Article 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review Underground Facility and conclude whether such Underground Facility was not shown or indicated in Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding Contractor's resumption of Work in connection with Underground Facility in question; determine extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at Site that was not shown or indicated in Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Article 13.03;

c. Contractor's entitlement to an adjustment of Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete Work within Contract Times; and

d. Contractor gave the notice required in Article 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

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3. Contractor may submit a Change Proposal regarding his entitlement to or the amount or extent of any adjustment in Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at Site unless such removal or remediation is expressly identified in Contract Documents to be within the scope of Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in Contract Documents as being within the scope of Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Article 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely

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obtain required permits and provide Contractor the written notice required by Article 5.06.F. If Contractor or anyone whom Contractor is responsible created Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of Work that is in the area affected by such condition to be deleted from Work, following Contractual change procedures in Article 11. Owner may have such deleted portion of Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by laws and regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Article 5.06.B, or identified in Contract Documents to be included within the scope of Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Article 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Article 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. Provisions of Articles 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Article 15.08, whichever is later, except as provided otherwise by Laws or regulations, the Supplementary Conditions, or other specific provisions of Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of Contract.

B. All bonds shall be in the form prescribed by Contract except as provided otherwise by Laws or regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain required bonds from duly licensed or authorized surety companies in jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or his right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements.

E. If Contractor has failed to obtain a required bond, Owner may exclude Contractor from Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any subcontractor, supplier, or other person or entity claiming to have furnished labor or materials used in the performance of Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in Supplementary Conditions.

B. All insurance required by Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by Contract. Upon request by Owner or any

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other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude Contractor from Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. Insurance and insurance limits required herein are not deemed as a limitation on Contractor's liability under indemnities granted to Owner and other individuals and entities in Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for damages:

1. because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. insured by reasonably available personal injury liability coverage.

3. other than to Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Article 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Articles. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor himself, then the requirements of this Article may be satisfied through the purchasing and maintenance of such insurance by such subcontractor.

I. *General provisions*: The policies of insurance required by this Article 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to Site to conduct other tasks arising from Contract Documents.

5. be appropriate for Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of Work and Contractor's other obligations under Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of Work, or by anyone for whose acts any of them may be liable.

J. Coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Article 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability

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insurance as will protect Owner against claims which may arise from operations under Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and regulations). This insurance shall:

1. include Owner and Contractor as named insureds, and all subcontractors, and any individuals or entities required by the Supplementary Conditions insured under such builder's risk policy, as insureds or named insureds. For purposes of remainder of Articles 6.05, 6.06, and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to Site, or to Work under construction, or which are intended to provide temporary support for Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at Site or in a storage location outside Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

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7. allow partial occupation or use of Work by Owner, so those portions of Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of Work by Owner, until Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Article 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of Work prior to Substantial Completion of all Work as provided in Article 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Article 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a subcontractor, or an employee of Contractor or a subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Article 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees,

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agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. No waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for loss:

1. due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Article 15.04, after Substantial Completion pursuant to Article 15.03, or after final payment pursuant to Article 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Article 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that Agreement under which a Subcontractor performs a portion of Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Article 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Article 6.05 shall distribute such proceeds in accordance with such

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agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out Work and perform construction as required by Contract Documents. Contractor shall at all times maintain good discipline and order at Site.

B. Except as otherwise required for the safety or protection of persons or Work or property at Site or adjacent thereto, and except as otherwise stated in Contract Documents, all Work at Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of Work, whether or not such items are specifically called for in Contract Documents.

B. All materials and equipment incorporated into Work shall be of good quality and new, except as otherwise provided in Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in Contract Documents by using the name of a proprietary item or the name of a particular Supplier, Contract Price

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has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described.

1. If Engineer, in his sole discretion, determines an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this Article, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines it:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if approved and incorporated into Work:

        1) there will be no increase in cost to Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Article 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other

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items of material or equipment under the circumstances described. To the extent possible such requests shall be made before commencement of related construction at Site.

1. Contractor shall submit sufficient information as provided to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. Requirements for review by Engineer will be as set forth in Article 7.05.B, as supplemented by Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    a. shall certify the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design,
        2) be similar in substance to that specified, and
        3) be suited to the same use as that specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
        2) whether use of the proposed substitute item in Work will require a change in any of Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
        3) whether incorporation or use of the proposed substitute item in connection with Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from that specified, and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself

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and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves substitution request, Contractor shall execute proposed Change Order and proceed with substitution. Engineer's denial of a substitution request shall be final and binding and not reversed through an appeal under any provision of Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Article 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of Work if required by Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require replacement of any subcontractor, supplier, or other individual or entity retained by Contractor to perform any part of Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected subcontractor, supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of Work, then Contractor shall be entitled

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to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of Work in accordance with Contract Documents.

H. Contractor shall monthly submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor is solely responsible for scheduling and coordinating Work of subcontractors, suppliers, and all other individuals or entities performing or furnishing any of Work.

K. Contractor shall restrict all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing Work among Subcontractors or Suppliers or delineating Work to be performed by any specific trade.

M. All Work performed for Contractor by a subcontractor or supplier shall be pursuant to an appropriate contractual agreement that specifically binds the subcontractor or supplier to applicable terms and conditions of Contract Documents for benefit of Owner and Engineer.

N. Owner may furnish to any subcontractor or supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular subcontractor or supplier.

O. Nothing in Contract Documents shall create:

1. for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in Contract Documents for use in the performance of Work and if, to the actual knowledge of Owner or Engineer, his use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in Contract Documents.

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B. To fullest extent permitted by laws and regulations, Owner shall indemnify and hold harmless Contractor, and his officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of Work or resulting from the incorporation in Work of any invention, design, process, product, or device specified in Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of Work or resulting from the incorporation in Work of any invention, design, process, product, or device not specified in Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and regulations of the place of the Project which are applicable during the performance of Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of Work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that Work described in Contract Documents is in accordance with Laws and regulations, but this shall not relieve Contractor of Contractor's obligations under Article 3.03.

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C. Owner or Contractor may give the other party notice of any changes after submission of Contractor's Bid (or after Contractor became bound under a negotiated contract) in Laws or regulations having an effect on the cost or time of performance of Work, including but not limited to changes in Laws or regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on Site or who may be affected by Work;

2. all Work and materials and equipment to be incorporated therein, whether in storage on or off Site; and

3. other property at Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to Site, when prosecution of Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Supplementary Conditions identify any Owner's safety programs that are applicable to Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at Site.

E. All damage, injury, or loss to any property referred to in Articles 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier, or any

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other individual or entity directly or indirectly employed by any of them to perform any of Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at his expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Article 15.06.B that Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to Site to fulfill warranty or correction obligations, or to conduct other tasks arising from Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Site in accordance with Laws or regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or Work or property at Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of Work and Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Work; and

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d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Article 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Article 7.16.D.

3. Where a Shop Drawing or Sample is required by Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in Work, conform to the information given in Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by Contract Documents.

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2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from Contract Document requirements unless Contractor complied with requirements of Article 7.16.A.3 and Engineer gave written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Articles 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of Contract Documents, shall not, under any circumstances, change Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance nor approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Article 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and return required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for his review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with Contract Documents and will not be defective. Engineer and his officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

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B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete Work in accordance with Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with Contract Documents or a release of Contractor's obligation to perform Work in accordance with Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If Contract requires Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by laws and regulations, and in addition to any other obligations of Contractor under Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Article 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any

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such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. Indemnification obligations of Contractor under Article 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. preparation or approval of, or failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by Contract Documents for a portion of Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Article, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Article 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT SITE

8.01 *Other Work*

A. In addition to and apart from Work under Contract Documents, the Owner may perform other work at or adjacent to Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to Site.

B. If Owner performs other work at or adjacent to Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior

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to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for performance of other work at or adjacent to Site, perform other work at or adjacent to Site with Owner's employees, or arrange to have utility owners perform work at or adjacent to Site, the following will be set forth in Supplementary Conditions or provided to Contractor prior to start of any such other work:

1. identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to Work or to the property of Contractor or his Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in Contract Price or Contract Times under this Article within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's

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entitlement to an adjustment of Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete Work within Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with Work of Owner, any other contractor, or any utility owner performing other work at or adjacent to Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with Work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Article.

C. When Owner is performing other work at or adjacent to Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with Work of any other contractor, or any utility owner performing other work at or adjacent to Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of Work at or adjacent to Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at his discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Article 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Article 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at Site, and drawings of physical conditions relating to existing surface or subsurface structures at Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Article 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and regulations applicable to performance of Work. Owner will not be responsible for Contractor's failure to perform Work in accordance with Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Article 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under Contract Documents (including obligations under proposed changes in Work).

9.12 *Safety Programs*

A. While at Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in Contract.

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10.02 *Visits to Site*

A. Engineer will make visits to Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if Work is proceeding in accordance with Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on Site to check the quality or quantity of Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Article 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and regulations applicable to the performance of Work.

10.03 *Project Representative*

A. If Owner and Engineer agree that Engineer will furnish a Resident Project Representative to represent Engineer at Site and assist Engineer in observing the progress and quality of Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Article 10.08. If Owner designates another representative or agent to represent Owner at Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Article 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Article 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Article 13.03.

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10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of Contract Documents, and judge the acceptability of Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to performance of Work. Engineer not responsible for Contractor's failure to perform Work in accordance with Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Article 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with Contract Documents.

E. Limitations upon authority and responsibility set forth in this Article 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING CONTRACT DOCUMENTS; CHANGES IN WORK

11.01 *Amending and Supplementing Contract Documents*

A. Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to Contract Documents includes a change in Contract Price or Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish

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amendments and supplements of Contract Documents that do not affect Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of Contract Documents that do not involve (1) performance or acceptability of Work, (2) design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without Engineer recommendation. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to Work Change Directive's effect, if any, on Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of Contract Documents governing adjustments, expressly including Article 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of Contract Price or Contract Times, or both, no later than 30 days after the completion of Work set out in Work Change Directive. Owner must submit any Claim seeking an adjustment of Contract Price or Contract Times, or both, no later than 60 days after issuance of Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in Work if the changes do not involve an adjustment in Contract Price or Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform Work involved promptly. If Contractor believes a Field Order justifies an adjustment in Contract Price or Contract Times, or both, then before proceeding with Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in Work*

A. Without invalidating Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with Work involved; or, in the case of a deletion in Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of Contract Documents. Nothing in this Article shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under Contract Documents or Laws and regulations.

11.03 *Unauthorized Changes in Work*

A. Contractor shall not be entitled to an increase in Contract Price or an extension of Contract Times with respect to any work performed that is not required by Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Article 7.15 or in the case of uncovering Work as provided in Article 14.05.

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11.04 *Change of Contract Price*

A. Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in Contract Price shall comply with the provisions of Article 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in Contract Price will be determined where Work involved is:

1. covered by unit prices contained in Contract Documents, then by application of such unit prices to quantities of items involved (subject to the provisions of Article 13.03); or

2. not covered by unit prices contained in Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.04.C.2); or

3. not covered by unit prices contained in Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of Work (determined as provided in Article 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Article 11.04.C).

C. *Contractor's Fee*: When applicable, Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of Work:

a. for costs incurred under Articles 13.01.B.1 and 13.01.B.2, Contractor's fee shall be 15 percent;

b. for costs incurred under Article 13.01.B.3, Contractor's fee shall be 5 percent;

c. where one or more tiers of subcontracts are on the basis of Cost of Work plus a fee and no fixed fee is agreed upon, the intent of Articles 11.01.C.2.a and 11.01.C.2.b is that Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Articles 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs Work;

d. no fee shall be payable on the basis of costs itemized under Articles 13.01.B.4, 13.01.B.5, and 13.01.C;

e. amount of credit allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to 5 percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Articles 11.04.C.2.a through 11.04.C.2.e, inclusive.

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11.05 *Change of Contract Times*

A. Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in Contract Times shall comply with the provisions of Article 11.06. Any Claim for an adjustment in Contract Times shall comply with the provisions of Article 12.

B. An adjustment of Contract Times shall be subject to the limitations set forth in Article 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of Contract Documents or relating to the acceptability of Work under Contract Documents; contest a set-off against payment due; or seek other relief under Contract. Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

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11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in Work which are: (a) ordered by Owner pursuant to Article 11.02, (b) required because of Owner's acceptance of defective Work under Article 14.04 or Owner's correction of defective Work under Article 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Article 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If provisions of any bond require notice to be given to a surety of any change affecting general scope of Work or provisions of Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in Contract Price or Contract Times, or other relief under Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. Agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If parties reach a mutual agreement regarding a Claim, whether through Claim approval, direct negotiations, mediation, or otherwise; or if Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of Agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect Contract, including Work, Contract Times, or Contract Price.

ARTICLE 13 – COST OF WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of Work*

A. *Purposes for Determination of Cost of Work*: "Cost of Work" means the sum of all costs necessary for the proper performance of Work at issue, as further defined. The provisions of this Article 13.01 are used for two distinct purposes:

1. To determine Cost of Work when Cost of Work is a component of Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of Work, Contractor is entitled only to those additional or incremental

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costs required because of the change in Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Article 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on Work. Payroll costs for employees not employed full time on Work shall be apportioned on the basis of their time spent on Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and deliver such bids to Owner, who will determine, with Engineer advice, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work and fee shall be determined in the same manner as Contractor's Cost of Work and fee as provided in this Article 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to Work.

5. Supplemental costs including:

   a. Proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at Site, and hand tools not owned by Workers, which are consumed in the performance of Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation,

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loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for Work.

d. Sales, consumer, use, and other similar taxes related to Work, and for which Contractor is liable, as imposed by Laws and regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of Work (except losses and damages within the deductible amounts of property insurance established in accordance with Article 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of Work for the purpose of determining Contractor's fee.

g. Cost of utilities, fuel, and sanitary facilities at Site.

h. Minor expenses such as communication service at Site, express and courier services, and similar petty cash items in connection with Work.

i. Costs of premiums for all bonds and insurance that Contractor is required by Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at Site or in Contractor's principal or branch office for general administration of Work and not specifically included in the agreed upon schedule of job classifications referred to in Article 13.01.B.1 or specifically covered by Article 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's Site office.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 13.01.B.

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D. *Contractor's Fee*: When Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of Work, Contractor's fee shall be determined as set forth in Article 11.04.C.

E. *Documentation*: Whenever the Cost of Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in Contract Price all allowances so named in Contract Documents and shall cause Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where Contract Documents provide that all or part of Work is to be Unit Price Work, initially Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in Agreement.

B. Estimated quantities of items of Unit Price Work are not guaranteed and are solely to compare Bids and determine an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following Article.

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E. Within 30 days of Engineer's written decision under preceding Article, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in Contract Price if:

1. quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to Site and Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Article 14.05.

C. If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by Contract Documents, unless Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in Work;

3. by manufacturers of equipment furnished under Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in Work.

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Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If Contract Documents require Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or Work of others) to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action to void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in Contract Documents with respect to Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments

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due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of Work, whether or not Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of Work in question, and provide all necessary labor, material, and equipment.

1. If found the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If uncovered Work is not found defective, Contractor shall be allowed an increase in Contract Price or an extension of Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that Work is not defective.

14.06 *Owner May Stop Work*

A. If Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform Work in such a way that the completed Work will conform to Contract Documents, then Owner may order Contractor to stop Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform Work in accordance with Contract Documents, or if Contractor fails to comply with any other provision of Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising rights and remedies under this Article 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of Site, take possession of all or part of Work and suspend Contractor's services related thereto, and incorporate in Work all materials and equipment stored at Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow

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Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to Site to enable Owner to exercise the rights and remedies under this Article.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Article 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of Contract Times because of any delay in the performance of Work attributable to the exercise by Owner of Owner's rights and remedies under this Article 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Article 13.03. Progress payments for cost-based Work will be based on Cost of Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering Work completed as of the date of the Application and accompanied by such supporting documentation as is required by Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in Work but delivered and suitably stored at Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. Retainage amount with respect to progress payments is as stipulated in Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. Work has progressed to the point indicated;

    b. quality of Work is generally in accordance with Contract Documents (subject to an evaluation of Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in Contract Documents, a final determination of quantities and classifications for Unit Price Work under Article 13.03, and any other qualifications stated in the recommendation); and

    c. conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Work.

3. By recommending any such payment Engineer not thereby deemed to represent that:

    a. inspections made to check the quality or the quantity of Work as it has been performed have been exhaustive, extended to every aspect of Work in progress, or involved detailed inspections of Work beyond the responsibilities specifically assigned to Engineer in Contract; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control Work, or

    b. for means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and regulations applicable to Contractor's performance of Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of Contract Price, or

    e. to determine that title to any of Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Article 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. Work is defective, requiring correction or replacement;

    b. Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Article 14.07, or has accepted defective Work pursuant to Article 14.04;

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d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under Contract Documents.

D. *Payment Becomes Due*:

1. 10 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and regulations, and patent infringement;

b. Contractor fails to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to Site;

c. Contractor fails to provide and maintain required bonds or insurance;

d. Owner is required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Work is defective, requiring correction or replacement;

g. Owner is required to correct defective Work in accordance with Article 14.07, or has accepted defective Work pursuant to Article 14.04;

h. Contract Price was reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of Work;

k. Liens were filed in connection with Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure satisfaction and discharge of such Liens;

l. other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on his own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the

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specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Article 15.01.C.1 and subject to interest as provided in Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of Work to determine the status of completion. If Engineer does not consider Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of Work.

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E. After Substantial Completion Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth.

F. Owner shall have the right to exclude Contractor from Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove his property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all Work, Owner may use or occupy any substantially completed part of Work which has specifically been identified in Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Article 15.03.A through E for that part of Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of Work to determine its status of completion. If Engineer does not consider that part of Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of Work to be substantially complete, the provisions of Article 15.03 will apply with respect to certification of Substantial Completion of that part of Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of Work may occur prior to compliance with the requirements of Article 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in Engineer opinion, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record

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documents (as provided in Article 7.11), and other documents, Contractor may make application for final payment.

2. Final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of Work, and of Liens filed in connection with Work.

3. In lieu of the releases or waivers of Liens specified in Article 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at his option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by Contract Documents, Engineer is satisfied that Work has been completed and Contractor's other obligations under Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that Work is acceptable, subject to the provisions of Article 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: 30 days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions with respect to progress payments) will become due and paid by Owner to Contractor.

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15.07 *Waiver of Claims*

A. Making final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Article 15.05, from Contractor's failure to comply with Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under Contract Documents.

B. Acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by Contract Documents, or by any specific provision of Contract Documents), any Work is found defective, or if the repair of any damages to Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to Site or such other adjacent areas;

2. correct such defective Work;

3. if defective Work is rejected by Owner, remove from Project and replace with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to Work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Article are in addition to all other obligations and warranties. The provisions of this Article shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume Work on the date so fixed. Contractor shall be entitled to an adjustment in Contract Price or an extension of Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. Occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform Work in accordance with Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of Contract Documents;

3. Contractor's disregard of Laws or regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Article 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to terms and operation of any applicable performance bond, if Owner has terminated Contract for cause, Owner may exclude Contractor from Site, take possession of Work, incorporate in Work all materials and equipment stored at Site or for which Owner paid Contractor but are stored elsewhere, and complete Work as Owner may deem expedient.

D. Owner may not proceed with termination of Contract under Article 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Article 16.02.B, Contractor shall not be entitled to receive any further payment until Work is completed. If the unpaid balance of Contract Price exceeds the cost to complete Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Article, Owner shall not be required to obtain the lowest price for Work performed.

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F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Article 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Articles 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate Contract and recover from Owner payment on the same terms as provided in Article 16.03.

B. In lieu of terminating Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Article are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping Work as permitted by this Article.

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ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. Timely appeal of approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning Work or obligations under Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or regulations, by special warranty or guarantee, or by other provisions of Contract. The provisions of this Article will be as effective as if repeated specifically in Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors,

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members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with Contract, as well as all continuing obligations indicated in Contract, will survive final payment, completion, and acceptance of Work or termination or completion of Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and Article headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 14 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Section 00 72 00 - Standard General Conditions of the Construction Contract. All provisions not so amended or supplemented, remain in full force and effect.

Terms used in these Supplementary Conditions have meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have meanings stated here, applicable to singular and plural thereof.

Address system used in these Supplementary Conditions is the same system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01. Add to the list of definitions in Article 1.01.A by inserting the following as numbered items in proper alphabetical positions:

A. Geotechnical Baseline Report (GBR): Interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions anticipated or relied upon for bidding and contract administration purposes, subject to controlling provisions of Contract, including GBR's own terms. GBR is a Contract Document.

B. Geotechnical Data Report (GDR): Factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner, in support of the Geotechnical Baseline Report. GDR content may include boring logs, trenches, and other site investigations, recorded subsurface water level measurements, field and laboratory testing results, and investigative and testing program descriptions. The GDR does not include interpretation of data. If opinions, interpretive or speculative non-factual comments, or statements appear in a document labeled GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, GDR is a Contract Document.

ARTICLE 2 – PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Article 2.02.A. to read:

Owner shall furnish Contractor up to three printed copies of Contract Documents (including one fully-executed counterpart of Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

5.03.C Subsurface and Physical Conditions

SC-5.03 Delete Articles 5.03.A and 5.03.B in their entirety and insert:

A. No exploration reports or subsurface conditions tests at or adjacent to Site, or drawings of physical conditions relating to existing surface or subsurface structures at Site, are known to Owner.

5.06 Hazardous Environmental Conditions

SC-5.06 Delete Articles 5.06.A and 5.06.B in their entirety and insert:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03.A Add the following new Article immediately after Article 6.03.A.4:

Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of Coverage (certificate): Certificate of insurance, certificate of authority to self-insure issued by commission, or coverage agreement (TWCC-81, -82, -83, or -84), showing statutory workers' compensation insurance coverage for person's/entity's employees providing services on a project, for Project duration.

Project Duration: Time from beginning of Work on Project until Contractor's/person's work on Project is complete and accepted by the governmental entity.

Person(s) Providing Services on Project (subcontractor in §406.096): Person(s) or entity(ies) performing all or part of services Contractor undertook to perform on Project, regardless if person contracted directly with Contractor or has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity who furnishes persons to provide services on Project.

Services: Providing, hauling, or delivering equipment/materials, or providing labor, transportation, or other service related to Project. Services does not include activities unrelated to Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes, payroll amounts, and any coverage agreement filing, which meets statutory requirements of Texas Labor Code, Section 401.011(44) for all Contractor employees providing services on Project, for duration of Project.

C. Contractor must provide a certificate of coverage to the governmental entity before awarded Contract.

D. If coverage period shown on Contractor's current Certificate of Coverage ends during duration of Project, Contractor must, prior to end of coverage period, file a new Certificate of Coverage with the governmental entity showing coverage has been extended.

E. Contractor shall obtain the following from each person providing services on a project, and provide to the governmental entity:

1. Certificate of Coverage, before person begins work on Project, so the governmental entity will have Certificates of Coverage on file showing coverage for all persons providing services on Project; and

2 No later than seven days after Contractor receives, a new Certificate of Coverage showing extension of coverage, if coverage period shown on current Certificate of Coverage ends during duration of Project.

F. Contractor shall retain all required Certificates of Coverage for duration of Project and one year thereafter.

G. Contractor shall notify the governmental entity, in writing, certified mail, or personal delivery, within 10 days after Contractor knew (or should have known), of any change that materially affects provision of coverage of any person(s) providing services on Project.

H. Contractor shall post a notice on each Project site, in text, form, and manner prescribed by Texas Workers' Compensation Commission, informing all persons providing services on Project, they are required to be covered, and state how to verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with whom he contracts to provide services on a Project, to:

1. Provide coverage, based on proper reporting of classification codes, payroll amounts, and filing of any coverage agreements, which meets statutory requirements of Texas Labor Code, Section 401.011(44) for all employees providing services on Project, for duration of Project;
2. Provide Contractor, before person begins Work on Project, a Certificate of Coverage showing coverage is provided for all employees of person providing services on Project, for duration of Project;
3. Provide Contractor, before end of coverage period, a new Certificate of Coverage showing extension of coverage, if coverage period shown on current Certificate of Coverage ends during duration of Project;
4. Obtain from each person(s) with whom he contracts, and provide Contractor:
   (a) Certificate of Coverage, prior to other person beginning work on Project; and
   (b) New Certificate of Coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on current Certificate of Coverage ends during duration of Project;
5. Retain all required certificates of coverage on file for duration of Project and one year thereafter.
6. Notify the governmental entity, in writing, certified mail, or personal delivery, within 10 days after person knew (or should have known), of any change that materially affects provision of coverage of any person(s) providing services on Project; and

7. Contractually require each person with whom he contracts, to perform as required by Articles SC-6.03.I.1 - 7, with Certificates of Coverage provided to the person(s) for whom they are providing services.

J. By signing this Contract or providing/causing to be provided a Certificate of Coverage, Contractor represents to the governmental entity that all Contractor employees who will provide services on Project, will be covered by workers' compensation coverage for duration of Project, coverage will be based on proper reporting of classification codes and payroll amounts, and all coverage agreements will be filed with appropriate insurance carrier(s) or, in the case of a self-insured, with Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor failure to comply with any provision is a Contractor breach of Contract which entitles the governmental entity to declare Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

SC 6.03 Add the following new paragraph immediately after Article 6.03.J:

K. Limits of liability for insurance required by Article 6.03 of the General Conditions, shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

1. Workers' Compensation, and related coverages under Articles 6.03.A.1 and A.2 of the General Conditions:

STATE	**STATUTORY**
Employer's Liability:	
Each accident	$100,000.00
Disease, each employee	$100,000.00
Disease, policy limit	$500,000.00

2. Contractor's Commercial General Liability under Articles 6.03.B and C of the General Conditions:

Each Occurrence (bodily injury and property damage)	$1,000,000.00
Personal and Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products: Completed Operations Aggregate	$2,000,000.00

3. Automobile Liability under Article 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$1,000,000.00
Each accident	$1,000,000.00
Property damage:	
Each accident	$1,000,000.00
~OR~	
Combined single limit of	$1,000,000.00

4. Excess or Umbrella Liability:

Per occurrence	$3,000,000.00
General aggregate	$3,000,000.00

6.05 Property Insurance

SC 6.05.A Delete 6.05 in its entirety.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Article 10.03.A:

B. Resident Project Representative (RPR) will be the Engineer's representative at the Site, act as directed by and under Engineer supervision, and confer with Engineer regarding RPR actions.

1. General: RPR dealings in matters pertaining to Work in general shall be with Engineer and Contractor. RPR dealings with subcontractors shall only be through or with Contractor's full knowledge and approval. RPR shall generally communicate with Owner only with Engineer's knowledge and direction.
2. Schedules: Review progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences, and other Project-related meetings). Prepare and circulate copies of minutes thereof.
4. Liaison:
    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding provisions and intent of Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.
    c. Assist in obtaining additional details or information from Owner when required for proper execution of Work.
5. Interpretation of Contract Documents: Report to Engineer when Contract Document clarifications and interpretations are needed. Transmit to Contractor, clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
    a. Record received date of samples and Contractor-approved Shop Drawings.
    b. Receive samples, furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.
    c. Advise Engineer and Contractor of commencement on any portion of Work requiring Shop Drawing or sample submittal which RPR believes is not Engineer approved.
7. Modifications: Consider and evaluate Contractor's modification suggestions in Drawings or Specifications and report suggestions, together with RPR recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

    a. Conduct onsite observations of Contractor's Work in progress to assist Engineer in determining if Work is generally proceeding in accordance with Contract Documents.
    b. Report to Engineer whenever RPR believes any part of Contractor's work in progress is defective, will not produce a completed Project generally conforming to Contract Documents, or will risk design concept integrity of the completed Project as a functioning whole and indicated in Contract Documents, damaged, or does not meet requirements of any inspection, test, or approval required; and advise Engineer of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. Inspections, Tests, and System Start-ups:

    a. Verify tests, equipment, and system start-ups and operating and maintenance training are conducted in appropriate Owner's personnel presence, and Contractor maintains adequate records thereof.
    b. Observe, record, and report to Engineer appropriate details relative to test procedures and systems start-ups.

10. Records:

    a. Prepare a daily report, diary, or log book, recording Contractor hours onsite, subcontractors present at the Site, weather conditions, data/questions relative to Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, delivery of equipment or materials, daily activities, decisions, and general and specific observations in more detail observing test procedures. Send copies to Engineer.
    b. Record names, addresses, fax numbers, email addresses, web site locations, and phone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
    c. Maintain records for use in preparing Project documentation.

11. Reports:

    a. Furnish to Engineer periodic reports as required for progress of Work and Contractor compliance with Progress Schedule and schedules of Shop Drawing and sample submittals.
    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    c. Immediately notify Engineer of any Site accidents, emergencies, Acts of God endangering Work, force majeure or delay events, damage to property by fire or other causes, or discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to Engineer, noting the particular relationships of payment

requested to Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in Work.

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

14. Completion:

    a. Participate in Engineer's Site visits to determine Substantial Completion. Assist in determination of Substantial Completion and preparation of punch list of items to be completed or corrected.
    b. Participate in Engineer's final Site visit to determine completion of Work, with Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
    c. Observe if all items on final list have been completed/corrected and make recommendations to Engineer concerning acceptance and issuance of notice of acceptability of Work.

C. RPR shall not:

1. authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. exceed limitations of Engineer's authority as set forth in Contract Documents.
3. undertake any responsibility of Contractor, subcontractors, or suppliers.
4. advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor work.
5. advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs regarding Owner or Contractor activities and/or operations.
6. participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. accept Shop Drawing or sample submittals from anyone other than Contractor.
8. authorize Owner to occupy Project in whole or part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.03 Unit Price Work

A. The following Supplementary Condition is typically called a "variation in estimated quantities clause" (VEQ) and facilitates administrative resolution of situations where actual quantities of unit price items differ materially from estimated quantities. Typically, the clause applies where extended price (unit price times estimated quantity) of an item of the Unit Price Work is more than 5 percent of Contract Price (based on estimated quantities), and actual quantity of units of work performed or furnished varies by more than a specified percent (typically 15 to 25 percent).

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment, if:

1. extended price of a particular item of Unit Price Work amounts to 5 percent or more of Contract Price (based on estimated quantities at the time of Contract formation) and variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from estimated quantity of such item indicated in Agreement;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes he incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes the quantity variation entitles Owner to an adjustment in unit price, Owner may make a Claim, seeking an adjustment in Contract Price.

SECTION 01 10 00 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Work covered by Contract Documents.
   2. Contractor use of site and premises.
   3. Work sequence.
   4. Owner occupancy.
   5. Permits.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: Wastewater System Improvements; Briarwood Avenue Utility Improvements.
B. Location: Midland, Texas.
C. Owner: City of Midland.
D. Project consists of approximately 1,642 linear feet of new 24-inch buried gravity sewer main, manholes and associated appurtenances.

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Work by others and Owner.
   3. Public access.

B. Construction operations: Limited to areas noted on Drawings.
C. Time restrictions for performing Work are as specified in Section 00 52 00 “Agreement Between Owner and Contractor for Construction Contract.”
D. Utility outages and shutdowns.
   1. Coordinate and schedule utility outages/shutdown.
   2. Allowed only at previously-agreed-upon times.
   3. Schedule at least one week before outage/shutdown.
   4. Submit outage/shutdown request to Engineer itemizing dates, times, and durations of early requested outage/shutdown.

1.4 WORK SEQUENCE

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

1.5 OWNER OCCUPANCY

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

1.6 PERMITS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Application for Payment.
   2. Change Procedures.
   3. Unit prices.
   4. Alternates.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

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

1.3 CHANGE PROCEDURES

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

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

1.4 UNIT PRICES

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

1.5 ALTERNATES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Lump sum items.
   5. Bid Form-specific payment items.

B. Related Requirements:
   1. Section 00 41 00 “Bid Form.”
   2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price bid on each item as stated in Section 00 41 00 “Bid Form” includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

1.3 MOBILIZATION/DEMOBILIZATION

A. Payment made for mobilization and demobilization on lump sum basis.

B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.

C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.

D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
   1. First Application for Payment: 50 percent of lump sum.
   2. Second Application for Payment: 75 percent of the lump sum.
   3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
   4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

1.4 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all work and material for installing unit price item as specified.

C. Measurement made in units shown on Section 00 41 00 “Bid Form.”

1.5 LUMP SUM ITEMS

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

1.6 BID FORM-SPECIFIC PAYMENT ITEMS

A. General/Site
    1. Asphalt Pavement Removal and Replacement
        a. Measurement: Square yard basis of measured finished area based on defined limits as specified on Drawings and Specifications.
        b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for cutting, removing, disposing, furnishing and installing base and subgrade, and furnishing and installing pavement and other incidental work. No payment for work outside maximum pavement limits indicated on Drawings and Specifications, or pavement removed for Contractor convenience.
    2. Concrete Curb and Gutter Removal and Replacement
        a. Measurement: Linear foot basis of measured finished area based on defined limits as specified on Drawings and Specifications.
        b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for cutting, removing, disposing, furnishing and installing base and subgrade, and furnishing and installing curb and gutter and other incidental work.
    3. Remove and Replace Fence
        a. Measurement: Linear foot basis as measured along the ground of removed and replaced fence without deductions for gates or posts.
        b. Payment: For each type and height specified, shown on Drawings, and included in Bid Form, payment per linear foot for removal, disposing, furnishing and installing all fencing components and other incidental work required for complete installation.
    4. Traffic Control
        a. Measurement: None
        b. Payment: Lump sum basis for acquiring an approved traffic control plan and implementing and maintaining an approved traffic control plan as required and specified.
B. Sewer
    1. Gravity Sewer Mains
        a. Measurement: Linear foot basis as measured along surface from center-to-center of manhole or appurtenance. Based on defined limits as specified on Drawings and Specifications.
        b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per unit price for excavation, foundation, bedding, backfill, compaction, testing, cctv, furnishing and installing pipe at depths specified, and all other incidental work required for complete installation.

2. Manholes (0-6 feet)
    a. Measurement: Per each basis as defined by locations shown on Drawings and Specifications.
    b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, testing, furnishing and installing manhole, frame and cover, grade rings, and concrete collar, and all other incidental work required for complete installation.
3. Manhole Extra Depth
    a. Measurement: Per vertical foot basis measured in excess of 6-foot depth, as defined by locations shown on Drawings and Specifications.
    b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per vertical foot for furnishing and installing manhole and all other incidental work required for complete installation.
4. Trench Safety
    a. Measurement: Linear foot basis as measured along excavation center line for trenches requiring trench safety. Based on defined limits as specified on Drawings and Specifications.
    b. Payment: Per unit price for implementing and maintaining an approved trench safety plan as specified.
5. Warning Tape
    a. Measurement: Linear foot basis as measured along center line of installed tape, based on defined limits as specified on Drawings and Specifications.
    b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for furnishing and installing at depths specified, and all other incidental work required for complete installation.
6. Connection to Existing Sewer Manhole
    a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
    b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per each for connection to existing sewer manhole and all other incidental work required for complete installation.
7. Sewer Plug
    a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
    b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for excavation, foundation, bedding, backfill, compaction, furnishing and installing plug, and all other incidental work required for complete installation.
8. Remove Existing Sewer Main
    a. Measurement: Linear foot basis as measured along center line of sewer main removed, measured from end-to-end. Based on the defined limits as specified on Drawings and Specifications.
    b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per each for excavation, removal and disposal of sewer main, backfill, compaction, and all other incidental work required for complete installation.
9. Temporary Bypass Pumping
    a. Measurement: None.
    b. Payment: Lump sum basis for furnishing, installing, maintain, and operating bypass pumping equipment, and all other incidental work required for complete installation and operation.

PART 2 - PRODUCT (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance.
   2. Product options.
   3. Product substitution procedures.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless Owner accepts substitution and approves in writing.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 “Product Requirements.”

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.

B. Substitutions may be considered when product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article numbers in Specifications.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts, as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.
   9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation Contractor:
   1. Investigated proposed product and determined it meets/exceeds quality level of specified product.
   2. Will provide same warranty for substitution as specified product.

3. Will coordinate installation and make changes to other Work required for Work to complete with no additional cost to Owner.
4. Waives claims for additional costs/time extension that subsequently become apparent.
5. Will coordinate installation of accepted substitute, making required changes for Work to complete in all respects.
6. Will reimburse Owner for review/redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions not considered when indicated/implied on Shop Drawing or Product Data submittals without separate written request or acceptance requires revision to Contract Documents.

F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Contractor-standard or Engineer-provided form.
2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on Contractor.
4. Engineer will notify Contractor in writing of decision to accept/reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Preconstruction meeting.
   4. Request for information.
   5. Progress meetings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange at https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to set up user name and password information.
   3. If Project is not listed when logged in, contact Engineer to add Project to your account.

B. Project information includes, but is not limited to:
   1. Product Submittals.
   2. Requests for Information (RFI).
   3. Applications for Payment.
   4. Schedules.
   5. Construction Change Requests (CCRs).
   6. Close-out Documents.
   7. Construction Document Files.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.

B. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

C. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION MEETING

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

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

C. If necessary, Engineer shall record minutes and distribute copies to participants.

1.5 REQUEST FOR INFORMATION (RFI)

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

1.6 PROGRESS MEETINGS

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

5. Engineer.
6. As appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review Work progress.
3. Field observations, problems, and decisions.
4. Identify problems which impede planned progress.
5. Review submittal schedule and status of submittals.
6. Review off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding Work period.
10. Coordinate projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Testing.
14. Other business relating to Work.

E. Record minutes and distribute copies within five days to Engineer, participants, and those affected by decisions made.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittals.
   2. Gantt chart schedules.
   3. Review and evaluation.
   4. Updating schedules.
   5. Distribution.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Post as electronic file to Project website.

B. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.

C. Schedule Updates:
   1. Submit with each Application for Payment.
   2. Projected and actual percent of completion.
   3. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
   4. Changes in Work scope and activities modified since submittal.
   5. Delays in submittals or resubmittals, deliveries, or Work.
   6. Adjusted or modified sequences of Work.
   7. Other identifiable changes.
   8. Revised projections of progress and completion.

D. Narrative Progress Report:
   1. Submit with each Application for Payment.
   2. Summary of Work completed during past period between reports.
   3. Work planned during next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously-submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.3 GANTT CHART SCHEDULES

A. Format Gantt chart Schedule, to include at least:
   1. Identification and listing, in chronological order, activities reasonably required to complete Work, including:
      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.
      d. Equipment and equipment system test and startup activities.
      e. Project closeout and cleanup.

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

1.4 REVIEW AND EVALUATION

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

1.5 UPDATING SCHEDULES

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

1.6 DISTRIBUTION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Proposed products list.
   4. Shop Drawings.
   5. Product data.
   6. Test reports.
   7. Certificates.
   8. Manufacturers' instructions.
   9. Manufacturer’s Field Reports.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Each submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractor’s other sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to submittal.

G. Apply Contractor's stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.

I. For each submittal for review, allow 10 working days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be in blue or green colors only.

K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

L. Unrequested Submittals will not be recognized or processed.

M. Format:
   1. Submit all submittals digitally using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for same submittal will not

be accepted.

2. Submittals in any other format, including ZIP files, will be rejected.
3. Hard copies, not accepted.
4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
5. Upload submittals to Project website.

N. Submittal procedures described herein apply to construction progress schedule, products list, shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection Drawings, RFIs, and other submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

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

1.4 PROPOSED PRODUCTS LIST

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

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

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

5. In creation and publication of Shop Drawings, under no circumstances shall Engineer's seal or title block of drawing be reproduced. Shop drawings must be original works from Contractor subcontractors, sub-subcontractors, and material suppliers.

1.6 PRODUCT DATA

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

1.7 TEST REPORTS

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

1.8 CERTIFICATES

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

1.9 MANUFACTURER'S INSTRUCTIONS

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

1.10 MANUFACTURER'S FIELD REPORTS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Testing and inspection services.
   5. Manufacturers' field services.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer’s instructions. If manufacturer’s instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or required by applicable codes.

B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards and maintain onsite when required by product Specifications.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

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

1.5 TESTING AND INSPECTION SERVICES

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

1.6 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specifications, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, testing, adjusting, and balancing equipment, and commissioning as applicable, and initiate instructions when necessary.
B. Submit qualifications of observer to Engineer 30 days before required observations. Observer is subject to Engineer approval.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
D. Refer to Section 01 33 00 “Submittal Procedures,” Article 1.11 - Manufacturer's Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction Facilities:
      a. Vehicular access.
      b. Parking.
      c. Progress cleaning.
      d. Traffic regulation.
   2. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Security.
      d. Water control.
      e. Dust control.
      f. Erosion and sediment control.
      g. Pollution control.
      h. Protect Work.
   3. Remove utilities, facilities, and controls.

B. Related Requirements:
   1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 VEHICULAR ACCESS

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

1.3 PARKING

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

2. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

D. Removal, Repair:
   1. Remove temporary materials and construction before Substantial Completion.
   2. Remove underground work and compacted materials to 2-foot depth. Fill and grade site as specified.
   3. Repair existing facilities damaged by use, to original condition.

E. Mud from Site Vehicles: Provide way to remove mud from wheels before entering streets.

1.4 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.

B. Remove waste materials, debris, and rubbish from site and dispose off-site as required to maintain clean site.

1.5 TRAFFIC REGULATION

A. Contractor’s Responsibilities
   1. Follow City of Midland’s latest temporary traffic control notes as provided on Contract Drawings.
   2. Provide Traffic Control Plan (TCP) as necessary for phased construction.
   3. TCP must be signed and sealed by a professional engineer licensed in Texas.
   4. Designate a responsible individual for TCP replacement and maintenance.

B. Signs, Signals, And Devices:
   1. Post- and Wall-Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction and/or Texas Manual on Uniform Traffic Control Devices (TMUTCD) and/or TxDOT Standards.
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones and Drums: As approved by authority having jurisdiction.
   4. Flares and Lights: As approved by authority having jurisdiction.
   5. Flagperson Equipment: As required by authority having jurisdiction.

C. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

D. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.

E. Haul Routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

F. Traffic Signs And Signals:
   1. Provide signs at approaches to site and onsite, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor operations.
   3. Relocate as Work progresses to maintain effective traffic control.

G. Removal:
    1. Remove equipment and devices when no longer required.
    2. Repair damage caused by installation.
    3. Remove post settings to 2-foot depth.

1.6 BARRIERS

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

1.7 FENCING

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

1.8 SECURITY

A. Security Program:
    1. Protect Work, existing premises, and Owner operations from theft, vandalism, and unauthorized entry.
    2. Initiate program at Project mobilization.
    3. Maintain program throughout construction period until directed by Engineer.
B. Entry Control:
    1. Restrict entrance of persons and vehicles into Project site and existing facilities.
    2. Allow entrance only to authorized persons with proper identification.

1.9 WATER CONTROL

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

1.10 DUST CONTROL

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

1.11 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
F. Comply with site Section 01 57 23 “Temporary Stormwater Pollution Control.”

1.12 POLLUTION CONTROL

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

1.13 PROTECT WORK

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

1.14 REMOVE UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 – TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

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

1.3 SUBMITTALS

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

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each workday.

C. Silt Fences/Diversion Berms: Provide silt fences and/or diversion berms as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide sand/gravel bags as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing

between ridge and drain, place bags as work progresses, remove/replace/relocate bags as needed for work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer stips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 PRODUCTS

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

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surveying.
   2. Closeout procedures.
   3. Demonstration and instructions.
   4. Testing, adjusting, and balancing.
   5. Project record documents.
   6. Product warranties and product bonds.
   7. Examination.
   8. Preparation.
   9. Execution.
   10. Protecting installed construction.
   11. Final cleaning.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SURVEYING

A. Employ land surveyor registered in State of Texas and acceptable to Engineer.

B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is indicated on Drawings.

D. Verify setbacks, easements, and rights of way. Confirm Drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.

F. Submit copy of Site Drawing signed by land surveyor certifying elevations and locations of Work are per Contract Documents.

G. Maintain complete and accurate log of control and survey Work as Work progresses.

H. Protect survey control points before starting Site Work. Preserve permanent reference points during construction.

I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

K. Provide to Engineer as built survey data of all watermain, sewer main, and air relief valve installation. Survey data shall be provide in NAD 83/NAVD 88 Texas Central Zone with a 1.0 foot or better accuracy on horizontal and a 1.0 inch or better accuracy on vertical. Survey data is to be provided in excel .csv file format with all rounding functions turned off.

1.3 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion, either for entire Work or portions of Work:
   1. Submit maintenance manuals, Project record documents, and other similar final record data per this Section.
   2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompletion, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   8. Perform final cleaning per this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to complete or correct (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
   3. If Engineer and Owner determine Work is NOT substantially complete:
      a. Engineer and Owner will promptly notify Contractor in writing, stating reasons for opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
      c. Engineer and Owner will reinspect Work.
      d. Repeat until Work passes inspection.
   4. When Engineer and Owner finds Work is substantially complete, they will:
      a. Prepare Certificate of Substantial Completion on Engineer-provided form, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
   5. After Work is substantially complete, Contractor shall:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
      b. Complete Work listed for completion or correction within time stipulated.

C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment.
   1. When Contractor considers Work complete, submit written certification that:
      a. Contract Documents were reviewed.
      b. Work was examined for compliance with Contract Documents.
      c. Work was completed per Contract Documents.
      d. Work is complete and ready for final inspection.
   2. Submit:
      a. Final punch list indicating all items are complete or correct.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's affidavit of payment of debts and claims on Contractor's Affidavit of Payment of Debts and Claims form.
      f. Contractor affidavit of release of liens on Contractor's Affidavit of Release of Liens form.
      g. Consent of surety to final payment on Contractor’s Consent of Surety to Final Payment form.
   3. Perform final cleaning for Contractor-soiled areas per this Section.

D. Final Completion Inspection:
   1. Within seven days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
   2. If Engineer and Owner consider Work incomplete or defective:
      a. Engineer and Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
      b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
      c. Engineer and Owner will reinspect Work.
      d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
      e. Engineer and Owner inspection.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate Project equipment by authorized manufacturer's representative who is knowledgeable about Project.

B. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

C. Required instruction time for each item of equipment and system is specified in individual Specifications.

1.5 TESTING, ADJUSTING, AND BALANCING

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

1.6 PROJECT RECORD DOCUMENTS

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

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including:
   1. Manufacturer's name, product model and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings. Legibly mark each item to record actual construction as:
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
   2. Include locations of concealed elements of Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.
   4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
   5. Identify and locate existing buried or concealed items encountered during Project.
   6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   8. Field changes of dimension and detail.
   9. Details not on original Drawings.

G. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers within 10 days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and notarized.

D. Co-execute submittals when required.

E. Include TOC and assemble in binder with durable plastic cover.

F. Submit before final Application for Payment.

G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after date of Substantial Completion, before final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 EXECUTION

A. Comply with manufacturer installation instructions, performing each step, in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
   1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
   2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
   3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.

F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
   1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
   2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Adjust operating products and equipment to ensure smooth and unhindered operation.
H. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

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

3.5 FINAL CLEANING

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

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 CONCRETE MIXTURE

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

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

2.2 CEMENT

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

2.3 AGGREGATE

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

2.4 WATER

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

2.5 STEEL REINFORCEMENT

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

D. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI "Manual of Standard Practice," from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
   2. Space reinforcing supports at 5 feet, 0-inch maximum in any direction.

2.6 ADMIXTURES

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

2.7 COVER MATERIAL FOR CURING

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

2.8 FORMS

A. Forms shall be constructed of steel with the exception of curved areas and sidewalks.
   1. Use flexible or curved forms for curves of a radius 100 feet or less.
   2. Forms should be no less than 10 feet in length.

B. Form-Release Agent: Commercially formulated form-release agent with a maximum of 350 g/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces, nor impair subsequent treatments of concrete surfaces.

C. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units to leave no metal closer than 1-1/2 inches to exposed concrete surface plane.
   1. Provide ties so, when removed, will leave holes not larger than 1-inch in diameter in the concrete surface.

2.9 RELATED MATERIALS

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

2.10 FIBER REINFORCEMENT

A. TxDOT Item 440, Fiber Mesh, Caprolan RC, or approved equal.
B. Material and rate of application shall be approved by Engineer prior to placement.
C. Fiber reinforcement is allowed at Contractor discretion for slab-on-grade applications unless otherwise specified on Drawings or Specifications.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 EDGE FORMS AND SCREED CONSTRUCTION

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

3.3 STEEL REINFORCEMENT

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

3.4 JOINTS

A. Construct isolation, contraction, construction joints, and tool edgings true-to-line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than a half hour, unless pavement terminates at isolation joints.
   1. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
   2. Provide tie bars at sides of pavement strips where indicated.
   3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Form Isolation Joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
   1. Extend joint fillers full width and depth of joint.
   2. Terminate joint filler less than 1/2-inch or more than 1-inch below finished surface if joint sealant is indicated.
   3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
   4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Driveway and Pavement Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces. Refer to Plans for joint dimensions.

E. Sidewalks:
   1. Control Joints: Saw-cut 1/8-inch control joints after curing to depth shown on Plans. Joints shall be clean, straight lines as shown on Plans. Concrete surface shall be cleaned of all debris after installation.
   2. Expansion Joints: Install at formed construction joints.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until at required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

G. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete placed more than 15 minutes without covered by top layer or use bonding agent if approved by Engineer.

H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of 28-day compressive strength.

J. Cold-Weather Placement: Comply with ACI 306.1. Protect concrete work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
   1. When air temperature has fallen to, or is expected to fall below, 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 and not more than 80 degrees F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

K. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
   2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. DO NOT wet concrete surfaces during screeding, initial floating, or finishing operations.

B. Float Finish: Begin second floating operation when bleed-water sheen disappears and concrete surface stiffens sufficiently to permit operations. Float surface with power-driven floats or hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Light-to-Medium Broom Finish: For concrete sidewalks.
   2. Medium-to-Coarse-Textured Broom Finish: For concrete pavement and driveways, provide a medium-to-coarse finish by dragging float-finished concrete surface 1/16 to 1/8-inch deep with a stiff-bristled broom, perpendicular to line of traffic.

C. Wall Finishes: Concrete walls shall be form-revealed finish. Reference Plans for forms dimension control.

3.7 CONCRETE PROTECTION AND CURING

A. Protect freshly-placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x H before and during finishing operations. Apply according to manufacturer written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete but not before free water disappears from concrete surface.

D. Curing Methods: Cure concrete by moisture-curing, moisture-retaining-cover-curing, curing compound, or a combination.

1. Moisture Curing: Keep surfaces continuously moist for no less than seven days with water, continuous water-fog spray, and absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control include those specified in this Article.

B. Testing Services: Perform testing according to these requirements:

1. Uniformity of Concrete: Tex-472-A
2. Slump: Tex-415-A; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: Tex-416-A, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
4. Concrete Temperature: Tex-422-A; one test hourly when air temperature is 40 degrees F and below and 80 degrees F and above, and one test for each set of compressive-strength specimens.
5. Compression Test Specimens: Tex-447-A; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.

6. Compressive-Strength Tests: Tex-418-A; one set for each day's pour of each concrete class exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards. One specimen shall be tested at seven days and two specimens at 28 days. Retain one specimen in reserve for later testing if required.
7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

C. Test results shall be reported in writing to Engineer and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both seven- and 28-day tests.

D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as the sole basis for approval or rejection.

E. Additional Tests: Contractor shall make additional tests of concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements are not met, as directed by Engineer. Contractor may conduct tests to determine adequacy of concrete by cored cylinders complying with Tex-424-A, or by other methods as directed.

F. Contractor shall pay for failing tests.

G. Questionable Concrete:
1. Concrete considered "Questionable Concrete" where any of the following test evaluations occur:
   a. Individual test strength is below specified strength; or
   b. Samples of concrete for acceptance test cylinders or acceptance test beams are not representative of concrete-in-place in the pavement; or
   c. Insufficient or inadequate concrete curing; or
   d. Insufficient number of acceptance test cylinders or acceptance test beams for days concreting were made for testing.
2. Except where core tests will impair the strength of the structure, core test as directed by Owner shall be made at no cost to Owner to resolve Questionable Concrete. If core tests fail to demonstrate test strength required by Contract Documents or structural analysis does not confirm the adequacy of structure, Owner may, at his discretion, reject work or require load tests or additional construction. Should structural analysis confirm the adequacy of pavement, Owner may, at his discretion, accept concrete with credit for full value of concrete delivered to site in accordance with General Conditions.
3. Contractor shall pay all costs incurred in providing the additional testing or analysis to resolve acceptability of Questionable Concrete.
4. Core Tests:
   a. Three representative cores shall be taken from each member or area of concrete for each test considered questionable. Location of cores shall be as directed by Owner to least impair pavement strength. Damaged cores shall be replaced.
   b. Cores shall be obtained and tested in accordance with Tex-424-A except that if concrete in structure will be dry under service conditions cores shall be air dried (temperature 60 to 80 degrees F, and relative humidity less than 60 percent) for seven days before test and shall be tested dry. If concrete in structure will be more than superficially wet under service conditions, cores shall be immersed in water for at least 48 hours and tested wet.

c. Questionable concrete will be considered structurally acceptable if average of cores is equal to or greater than 90 percent of the specified strength and no single core is greater than 500 psi below specified compressive strength (50 psi below specified beam strength).

3.9 REPAIRS OF DEFECTIVE PAVEMENT SLABS

A. Replace or repair broken slabs, random cracks, nonworking contraction joints near cracks, and spalls along joints and cracks as specified at no cost to Owner.

B. Broken Slabs: Entirely remove and replace pavement slabs containing multiple cracks through more than 1/4 of the depth of slab separating slab into three or more parts and pavement slabs with one or more cracks through more than 1/4 of pavement depth extending diagonally across more than 1/3 of the slab either transversely or longitudinally. Repair pavement slabs containing a single diagonal crack intersecting transverse and longitudinal joints within 1/3 of the width and length of slab from corner by removing and replacing smaller portion of slab.

C. Grooving and Repairing Cracks in Pavement Slabs: Random cracks penetrating more than 1/4 of pavement depth shall be grooved, crack filled with epoxy-resin, and groove filled with epoxy-resin grout. Groove top of crack to a minimum depth of 3/4-inch and a width not less than 3/8 nor more than 5/8-inch by means of an approved grooving machine. Grooving machine shall be vertical rotary-cutting and capable of following closely the crack path and of widening the crack top to the required section without spalling or otherwise damaging concrete. Fill random cracks that are tight and penetrate less than 1/4 of the pavement depth with epoxy-resin. When necessary, determine depth of crack penetration by core inspection of not less than 4 inches in diameter, drilled by Contractor, at his expense, at locations directed. Refill core holes with Portland cement concrete, bonded to pavement with epoxy-resin grout. In addition, when longitudinal crack is continuous across one or more slabs and penetrates more than 1/4 of the pavement depth, drill core holes not less than 6 inches in diameter through full depth of slab at both ends of crack. In operation to drill cores at the longitudinal-crack ends, position core bits so core removed will include not more than 3 inches of crack. Use sandblasting and high-pressure air jets to remove any fines near apparent ends of crack to permit accurate determination of crack ends. Remove all fines, dust, and other loose material on cored holes wall by scrubbing with a stiff-bristle brush, followed by washing and dewatering core hole. Refill these core holes with epoxy-resin concrete. Apply a prime coat of epoxy-resin binder thinned with three parts toluene to seven parts epoxy binder, by volume, and brush into vertical wall of core hole. Delay placement of epoxy-resin concrete until prime coat becomes stringy or approaches dry to touch. Place epoxy-resin concrete in layers not over 6 inches thick. Time interval between additional layer placement shall be so epoxy-resin concrete temperature does not exceed 140 degrees F any time during hardening.

3.10 NONWORKING (UNCRACKED) CONTRACTION JOINTS

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

3.11 SPALLING ALONG JOINTS AND CRACKS

A. Repair spalls by making a saw cut at least 1-inch outside spalled area to a minimum depth of 2 inches. When spalled area abuts a joint, saw cut shall be made to a depth of 2 inches or 1/6 slab thickness, whichever is greater. Remove concrete between saw cut and joint or primary crack to a minimum depth of 2 inches below original concrete surface, and additional depth where necessary to expose a surface of sound, unweathered concrete, uncontaminated by oils, grease, deicing salts, solutions, or other substances inhibiting the epoxy-resin bonding material performance. Accomplish removal of concrete volume between saw cut and joint or primary crack using a hydraulic impact hammer or other method approved by Owner Representative. Contractor shall exercise care in removing required concrete so no damage is inflicted on adjoining concrete slab. Contractor shall repair damage of adjoining concrete, at his expense, to satisfaction of Owner Representative.

B. Thoroughly clean concrete void to patch with compressed air, sandblasting, or other approved method to remove all loose material. Apply a prime coat of epoxy-resin binder thinned with three parts toluene to seven parts epoxy binder, by volume, to dry, cleaned surface of all sides of cavity, except joint or primary crack face. Apply prime coat in a thin coating and scrub into surface with stiff-bristle brush. Delay placement of Portland cement concrete or epoxy-resin concrete or mortar until prime coat becomes stringy or approaches dry to touch. Then place epoxy concrete in the cavity in layers not exceeding 2 inches thick. Time interval between placement of additional layers shall be so temperature of epoxy-resin concrete does not exceed 140 degrees F at any time during hardening. Use mechanical plate, screed, float vibrators, or hand tampers to consolidate concrete or mortar. Remove excess mortar or concrete on adjacent surfaces of hardened concrete before it hardens. After finishing operations and while epoxy-resin concrete or mortar is still tacky, uniformly spread a thin coating of Portland cement on surface of repaired area and lightly brush into surface. If spalled area to patch abuts a working joint or working crack which penetrates full depth of a slab, use an insert or other bond-breaking medium to maintain working joints or cracks during repair work. Use surface embedment of flexible polyethylene or other suitable type hose to form a groove along working crack to fill with appropriate type of joint-sealing material. Carefully remove hose before concrete hardens sufficiently to form a high bond. Thoroughly clean groove and fill with sealer as specified in Section 32 13 73 “Concrete Paving Joint Sealants.”

3.12 REMOVAL AND REPLACEMENT OF DEFECTIVE PAVEMENT AREAS

A. Remove and replace defective pavement areas as specified with pavements of the thickness and quality required by these Specifications. Carefully remove defective pavement so adjacent pavement will not be damaged and existing reinforcement at joints will be left intact. When replacing a portion of an unfractured slab, make a 2-inch deep saw cut transversely across slab in required location, and remove concrete to provide an essentially vertical face in remaining portion of slab. Prior to placement of fresh concrete, clean face of slab of debris and loose concrete then thoroughly coat with epoxy-resin grout. Epoxy-resin coating shall be approximately 1/16-inch and applied by scrubbing a thin coat of grout into surface with stiff-bristle brush followed by a second application. Place strips of polyethylene sheeting on vertical faces of adjacent slabs at juncture with slab to patch as a bond-breaking medium. Accomplish placement of fresh, Portland cement concrete while epoxy-resin is still tacky so grout coating is not removed. Construct longitudinal and transverse joints of replaced slab or portion as indicated. Seal joints as specified in Section 32 13 73 “Concrete Paving Joint Sealants.” Replaced pavements will be paid for at

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

3.13 TOLERANCE IN SLAB THICKNESS

A. Determine thickness of slab by average caliper measurement of cores tested in accordance with Tex-423-A. Owner's Representative may elect to measure thickness of concrete pavement prior to placement based on measurements from a string line stretched across forms or in plastic concrete behind concrete placing operation.

B. Remove and replace areas found deficient in thickness with concrete of thickness shown on Plans at Contractor expense. If cores are used to determine concrete thickness, Contractor shall fill core holes with non-shrink grout at his expense.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Division 31 Specification Sections apply to Work of this Section.
   3. Division 32 Specification Sections apply to Work of this Section.
   4. Division 33 Specification Sections apply to Work of this Section.

1.2 TRENCH SAFETY

A. Contractor responsible for complying with all applicable State of Texas safety standards and applicable OSHA regulations concerning trench excavation, general excavation, and construction safety.

B. Contractor responsible for implementing trench safety system wherever trench depth exceeds 5 feet. Contractor refers to Section 31 41 10 “Trench Safety Systems” for approved trench safety methods for pipelines.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CLEARING SITE AREA

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

B. Explosives will not be allowed.

C. Solid items must be removed to a depth of at minimum 1 foot below finished grade or subgrade elevation.

D. Hollow objects must be removed in entirety.
E. 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.

3.2 DISPOSAL

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

3.3 TRENCHING AND BACKFILLING PIPELINES

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

3.4 CLEAN UP

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

END OF SECTION

SECTION 31 20 00 – EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.
2. Division 31 Specification Sections apply to Work of this Section.
3. Division 32 Specification Sections apply to Work of this Section.
4. Division 33 Specification Sections apply to Work of this Section.

1.2 CLASSIFICATIONS

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

1.3 WORK AFFECTING EXISTING UTILITIES

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

1.4 PROTECTION

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

PART 2 - PRODUCTS

2.1 EQUIPMENT

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

2.2 TOPSOIL

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

PART 3 - EXECUTION

3.1 EXCAVATION

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

3.2 PREPARE GROUND SURFACE FOR FILLS OR EMBANKMENTS

A. Strip ground surface where placing fill of live, dead, or decayed vegetation, rubbish, debris and other unsatisfactory material.
B. Construct embankment from suitable material obtained from excavation or borrow, free of roots, rocks in excess of 3 inches, debris, and other objectionable material. Supplement excavation deficiencies from a borrow source approved by Engineer. Construct embankment in uniform horizontal layers not to exceed 8 inches of loose depth and compact with suitable

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

C. Shape 8 inches of upper portion of embankment or excavation, compact to minimum 95-percent density ASTM D1557/AASHTO T180, and finish within a tolerance of 0.5 inch in 10 feet. Protect finished subgrade and maintain in a satisfactory condition until covered by succeeding construction.

3.3 COMPACTION AND MOISTURE CONTROL

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

3.4 OVER EXCAVATION

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

3.5 MATERIAL DISPOSAL

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

END OF SECTION

SECTION 31 23 16 – EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes excavating for site improvements.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 23.13 “Backfill.”

1.2 FIELD MEASUREMENTS

A. Verify survey bench mark and intended elevations for Work are as indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 EXCAVATING

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

3.3 EXCAVATING FOR CONCRETE CURB AND GUTTER

A. Excavation for curb, gutter, and combined curb and gutter shall be with subgrade excavation for street. Street subgrade shall extend from 6 inches back of curb to 6 inches back of curb, compacted for full width to minimum 95-percent ASTM D1557/AASHTO T-180, ±2-percent optimum moisture content.

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

3.4 EXCAVATING FOR DRIVEWAYS AND ALLEY RETURNS

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

3.5 EXCAVATING FOR CONCRETE VALLEY GUTTERS, CENTER DRAINS, AND DRAINWAYS

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

3.6 EXCAVATING FOR SIDEWALKS

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

3.7 EXCAVATING FOR CONCRETE RIP RAP

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

3.8 FIELD QUALITY CONTROL

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

3.9 PROTECTION

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

END OF SECTION

SECTION 31 23 23.13 – BACKFILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Foundation perimeter and site structure backfilling to subgrade elevations.
   2. Site filling and backfilling.
   3. Fill under slabs-on-grade and paving.
   4. Consolidation and compaction.
   5. Fill for over-excavation.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 “Cast-in-Place Concrete.”
   3. Division 31 Specification Sections apply to Work of this Section.
   4. Division 32 Specification Sections apply to Work of this Section.
   5. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCES

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

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 “Submittal Procedures.”

PART 2 - PRODUCTS

2.1 FILL MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 MISCELLANEOUS BACKFILLING

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

3.4 BACKFILL FOR CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

3.5 BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

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

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

3.6 TOLERANCES

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

3.7 FIELD QUALITY CONTROL

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

3.8 PROTECTION OF FINISHED WORK

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

END OF SECTION

SECTION 31 41 10 - TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Provide detail drawings for proposed trench safety systems. Clearly identify where each system is proposed for use and type of system to be used.

B. Trench Boxes: Submit manufacturer standard data sheet and Certificate of Compliance signed by a registered engineer stating maximum allowable depth for given design pressure for each type of trench box proposed for use.

C. Alternative Systems: If alternative systems composed of steel, aluminum, wood, or combination of materials are proposed, submit design calculations signed by registered engineer showing all member properties, design strengths, and any stress increases used with justification for use.

D. Trench excavations cannot be started until trench safety systems have been submitted and approved by Engineer as specified.

1.3 QUALITY ASSURANCE

A. Trench safety systems shall be designed based on actual field conditions. Contractor shall review and determine field conditions for Project.

B. Work shall be performed by forces having at least two years' experience with similar types of trench safety systems. All prefabricated items used in trench safety systems shall be manufactured by a company with at least two years' experience in fabricating items.

C. Contractor shall be responsible for complying with all trench safety requirements and for safety of trenches and excavations.

PART 2 - PRODUCTS

2.1 GENERAL

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

B. Steel shall be of type and thickness as required by design and with minimum yield stress of F_y = 36000 psi.

C. Aluminum Type 6061-T6, thickness as required by design.
D. Wood in contact with earth to be pressure-treated soft woods or untreated hardwoods.
E. Wood not in contact with earth to be soft or hardwood as required by design.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

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

3.2 EXISTING UTILITIES

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

3.3 TRENCHING PROCEDURES

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

END OF SECTION

SECTION 32 01 17.10 - REMOVING AND REPLACING ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 REFERENCED STANDARDS

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

1.3 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 GENERAL

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

2.2 AGGREGATE

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

2.3 ASPHALT BINDER

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

2.4 TACK COAT

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

2.5 CONCRETE

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

PART 3 - EXECUTION

3.1 EXISTING PAVEMENT REMOVAL

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

3.2 CONCRETE CAP

A. After completion of the backfill in areas where an asphalt type of paving has been removed and after sufficient time has passed for ponding water to leach out of backfill material a 20-inch minimum concrete cap shall be placed to the widths and details as specified in the Contract Drawings.
B. The 20-inch minimum concrete cap shall be placed in the trenched-out area and the surface of the concrete struck off to the bottom of the proposed HMAC pavement surface course. Concrete shall be given a rough but even finish with a wood float. HMAC pavement surfacing may be applied 24 hours after completing the concrete placement.

3.3 ASPHALT PAVING

A. Examination
   1. Proceed with paving only after unsatisfactory conditions are corrected.
   2. Surface shall be clean and free of loose dirt, rock. Or any other foreign matter.

B. Weather Conditions
   1. Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Place asphalt paving only when weather conditions and moisture conditions of the roadway surface are suitable as determined by Owner's Representative.
   2. Contractor shall not perform paving operations when the ambient temperature is 45°F and falling.

C. Tack Coat
   1. The existing surfacing shall be sawcut back 3-inches from the edge of the concrete cap prior to placing the tack coat.
   2. Verify surface is clean before placing tack coat. Place at a rate of 0.10-0.15 gallons of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed apply tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contract surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

D. Asphalt Placement
   1. Place asphalt mixture to meet the typical section requirements and widths shown in the Contract Drawings.
   2. As the material is placed it shall be thoroughly raked and leveled. After surfacing has been placed, roll with a suitable 8-ton, or larger flat wheel roller. Care shall be taken to replace the pavement to the proper cross-section and elevation. In general, the new surfacing, after initial rolling, shall be 1/4 to 3/8 inch above the old surfacing to allow for further compaction. If, after rolling, there are any high or low spots, such places shall be corrected by loosening the surface and then adding or removing the proper amount of asphalt paving and then recompacting the surface.

3.4 CLEANUP

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

END OF SECTION

SECTION 32 11 50 - FLEXIBLE BASE COURSE

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 QUALITY CONTROL

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

1.3 REFERENCES

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

1.4 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 AGGREGATE

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

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

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

C. Furnish the material type specified on the Contract Drawings per Type E - Caliche.

2.2 WATER

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

2.3 MATERIAL SOURCES

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

PART 3 - EXECUTION

3.1 GENERAL

A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the Contract Drawings.

B. Haul approved flexible base in clean trucks. Deliver the required quantity as necessary.
C. No base material may be dumped on any subgrade until Engineer tests and approves.

3.2 PREPARATION OF SUBGRADE OR EXISTING BASE

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

3.3 PLACING

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

3.4 COMPACTION

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

3.5 FINISHING

A. Immediately correct all irregularities, depressions, or weak spots which develop during compaction, by scarifying affected areas, adding or removing material as required, and reshaping and recompacting by sprinkling and rolling. Immediately prior to placing surfacing, check base for grade and cross section, and correct any deviation in excess of 1/4-inch from

grade or true cross section. Contractor shall set blue tops set to finished base elevations, to check base for proper grade and elevation.

B. If base course is opened to traffic before applying surfacing, base shall be satisfactorily maintained by wetting, blading, and rolling until wearing surface is placed thereon.

C. Perform finish tolerance test at Contractor expense using a 10-foot rolling straight edge. Perform test at Engineer or Owner representative direction. When required, test shall consist of checking on path in each lane with rolling straight edge.

END OF SECTION

SECTION 33 05 76 - GLASS-FIBER-REINFORCED POLYESTER (FRP) MANHOLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. That necessary for furnishing and installing glass-fiber-reinforced polyester (FRP) manholes. Contractor shall furnish all materials, equipment, tools, labor, superintendence and incidentals required for complete construction of the work as shown on Drawings and as specified herein. All material used in construction of the manholes shall be new and of the size, type, and class specified herein and as indicated on Contract Drawings.
2. In general, FRP manholes shall be a one-piece monolithically designed unit manufactured of glass-fiber reinforced, supplier certified, unsaturated commercial grade polyester resin containing chemically-enhanced silica to improve corrosion resistance, strength, and overall performance. FRP manholes shall be manufactured per ASTM D3753, latest edition and include a manufacturer 20-year corrosion and structural warranty.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Premanufactured manholes and other FRP components shall conform to:
1. ASTM D3753- Standard specification for glass fiber reinforced polyester manholes and wetwells;
2. ASTM C581 - Practice for determining chemical resistance of chemical thermosetting resins used in glass fiber reinforced structures intended for liquid service;
3. ASTM C582 – Standard Specification for Contact-Molded Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment;
4. ASTM D695 - Test methods for compressive properties of rigid plastics;
5. ASTM D2412 – Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
6. ASTM D2583 - Test method for Indentation Hardness of Rigid Plastics by means of a Barcol Impressor.
7. ASTM D2584 - Test method for ignition loss of cured reinforced resins
8. ASTM D790 - Test method for flexural properties of unreinforced and reinforced plastics and electrical insulating materials
9. ASTM C478 – Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
10. AASHTO – LRFD Bridge Design Construction Specifications

1.3 SUBMITTALS

A. Submit under provisions of 01 33 00 “Submittal Procedures.”
B. Submit, for Engineer review and approval, all components of material to use in manhole(s), including details of construction, reinforcing, joint occurrence, method of assembly, and personnel qualifications to perform field assemblies (if required).

C. FRP manufacturer shall furnish and submit for approval complete fabrication drawings and calculations for all structures. All inserts, pipe sleeves and other accessories indicated on Contract Drawings shall be illustrated and dimensioned on the fabrication drawings.
D. Provide manufacturer literature including recommended installation procedures, instructions, certificates of material conformance with all parts of the specifications, test reports demonstrating conformance with ASTM D3753 and requirements herein.

1.4 QUALITY ASSURANCE

A. Manufacturer shall examine FRP manhole before shipment for dimensional correctness, hardness, and workmanship.
B. Controls on glass and resin content shall be maintained for all manufacturing procedures and for each portion of manhole fabrication. Record control checks. Proper glass content may be shown by glass usage checks or by glass and resin application rate checks, per material composition test in ASTM D3753.
C. All required ASTM 3753 testing shall be completed, and records of all testing kept by manufacturer. At Engineer request, these records shall be mailed for review within five workings days of receiving request. This material shall be included with literature and other documents specified for Submittal materials.

1.5 CERTIFICATION

A. Manufacturer shall certify material and workmanship comply with ASTM 3753. This certification shall consist of a statement by manufacturer accompanied by a copy of test results, that manhole(s) was sampled, tested, and inspected per ASTM 3753, this specification, and meets all requirements. An authorized agent of manufacturer shall sign each certification. All tests shall be performed as specified in ASTM 3753. Testing documents shall be no older than three months earlier than Contractor Notice to Proceed.

PART 2 - PRODUCTS

2.1 FRP MANHOLES

A. FRP manhole(s) shall be manufactured by LF Manufacturing or approved equivalent.
B. FRP manhole(s), shall be cylinders made of composite laminate. Laminate shall consist of thermo-setting chemical-resistant polyester resin, fiberglass reinforcement, and additions as required. Manhole(s), shall be manufactured per ASTM D3753 and include a manufacturer 20-Year Corrosion & Structural Warranty.
C. Manhole(s) manufacturer shall show experience in manufacture of FRP manhole(s), in scope required for project, for a continuous, uninterrupted period of at least five years. References shall be provided upon request by Engineer.

2.2 MATERIALS

A. Resin: Use unsaturated, supplier certified, commercial grade polyester resins. Same supplier shall supply all resin. DO NOT use mixed or odd lots of resin from different vendors or be grounds for rejection. Manufacturer shall document lot number of resin used for project and include same with submittal information. Directly add UV inhibitors/stabilizers to resin system to prevent photo-degradation of laminate. Exterior gel coating or painting not permitted.

B. Reinforcing Materials: Commercial grade E-type glass in the form of mat, continuous roving, chopped roving, roving fabric, or both, having a coupling agent to provide a suitable bond between glass reinforcement and resin.

C. Surfacing Materials: Reinforcing materials shall be commercial grade E-type glass in the form of mat, continuous roving, chopped roving, roving fabric, or both, with a coupling agent to provide a suitable bond between glass reinforcement and resin.

D. Fillers and additives, when used, shall be inert to environment and manhole construction and not in any way affect manhole performance for intended purpose. Additives, (thixotropic agents, catalysts, promoters, etc.), may be added as required by specific manufacturing process used to meet requirements of this standard. Calcium carbonate mixed by fabricator is not permitted. Sand is not an approved filler. Resulting reinforced-plastic material must meet requirements herein.

E. Laminate shall consist of multiple layers of glass matting and resin. Surface exposed to sewer/chemical environment shall be resin rich and have no exposed fibers. Cured laminate shall meet the following conditions:

Property	Test Method	Requirement
Glass Content (% by wt.)	ASTM D2584	9% - 20%
Compressive Strength	ASTM D695	Minimum 12,000 psi
Flexural Strength	ASTM D790	Minimum 700,000 psi
Flexural E-Modulus	ASTM D790	Minimum 12,000 psi
Surface Hardness	ASTM D2583	Minimum 90% of Resin's Normal Value

2.3 GENERAL DESCRIPTION

A. Dimensions: Manhole shall be a circular cylinder, reduced at the top to a circular manway not smaller than 30 inches inside diameter. Manholes shall be produced in half-foot increments of length ±2 inches. Nominal inside diameters shall be as indicated on Contract Drawings but no less than 48 inches. Tolerance of inside diameter shall be ±1 percent. Minimum wall thickness for all FRP manholes at all depths shall be 0.480 inch, H-20 wheel-loading and all static and dynamic loads considered in final wall thickness.

B. Configuration:

1. Cone Sections: Manway reducer must provide a bearing surface where specified ring and cover is supported and adjusted to grade with strength to support a traffic load without damage to manhole. Ring should be extended past the perimeter of manhole at least 1 inch to transfer as much load as practical to exterior wall of manhole. Reducer shall be concentric and joined to barrel section at factory with resin and glass-fiber reinforcement, providing required monolithic design to prevent infiltration/exfiltration through manhole.
2. Manway reducer cone section shall be self-centering to permit vertical height adjustment (raising or lowering) of manhole utilizing manufacturer provided materials and detailed written instructions. Butt-joint attachment of cone to pipe is not permitted.

C. Class: Complete manhole shall meet AASHTO H-20 requirements, loading with a minimum dynamic-load rating of 16,000 lbs. when tested per ASTM D3753. To establish this rating, complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbs. nor deflect vertically downward more than 0.25 inch at point of load application when loaded to 24,000 lbs. **When installed and without benefit of backfill around manhole as support, complete manhole shall be H-20 rated, no exceptions.**

D. Stubouts and Connections:
   1. Inserta-Tee: Joints for sewer main and drop connections sizes 4-12 inches shall be made by Inserta-Tee watertight compression connection. Installation shall be per manufacturer written instructions utilizing installation equipment approved for use by manufacturer of Inserta-Tee fitting. Use of equipment not meeting this requirement is expressly prohibited.
   2. Pipe Stubouts:
      a. Install rubber gasketed PVC sewer pipe stubouts to manhole with resin and glass-fiber reinforced lay-up. Gaskets shall meet same performance requirements of sewer pipe to install unless otherwise directed by Engineer. Resin and fiberglass shall be same type and grade used in fabricating fiberglass manhole. Attachment of PVC stubout to manhole wall shall use non-pigmented resins to allow for easy field inspection.
      b. Install resilient rubber pipe-to-manhole connectors (boots) which conform to ASTM C923 performance requirements. Manufacturer shall attach resilient rubber pipe-to-manhole boots using fiberglass lay-ups directly to manhole wall.
      c. Manholes for large diameter FRP pipe installations may have factory-installed FRP pipe stub-outs identical to pipe used for project, or factory-installed coupling to bottom of manhole for T-base style installation.

E. Manhole Bottom: Upon Contractor request, manholes may be provided with resin fiber-reinforced bottom section. Upon request, bottom section shall be designed to withstand hydrostatic head pressure, empty, and water to grade. Fiberglass ribs or fiberglass structural members may be utilized to meet design criteria. Stiffeners shall be of non-corrosive materials encapsulated in fiberglass. FRP encapsulated wood or lumber is not permitted. Bottom sections shall be furnished with an integral minimum 3-inch antiflotation ring. Manhole bottom shall be minimum 0.5 inch thick. Invert and bench may be factory installed utilizing non-corrosive materials encapsulated in fiberglass a minimum of 0.25 inch thick.

F. Marking and Identification. All manholes shall be marked inside and outside in letters no less than 1 inch high with:
   1. Manufacturer identification.
   2. Manufacturer serial number.
   3. Manhole length.
   4. ASTM designation.
   5. Installation assist marks (vertical lines 90-degrees apart at base of manhole).
   6. Project station location.

G. Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin. Manhole cylinders up to 72 inches ID to be manufactured by computer-regulated mandrel process. Larger diameters to be manufactured by computer-regulated steel mandrel process utilizing structural rib design.

H. Interior Access: All manholes shall be designed so ladder/step system can be supported by installed manhole. Manway openings to accommodate 24- or 32-inch specified ring and cover.

I. Manway reducers shall be concentric with respect to larger portion of manhole diameters through 60 inches. Larger manholes may have concentric or eccentric manway reducer openings.

J. Cover Ring and Support: Manhole shall provide an area from which a typical ring and cover plate can be installed with strength to support a traffic load without manhole damage. Ring should extend past perimeter of manhole at least 1 inch to transfer as much load as practical to exterior wall of manhole.

2.4 FABRICATION

A. Exterior Surface:
   1. Relatively smooth with no sharp projections. Hand-work finish acceptable if enough resin is present to eliminate fiber show. Exterior surface shall be free of blisters larger than 0.5 inch in diameter, delamination and fiber show. Gel-coat, paint, or other coatings are not allowed.
   2. For UV inhibitor, resin on manhole exterior surface shall have a gray pigment added for minimum 0.125-inch thickness.

B. Interior Surface:
   1. Resin rich with no exposed fibers and smooth for improved corrosion resistance and reduced sludge build-up. Surface shall be free of crazing, delamination, blisters larger than 0.5 inch in diameter, and wrinkles of 0.125 inch or greater in depth. Surface pits permitted if less than 0.75 inch in diameter and less than 0.0625 inch deep. Voids that cannot be broken with finger pressure and entirely below resin surface is permitted if less than 0.5 inch in diameter and less than 0.0625 inch thick. Gel-coat, paint, or other coatings not allowed.
   2. Inner surface exposed to chemical environment shall be a resin-rich layer of 0.010-0.020 inch thick. Inner surface layer exposed to corrosive environment shall be followed with minimum two passes of chopped roving of minimum 0.5-inch to maximum 2.0-inch length and applied uniformly to an equivalent weight of 3 oz/ft. Each pass of chopped roving shall be well-rolled before applying additional reinforcement. Combined thickness of inner surface and interior layer shall not be less than 0.10 inch.

C. Wall Construction Procedure: After inner layer is applied, construct manhole wall with chop and continuous stand filament wound manufacturing process to ensure continuous reinforcement and uniform strength and composition. Cone section, if produced separately, shall be affixed to the barrel section at factory with resin-glass reinforced joint resulting in a one-piece unit. Seams shall be fiberglassed inside and outside using same glass-resin jointing procedure. Field joints shall not be acceptable by anyone except manufacturer.

D. Repairs: Any manhole repair is required to meet all requirements herein.

E. Manhole lengths shall be in 6-inch increments, ±2 inches.

F. Stiffness: Manhole cylinder shall have a minimum pipe-stiffness values shown in the table below when tested per ASTM D3753.

Manhole Length (ft)	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

G. Soundness: To determine soundness, apply an air or water pressure test to manhole test sample. Test pressure shall not be less than 3 or greater than 5 psi. While holding at established pressure, inspect entire manhole for leaks. Any leakage through laminate is cause for test failure. Refer to ASTM D3753.

H. Chemical Resistance: 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 system.

I. Physical Properties:

	Hoop Direction	Axial Direction
Tensile Strength (psi)	18,000	5,000
Tensile Modules (psi)	0.6×10^6	0.7×10^6
Flexural Strength (psi)	26,000	4,500
Flexural Modules (psi)	1.4×10^6	0.7×10^6
Compressive (psi)	18,000	5,000

2.5 REJECTION OF MANHOLES

A. Manholes are subject to rejection but not limited to any of the following visual defects:
1. Fuzz: Glass fibers loosely adhering to manhole, which are not wet out with resin.
2. Protruding Fibers: Glass fibers sticking out from pipe surface, not wet out with resin.
3. Resin Runs: Runs of resin and sand on surface of manhole.
4. Dry Areas: Areas in laminate with glass to wet out with resin.
5. Delamination: Separation in the laminate.
6. Blisters: Light (straw-)colored areas resulting from too hot a cure.
7. Craze: Crack usually star shaped; caused by sharp impact.
8. Surface Pits or Voids: Small air pockets on surface or directly beneath surface mat.
9. Wrinkles: Smooth irregularities on the surface.
10. Torn Edges, End Delamination, and End Gauges: Tears and rips in the edge of cuts.
11. Ground Area: Areas around lay-up, abraded and not covered by lay-up.
12. Hand Lay-up Ragged Edges: Areas at edge of hand lay-up not rolled down properly and are rough.
13. Painting or gel-coating of exterior or interior laminate.

2.6 ACCESSORIES

A. Ring and Cover:
1. Provide made from ductile or gray iron to meet/exceed ASTM A48/48M requirements.
2. Minimum Cover Diameter: 32 inches.
3. Minimum Cover Clear Opening: 30 inches.
4. Frame Height: 4.5 inches.
5. Designed to support H-20 loading.
6. Cover shall state: "*NO DUMPING*," include City of Midland Logo, and "*WASTEWATER*."
7. Cover and Ring shall be EJ Model V1420Z1/V1430A or approved equal.
8. Manholes located within a 100-year flood plain or any area subject to stormwater infiltration shall incorporate a watertight, bolt-down ring and lid and infiltration preventer insert.
9. Watertight cover and ring shall be EJ Model V1420ZPT/V1430APT or approved equal.

B. Ring and Cover Concrete Collar:
1. Provide cast-in-place concrete collar for ring and cover.
2. Collar shall be 3,600 psi minimum concrete, fiber reinforced, Class C concrete as shown on Contract Drawings..
3. Ring and cover shall be centered in concrete.

C. Grade Adjusting Rings:
   1. Provide adjustment rings made from plastic.
   2. Grade rings shall be designed to support H-20 loading.
   3. Grade rings shall have a minimum clear opening of 30 inches.
   4. Use minimum two and maximum four grade rings to meet proposed/existing grade.

D. Joint Sealant:
   1. Provide bitumastic joint sealant applied between ring and uppermost adjustment ring.
   2. Bitumastic joint sealant shall be Ram-Nek as manufactured by Henry, Inc or approved equal.

E. Infiltration Preventer Inserts:
   1. If required by Engineer, provide inserts to minimize inflow of runoff into sanitary sewer system.
   2. Concave and suitable for mounting snuggly in manhole ring. Insert shall have a neoprene seal gasket mounted with pressure sensitive adhesive.
   3. Made of high-density polyethylene to meet/exceed requirements of ASTM D1248, Class A, Category 5, Type 111 with minimum impact brittleness temperature of -180 degrees F.
   4. Shall have a lifting strap made of 1-inch-wide women polypropylene attached to insert with a rivet and backup washer made from stainless steel.
   5. Shall have a vent hole to release maximum 5 gallons water per hour into sanitary sewer system. Vent will release sewer gas under a 1 psi or less pressure differential.

PART 3 - EXECUTION

3.1 GENERAL

A. Manhole(s) installation shall strictly follow manufacturer-recommended installation procedures.

3.2 HANDLING AND STORAGE

A. Lift FRP manholes with two slings on spreader bar in horizontal position or with 4- x 4 inch timber inserted crosswise inside manhole to underside collar with rope/chain attached to lifting device. Manholes may also be equipped with lifting lugs. Use of chains or cables in contact with manhole surface is prohibited. FRP manholes may be stored upright or horizontally, however, manhole vertical deflection shall not exceed 4 percent of diameter when stored on side. Manholes shall not be dropped or impacted. Additional handling and installation instructions shall be per FRP manufacturer instructions.

B. Each FRP section manufactured per Contract Drawings shall be clearly marked to indicate intended installation location.

3.3 INSTALLATION

A. Excavation: Prepare excavation in a normal manner. Be sure excavation has been properly shored for safety.

B. Manhole Cut-Outs: Mark manhole for pipe cut-outs. 90-degree marks are stenciled on bottom of manhole at the factory to locate cut-out positions.

C. Reinforced concrete base shall extend minimum 12 inches from outside wall of manhole for manholes up to 20 feet in depth, 24 inches for manholes up to 35 feet in depth. Slab shall have minimum 6-inch thickness for up to 48-inch diameter manholes, 8 inches for

larger diameter manholes. Concrete base must be minimum 6 inches above incoming mains.

D. Setting Manhole: To lift manhole, insert 4- x 4-inch timber crosswise inside manhole to underside collar with rope/chain attached to backhoe or another lifting device. Lower manhole into wet concrete base to minimum 4-inch depth. Minimum 2-inch-thick concrete bearing surface beneath bottom edge of manhole required. Plumb manhole using standard bubble level and moving manhole with hands. Work concrete around manhole base. For inverts and laterals, **do not pick up fiberglass manhole by cone if concrete slab is attached above ground. Install lifting lugs into concrete slab for handling. Lift manhole with slab attached by the slab not the manhole.**

E. Backfill with sand or stabilized soil of moderate compaction, free from large stones or debris. Backfill in 12-inch lifts beginning at manhole and working outward to avoid uneven lateral pressures. Each lift shall be compacted to 95 percent of **ASTM D1557**. Additionally, backfill around manhole by flowfilling to bottom of base course elevation or top of subgrade.

F. Bring to Grade: Use plastic grade rings with asphalt tar coating in place to bring manhole to grade level. It is critical to strength and load capacity of manhole that grade rings outer edge extends past perimeter of manhole by at least 1 inch. Grade ring height shall not exceed 18 inches including ring and cover.

G. Concrete Collar: Form.

3.4 QUALITY OF MATERIALS AND INSTALLATION

A. Quality of all materials, process of manufacture, and finished sections shall be subject to review and approval by Engineer. Such review shall be made at place of manufacturer, or site of delivery, and sections shall be subject to rejection on account of failure to meet any specification requirements as specified herein. Sections rejected after delivery to job site shall be marked for identification and removed from job at once. All sections which have been damaged after delivery will be rejected, and if already installed, acceptable if repaired or removed and replaced at Contractor expense. Removal or replacement subject to Engineer review and approval.

3.5 TESTING

A. Perform a leakage test on each manhole installed. Do not perform manhole leakage test until all backfill around manhole is in place at least 48 hours. Manhole leakage tests may be performed by Hydrostatic Exfiltration or Vacuum Test as described:

1. Hydrostatic Exfiltration Test. Fiberglass manholes shall be hydrostatically tested per manufacturer recommendation:
    a. Temporarily plug all wastewater mains entering manhole with internal pipe plug. Fill manhole with water to manhole ring and allow to stand 24 hours to allow saturation of concrete. Following 24-hour saturation period, refill manhole with water to manhole ring and begin test period. Provide test equipment in which volume of water lost can be accurately metered or measured. Minimum test period shall be one hour. Maximum allowable loss rate shall not be greater than 0.025 gallons per foot of manhole diameter per foot of manhole depth per hour.
    b. Only perform exfiltration test in presence of Owner representative. Any manhole which fails hydrostatic exfiltration test shall be repaired, reworked/replaced as applicable at Contractor expense until manhole passes

required test. Contact Owner representative at least 48 hours in advance of testing activities.

2. Vacuum Test
   a. Plug all lift holes and exterior joints with nonshrink grout and plug all pipes entering a manhole.
   b. No grout must be placed in horizontal joints before testing.
   c. Secure stub-outs, manhole boots, and pipe plugs to prevent movement while vacuum is drawn.
   d. Use minimum 60-inch/lb torque wrench to tighten external clamps that secure a test cover to top of manhole.
   e. Place test head inside the top of a cone section, and inflate seal per manufacturer recommendations.
   f. Must be vacuum of 10 inches mercury inside manhole to perform valid test.
   g. Test does not begin until after vacuum pump is off.
   h. Manhole passes test if after 2 minutes with all valves closed, vacuum is at least 9.0 inches of mercury.
   i. Any manhole which fails vacuum test shall be repaired, reworked/replaced as applicable at Contractor expense until manhole passes required test. Manhole vacuum tests shall only be performed in presence of Owner representative. Contact Owner representative at least 48 hours in advance of testing activities.

END SECTION

SECTION 33 31 00 – SANITARY SEWERAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Polyvinyl Chloride (PVC) pipe and fittings.
   2. Miscellaneous small piping.

B. Scope of Work:
   1. Includes but not limited to, trench and excavation safety systems by cut back or braced excavation methods for all trenches 5 feet and deeper whether indicated on drawings or required by actual field conditions. Trenches exceeding/not exceeding 5 feet in depth shall be protected as required by OSHA, state and local standard and as specified in Section 31 41 10 "Trench Safety Systems."
   2. Contractor is responsible for complying with Texas House Bills 662 and 665 safety standards and applicable OSHA regulations concerning trench excavation, general excavation and construction safety.
   3. Contractor responsible for implementing a trench shoring system where trench depth exceeds 5 feet.

C. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Division 03 Specification Sections apply to Work of this Section.
   3. Division 31 Specification Sections apply to Work of this Section.
   4. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Sanitary sewerage piping, fittings, and associated components shall confirm to:
   1. ASTM D3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings;
   2. ASTM F679 – Standard Specification for Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings;
   3. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications;
   4. ASTM F477 – Standard Specification for Elastomeric seals (Gaskets) for Joining Plastic Pipe;
   5. ASTM D1784 – Standard Specification for Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds;
   6. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
   7. ASTM D3139 – Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
   8. ASTM F1336 – Standard Specification for Poly(Vinyl Chloride) (PVC) Gasketed Sewer Fittings
   9. ASTM A536 – Standard Specification for Ductile Iron Castings
   10. AWWA C110 – Ductile Iron and Gray Iron Fittings
   11. AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 60 in.
   12. AWWA C104 – Cement-Mortar Lining for Ductile Iron Pipe and Fittings

13. AASHTO – LRFD Bridge Design Construction Specifications
14. Uni-Bell PVC Pipe Association - Handbook of PVC Pipe Design and Construction

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. PVC Pipe, Fittings and associated accessories as specified in Contract Drawings.
C. Laboratory analysis for rock embedment including sieve analysis, fracture faces, abrasion tests, and soundness tests.
D. Trench Safety Program.

1.4 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Contract Drawings.

1.5 REGULATORY REQUIREMENTS

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

1.6 TRENCH SAFETY

A. Comply with all federal, state, and local trench safety requirements, and for safety of trenches and excavations.

1.7 SEPARATION CRITERIA

A. Install new sanitary sewer mains and manholes per separation requirements of 30 TAC §217.53(d).
B. Locate sanitary sewer mains below water lines. Install parallel water and sewer mains in separate trenches.
C. Install new sanitary sewer mains and manholes at least 9 feet from all water mains. If not achievable, refer to:

Case	Protection Requirements
Parallel mains within 9 feet, where sanitary sewer main is above water main	Encased in a casing pipe according to paragraph (4) of 30 TAC §217.53(d)
Crossing mains within 9 feet, where sanitary sewer main is above water main	Encased in a casing pipe according to paragraph (5)(A) of 30 TAC §217.53(d) **-or-** Constructed using 150 psi pressure class pipe according to paragraph (5)(B) of 30 TAC §217.53(d)

Case	Protection Requirements
Parallel mains within 9 feet, where sanitary sewer main is below water main	Constructed using 150 psi pressure class pipe according to paragraph (6)(A) of 30 TAC §217.53(d) **-or-** Encased in a casing pipe according to paragraph (6)(B) of 30 TAC §217.53(d)
Crossing mains within 9 feet, where sanitary sewer main is below water main	Constructed using 150 psi pressure class pipe according to paragraph (7)(A) of 30 TAC §217.53(d) **-or-** Encased in cement-stabilized sand according to paragraph (7)(B) of 30 TAC §217.53(d) **-or-** Encased in a casing pipe according to paragraph (7)(C) of 30 TAC §217.53(d)
Manhole within 9 feet of water main	No measurable leakage according to paragraph (8)(A) of 30 TAC §217.53(d) **-or-** Encased in cement-stabilized sand according to paragraph (8)(B) of 30 TAC §217.53(d)

PART 2 - PRODUCTS

2.1 PIPE

A. Gravity PVC Pipe (Non-pressure Applications)
   1. 4- to 15-inch ASTM D3034 PVC Pipe, SDR 26:
      a. Shall meet requirements of ASTM D3034, elastomeric gasket shall meet requirements of ASTM F477, solid wall, virgin PVC resin, cell class 12454 per ASTM D1784, green in color, 20 foot lay length;
      b. As manufactured by Napco, Diamond Plastics, or approved equal;
   2. 18- to 36-inch ASTM F679 PVC Pipe, PS 115:
      a. Shall meet requirements of ASTM F679, elastomeric gasket shall meet requirements of ASTM F477, solid wall, virgin PVC resin, cell class 12454 per ASTM D1784, green in color, 20 foot lay length;
      b. As manufactured by Napco, Diamond Plastics, or approved equal;

2.2 GRAVITY PIPE FITTINGS

A. Fittings for PVC pipe shall, in general, be bell-and-spigot type and of PVC material meeting ASTM D3034 and F679 as appropriate.

2.3 GRAVITY PIPE JOINTS

A. Push-on joints for PVC sanitary sewer pipe shall meet requirements of ASTM D3212.
B. Achieve transitional joints between ASTM D3034 PVC pipe and AWWA C900 PVC pipe using transition gasket. For all other transitional joints between dissimilar pipe materials, use a Romac 501 coupling or approved equal.

2.4 SERVICE LATERALS

A. Service laterals shall be 4-inch minimum pipe.
B. PVC pipe and fittings for service laterals shall be equal or greater in pressure class as main sewer main connecting to.
C. Connect to main sewer main using gasketed fittings that meet requirements of ASTM F1336.
D. Connect to main sewer main utilizing a 45-degree wye fitting and 45-degree bend fitting or sanitary tee.
E. Service lateral pipe and fittings as manufactured by Napco, Diamond Plastics, or approved equal.

2.5 ACCESSORIES

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

PART 3 - EXECUTION

3.1 GRAVITY SEWER MAIN INSTALLATION

A. General
   1. All pipe and accessories for work specified herein shall be unloaded, handled, laid, jointed, tested for defects and for leakage as herein specified.
   2. Coordinate delivery storage, and delivery schedule with Owner representative.
B. Responsibility for Materials: Contractor is responsible for all material he furnishes and shall replace, at own expense, all such material found defective in manufacture or became damaged in handling after delivery.
C. Storage, Handling Pipe and Accessories
   1. All pipe, fittings, and other accessories shall, unless otherwise directed, be unloaded at point of delivery, hauled to, and distributed at site of work by Contractor. In loading and unloading, lift by hoists or slid, or roll on skidways to avoid shock or damage to materials. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
   2. 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.
   3. When prolonged exposure to direct sunlight is anticipated, PVC pipe and accessories should be covered with an opaque material while still permitting adequate air circulation above and around the pipe.
D. Trench Excavation
   1. Contractor shall provide construction-staking services. Contractor is responsible for notifying the Owner representative of any concerns with construction staking.
   2. Contractor shall excavate to the alignment and elevations indicated on Contract Drawings or as staked in the field. Any deviations shall be approved by the Engineer.
   3. There will be no classification of or extra payment for excavated materials and all materials encountered shall be excavated as required. Adjacent structures and property shall be protected from damage by construction equipment.
   4. Excavated materials should be stockpiled in a manner that will not endanger the workers or the public and which will cause the least obstruction to roadways.

5. Contractor attention is drawn to the fact that the trench bottom, as shown on the Contract Drawings, is approximately 4-6 inches below the bottom of the pipe grade so that bedding material can be placed beneath the pipe per the trench cross-section details and these specifications. The minimum depth of cover for the piping shall be 36 inches unless otherwise specifically shown on the Contract Drawings.
6. Trench safety systems as specified shall be installed where required. The trench walls shall be made vertical to a point at least one foot above the top of the pipe. Vertical trench walls above this point will not be required; however, in areas of limited right-of-way or when necessary to protect existing facilities or private property, the slope of the trench wall shall be limited. Where necessary to stay within the maximum width limits at the top of the pipe or to maintain a relatively straight trench wall to remain within available right-of-way, the trench walls shall be adequately supported as required by these specifications and OSHA regulations. The Contractor shall be fully responsible for any damage to private property or existing facilities due to inadequate support.
7. Excavate trench only as necessary to install the pipe. Excavation limits are as follows:
   a. Pipe less than 18 inches in diameter: Pipe O.D. +12 inches.
   b. Pipe from 18 to 36 inches in diameter: Pipe O.D. +18 inches.
8. The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls.
9. In order to obtain a true even grade, the trench shall be fine graded and shaped per the details as shown on the Contract Drawings. Any part of the trench excavated below grade shall be corrected by filling with approved material and thoroughly compacting. If clay, rock or other unyielding material is encountered in the bottom of the trench, it shall be removed to a depth of 4-6 inches below grade, refilled with approved material and thoroughly compacted to grade.
10. Trench digging machinery may be used to make trench excavations except in places where operations of same would cause damage to existing structures either above or below ground; in such instances, hand methods shall be employed.
11. Contractor will be required to locate all existing utility lines, whether or not they are shown on Contract Drawings, including consumer service lines, far enough in advance of 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. The operators of all oil or gas pipelines shall be notified before excavation around such lines so that these operators may be present during excavation
12. Contractor shall not be allowed to disrupt the service on any utility lines except consumer service lines, which may be taken out of service for short periods of time, if the Contractor obtains permission from Owner representative.
13. Contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be established with the least possible delay. 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 repaired or replaced by the Contractor at own expense, and as directed by an official representative of the owner of the damaged line.
14. All new and existing lines shall be properly supported to prevent settlement or damage to the line both during and after construction.
15. Wherever necessary to prevent caving, trench shall be adequately supported.
16. The maximum horizontal offset of trench wall from bottom of trench to top of trench (under-cutting) shall be 4 inches.

17. All excavation 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.

E. Dewatering: Where running or standing water occurs in trench bottom, water should be removed by pumps and other suitable means to prevent pipe flotation, until pipe has been installed and the backfill has been placed and compacted. Dewatering is considered incidental to the unit price for which it is being performed.

F. Trench Methods
   1. Trench Boxes: Submit manufacturer-standard data sheet and certificate of compliance signed by a registered professional engineer stating the maximum allowable depth for the given design pressure for each type of trench box proposed for use.
   2. Alternative Systems: If alternative systems composed of steel, aluminum, wood or a combination of materials are proposed, submit design calculations signed by a registered professional engineer showing all member properties, design strengths and any stress increases used with justification for their use.

G. Laying Pipe
   1. Placement of pipe and fittings into a trench should be with ropes and skids, slings on a backhoe bucket, or by hand. Pipe or fittings should not be thrown into trench and no part of the pipe should be allowed to take an unrestrained fall onto the trench bottom.
   2. When pipe laying is not in progress, open ends of installed pipe should be closed to prevent trench water, dirt, and foreign matter from entering the line.
   3. Contractor is responsible for laying pipe to the grades and elevations as shown in the Contract Drawings.
   4. Tape to top of pipe approved tracer wire as specified.

H. Joint Assembly, Field-Cutting, Chamfering, and Curvature: Shall be performed per Uni-Bell PVC Pipe Association PVC Pipe Design and Construction handbook and/or manufacturers recommended procedures. Whichever is more stringent shall apply.

I. Backfill Foundation
   1. General:
      a. Backfill all pipeline excavations to restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in Contract Drawings and specifications. Start backfilling operations as soon as conditions 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. Pursue all operations diligently, with proper and adequate equipment, to assure acceptable results.
      b. When Owner representative determines soil types are by undesirable for backfill are excavated from trench, remove and dispose such material at no additional cost to Owner.
   2. Foundation:
      a. Only required when trench bottom is unstable. In such cases, bottom of trench is to be over-excavated and brought back to grade. ASTM C33 Grade #57 or #67 aggregate may be utilized for foundation if necessary
      b. Material shall be moistened and placed in lifts as indicated and compacted by tamping to a density not less than 95 percent of **ASTM D1557** with a moisture of ±2-percent optimum moisture content.
   3. Bedding
      a. Required to bring trench bottom up to grade, place to provide uniform and adequate support under pipe and place by hand. Holes for pipe bells should be provided at each joint to ensure uniform support for pipe.

b. Bedding layer shall be 6 inches thick. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4-inch diameter.

4. Haunching
   a. Defined as backfill from bottom of pipe to springline of pipe. Material should be placed and consolidated under pipe haunch so adequate side support is provided to pipe without causing displacement from its proper alignment.
   b. Material shall be moistened and placed in lifts not exceeding 6 inches thick and compacted by tamping to a density of not less than 95 percent of ASTM D1557 with a moisture of ±2-percent optimum moisture content.
   c. Material shall be placed by hand or by approved mechanical methods. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4-inch diameter.
   d. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.
   e. Water jetting not allowed.
5. Initial Backfill
   a. Defined as backfill from springline of pipe to 1 foot above pipe. Material should be moistened and placed in lifts not exceeding 12 inches thick and compacted to a density not less than 95 percent of ASTM D1557 with moisture ±2-percent optimum moisture content. Take care to not damage pipe during compaction.
   b. Material shall be placed by hand or by approved mechanical methods. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4-inch diameter.
   c. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.
   d. Water jetting is not allowed.
6. Final Backfill
   a. Defined as the backfill from 1 foot above pipe to bottom of subgrade for paved areas or to existing grade for unpaved areas. Material should be moistened and placed in lifts not exceeding 12 inches thick and compacted to density not less than 95 percent of ASTM D1557 with a moisture ±2-percent optimum moisture content. Take care to not damage pipe during compaction.
   b. Material shall be placed by hand or approved mechanical methods. Use Portland cement stabilized backfill or crushed stone screening (crusher fines).
   c. Portland cement stabilized backfill shall consist of base course, blow sand, or native soil stabilized by adding Portland cement. Crushed stone or concrete aggregate shall not be used.
   d. Submit a mix design prepared by an approved commercial laboratory to produce a minimum seven-day compressive strength of 150 psi. In no case shall minimum cement content of mix be less than one sack per cubic yard. Cement used in Portland cement stabilized backfill shall be Type I or Type II, ASTM

C150. Base course used for Portland cement stabilized backfill shall be crushed material per TxDOT Item 248 Type F, Grade 2.

e. Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

f. Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2 inches.

g. Crushed stone screening used for backfill shall be sharp grained particles of crushed stone that meet the following gradation:

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

h. Minimum depth of stabilized backfill or crusher fines shall be 12 inches.

1) When utilities are constructed under existing paving, stabilized backfill or crusher fines shall extend to top of base course.

2) When utilities are constructed under existing unpaved streets not scheduled for immediate pavement construction, stabilized backfill or crusher fines shall extend to existing roadway surface.

3) When utilities are constructed in new streets scheduled for immediate paving or on new subdivision streets for which a paving contract with property developer is approved, stabilized backfill or crusher fines shall extend to bottom edge of the 8 inches of subgrade; or

4) If paving contractor constructed a portion of roadway before utility construction, stabilized backfill shall extend to top of course contractor finished.

5) In no case shall backfill extend above top of base course. If final course of asphaltic concrete is placed, street or alley surface shall not be cut for utility installation.

i. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.

j. Water jetting will not be allowed.

k. Install traceable warning tape in Final Backfill Zone 6 inches below finished grade directly above sanitary sewerage piping.

J. Cleanup

1. Backfill shall not be rounded up over trenches. Surface of trench backfill shall be compacted and bladed to final grading contours.

2. Maintain trench surfaces in satisfactory manner until final completion and acceptance of work. Maintenance shall include blading as necessary, filling depressions caused by settlement, and other work required to keep all areas in a presentable condition.

3. Any trench settlement which occurs within the one-year warranty period shall be corrected by Contractor at no expense to Owner.

3.2 GRAVITY SEWER MAIN FITTINGS, SERVICE LINES, MANHOLES

A. Fittings: Install per manufacturer recommendations and specifications.
B. Service Lines
   1. Unless otherwise specified or shown on Contract Drawings, service lines shall be laid in a straight alignment and extended from main line to property line.
   2. For 4-inch service lines, slope shall be no less than 1/8 in/ft.
   3. For 6-inch service lines, slope shall be no less than 1/4 in/ft.
   4. Backfill shall be performed in same manner as main line..
C. Manholes: Connection to manholes shall be watertight. Refer to **Section 33 05 76 "Glass-Fiber Reinforced Polyester (FRP) Manholes,"** for connection details.

3.3 CONNECTIONS WITH EXISTING PIPING

A. Connections between new work and existing piping shall be made using fittings suitable for the conditions encountered. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers, and as authorized by the Owner. Facilities shall be provided for proper dewatering and for disposal of all water removed from the dewatered lines and excavations without damage to adjacent property.

3.4 VISUAL INSPECTION

A. Sewer mains will be inspected visually to verify accuracy of alignment and freedom from debris and obstructions.

3.5 GRAVITY SEWER MAIN LEAKAGE TEST

A. Make low-pressure air tests on all sewer mains not less than 30 days after installation. Test sewer mains on sections of pipe between manholes.
   1. A low pressure air test must follow the procedures described in ASTM F1417 or other procedure approved by the TCEQ executive director, except as to testing times as required in Table C.3 or Equation C.3.
   2. For sections of gravity sewer main less than 36 inches average inside diameter, apply:
      a. Pipe must be pressurized to 3.5 psi greater than pressure exerted by groundwater above pipe.
      b. Once pressure is stabilized, minimum time allowable for the pressure to drop from 3.5 psi gauge to 2.5 psi gauge is computed from the following equation:

Equation C.3.

$$T = \frac{(0.085\ x\ D\ x\ K)}{Q}$$

where:

T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 x D x L, but not less than 1.0
D = average inside pipe diameter in inches
L = length of same pipe size being tested, in feet
Q = rate of loss, 0.0015 cubic feet per minute per square foot internal surface

   3. Since a K value of less than 1.0 may not be used, minimum testing time for each pipe diameter is shown in the following table:

Table C.3. – Minimum Testing Times for Low-Pressure Air Test

Pipe Diameter *(inches)*	**Minimum Time** *(seconds)*	**Maximum Length for Minimum Time** *(feet)*	**Time for Longer Length** *(seconds/foot)*
6	340	398	0.855
8	454	298	1.520
10	567	239	2.374
12	680	199	3.419
15	850	159	5.342
18	1020	133	7.693
21	1190	114	10.471
24	1360	100	13.676
27	1530	88	17.309
30	1700	80	21.369
33	1870	72	25.856

4. Owner may stop a test if no pressure loss has occurred during first 25 percent of calculated testing time.
5. If any pressure loss or leakage has occurred during first 25 percent of testing period, then test must continue for entire test duration as outlined or until failure.
6. Gravity sewer mains with a 27 inches or larger average inside diameter may be air tested at each joint instead of following procedure outlined herein.
7. Testing procedure for pipe with inside diameter greater than 33 inches must be approved by TCEQ executive director.
8. If test fails to meet minimum allowable requirements of test, immediately determine cause, make necessary repairs, and retest. All testing and repair work shall be at Contractor expense.

3.6 GRAVITY SEWER main DEFLECTION TEST

A. Make a deflection test on all flexible sewer mains. DO NOT test a section of sewer until all backfill on that section is in place 30 days. Only perform deflection testing in presence of Owner representative. Contact Owner representative 48 hours before testing activities.
B. Deflection test shall be run using a rigid Go-No Go full circle mandrel with a diameter equal to 95 percent of inside diameter of the pipe. Contractor shall submit shop drawings of the mandrel to Engineer for approval before using the mandrel for testing.
C. Test shall be performed without mechanical pulling devices. Wherever possible and practical, the testing shall be initiated at a downstream manhole and proceed upstream.
D. No pipe shall exceed a deflection of 3 percent of inside diameter of pipe. Correct all excess deflections. Excavate to point of excess deflection, correct deficiency, and retest pipe. If pipe retest fails the 5 percent allowable deflection, replace pipe.

3.7 FINAL CLEANUP

A. After construction work is complete and before final acceptance by Owner, remove all rubbish, excess materials from excavations, and other debris from site of work, blade all trench surfaces, and fill all depressions caused by settlement. Cost of cleanup included in th bid prices for various units of work.

END OF SECTION

Briarwood Avenue
Utility Improvements

November 2020

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11-06-2020

PARKHILL, SMITH & COOPER, INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
137904
LICENSED
REGISTERED PROFESSIONAL ENGINEER

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Briarwood Avenue
Utility Improvements

MIDLAND
Feel the Energy!

CLIENT
City Of Midland

300 N. Loraine
Midland, TX 79701-4725
(432) 686-1600

PROJECT NO.
2879.19

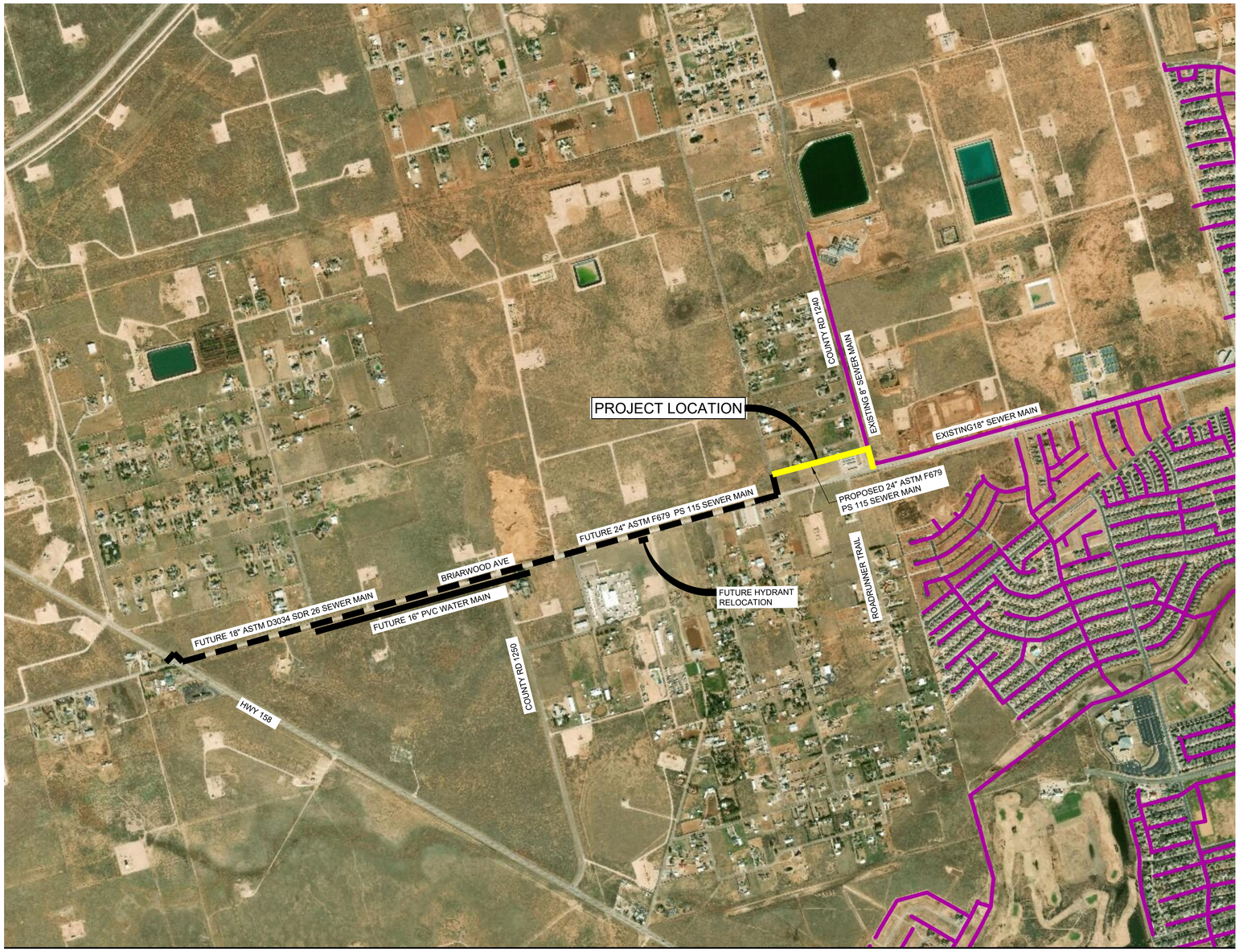
#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

Cover Sheet

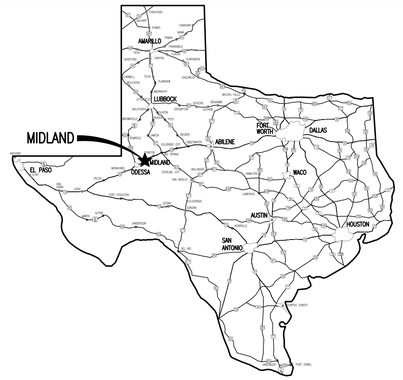
G-001

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A1 PROJECT LOCATION MAP
SCALE: 1" = 600'



VICINITY MAP

SHEET INDEX

SHEET NO.	SHEET TITLE
G-001	Cover Sheet
G-002	Project Location Map, Vicinity Map And Sheet Index
G-003	General Notes, Legend, And Contact List
C-101	24" Wastewater Main Plan And Profile Sta 0+00 To Sta 7+00
C-102	24" Wastewater Main Plan And Profile Sta 7+00 To Sta 14+00
C-103	24" Wastewater Main Plan And Profile Sta 14+00 To Sta 16+41.87
C-501	Miscellaneous Utility Details
C-502	Miscellaneous Utility Details
C-503	Miscellaneous Utility Details

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11-06-2020

PARKHILL, SMITH & COOPER, INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
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Briarwood Avenue
Utility Improvements

MIDLAND
Feel the Energy!

CLIENT
City Of Midland

300 N. Loraine
Midland, TX 79701-4725
(432) 686-1600

PROJECT NO.
2879.19

#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
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2	10-04-2019	60% Review
1	09-27-2019	30% Review

Project Location Map, Vicinity Map And Sheet Index

G-002

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LEGEND

EXISTING

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- FENCE (X)
- OVERHEAD ELECTRIC (OHE)
- GAS PIPELINE (G)
- WATER MAIN (W)
- SEWER MAIN (S)
- DIRT ROAD
- PETROLEUM/OIL (PP)
- FIBER OPTIC CABLE (FOC)
- DITCH
- EDGE OF PAVEMENT

MH	SEWER MANHOLE	AIR/VAC VALVE	
DG	GUY WIRE	CP-1	CONTROL POINT
PP	POWER POLE	EB	ELECTRICAL BOX
WV	WATER VALVE	LP	LIGHT POLE
TP	TELEPHONE PEDESTAL	VT	VENT PIPE
FH	FIRE HYDRANT		POSSIBLE WELL
GR	GAS RISER		
2850	CONTOURS		

PROPOSED

- SEWER MAIN (S)
- ROW LINE
- ASPHALT PAVEMENT
- MAN HOLE
- PLUG
- CURB AND GUTTER

FUTURE

- CURB AND GUTTER

GENERAL NOTES

1. ALL EXISTING UTILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION OF THE NEW LINE EXCEPT AS NOTED IN THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES (INCLUDING SERVICE CONNECTIONS) FROM DAMAGE AS A RESULT OF CONSTRUCTION.
2. ALTHOUGH ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL MAJOR EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS) PRIOR TO AND DURING CONSTRUCTION.
3. ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE SHOWN ON RECORD DRAWINGS. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES & LAND OWNERS TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR SHALL CALL THE RESPECTIVE "1-CALL" NUMBER FOR SUCH UTILITIES.
4. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER, TXDOT, WATER UTILITIES OWNERS AND LAND OWNERS ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
5. UNLESS OTHERWISE INDICATED, ALL EXISTING ROADWAYS, SIDEWALKS, & SURFACE GRADING AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ORIGINAL CONDITION AND ELEVATION BY CONTRACTOR.
6. THE CITY'S UTILITY DEPARTMENT SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES WITHIN CITY R.O.W. OR WITH CITY OWNED UTILITIES.
7. THE CONTRACTOR SHALL NOTIFY THE CITY OF MIDLAND UTILITY DEPT., IN WRITING, OF ANY PROPOSED DUMP SITE(S) FOR OVERBURDEN FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL OBTAIN APPROVAL OF ITS TRUCK ROUTE TO THE SITE, AS WELL AS FOR THE MATERIALS IT SHALL BE HAULING BEFORE REMOVAL OF OVERBURDEN FROM THE PROJECT SITE.
8. CONTRACTOR IS REQUIRED TO IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPPP) PLAN. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS AND DROP INLETS AND AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
9. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITY LINES BY POTHOLING AND/OR OTHER METHODS 2-WEEKS AHEAD OF PIPE LAYING CREWS TO ALLOW THE ENGINEER SUBMITTAL TIME TO INITIATE ANY NECESSARY CHANGES IN ALIGNMENT AND/OR GRADE OF THE PIPELINE.
10. UNLESS INDICATED OTHERWISE ON THE DRAWINGS, CONTRACTOR SHALL PROVIDE A MINIMUM COVER FROM TOP OF PIPE TO FINISH GRADE FOR ALL NEW PIPES AS FOLLOWS:
    WATER MAIN = 3.5'
    WASTEWATER MAIN = 6.5'
    ALL NEW UTILITY CROSSINGS SHALL FOLLOW APPLICABLE CITY OF MIDLAND DETAILS.
11. CONTROL FOR THIS PROJECT IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD'83),
    TEXAS CENTRAL ZONE 4203. ELEVATIONS ARE BASED ON NAVD'88.
    CONVERGENCE = -0°52'.52.46".
    COMBINED SCALE FACTOR = 0.99990917
    DISTANCES ARE AT GRID
    GPS BASE STATIONS:
    LATITUDE: N. 32° 00' 43.82559"
    LONGITUDE: W. 102° 02' 39.40909"
12. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN TxDOT RIGHT-OF-WAY CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO TxDOT FOR APPROVAL. CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN SHALL BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
13. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN CITY RIGHT-OF-WAY CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO THE CITY FOR APPROVAL. CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN SHALL BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
14. CONTRACTOR SHALL WORK CONTINUOUSLY TO RESTORE ROADWAYS TO PLACE THEM BACK IN SERVICE. IF IN THE OPINION OF THE ENGINEER THE CONTRACTOR IS NOT WORKING DILIGENTLY, TO REPLACE THE PAVEMENT, THIS MAY BE CAUSE FOR THE CONTRACTOR TO CEASE WORK ON OTHER AREAS UNTIL THE ROADWAYS ARE RESTORED AND PAVEMENT REPLACED TO RESTORE TO THE ORIGINAL CONDITION.
15. COORDINATE RELOCATION OF LANDOWNER EQUIPMENT WITH PROJECT MANAGER.
16. CONTRACTOR SHALL USE A NIGHT PLUG AND SEAL THE OPENINGS OF THE PIPE DURING NON-WORKING HOURS.
17. CONTRACTOR SHALL COMPILE A RECORD OF ALL FOUND UNDERGROUND UTILITIES. THIS INFORMATION SHALL BE TRANSFERED TO FINAL RECORD DRAWINGS.
18. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DETAILS AND SPECIFICATIONS CONFORM TO THE CITY OF MIDLAND STANDARDS AND MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
19. THIS DESIGN IS FOR PUBLIC WATER AND WASTEWATER IMPROVEMENTS ALONG AVALON DRIVE, AN ALLEY, GOLDEN GATE DRIVE, AND BRIARWOOD AVENUE.
20. 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, REQUIREMENTS, OR REGULATION WILL GOVERN.
21. 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.
22. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH DESIGN DRAWINGS ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.
23. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
24. MATERIAL STORAGE IS TO BE PLACED IN BRIARWOOD AVENUE RIGHT-OF-WAY WORK ZONE APPROVED BY TRAFFIC CONTROL PLAN. NO EQUIPMENT OR MATERIAL STORAGE IS ALLOWED IN SH 158 RIGHT-OF-WAY.
25. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
26. CONTRACTOR HAS SOLE RESPONSIBILITY FOR ALL CONSTRUCTION STAKING AND TESTING.
27. ALL UTILITY COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
28. CONCRETE RINGS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
29. 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.
30. 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 REMOVALS MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
31. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.
32. ALL SAW-CUTTING IS TO HAVE CLEAN, STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.
33. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE STATES IN CONSTRUCTION DRAWINGS.
34. ALL CONCRETE PAVEMENT, FILLET, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
35. CONTRACTOR MUST CCTV ALL WASTEWATER MAINS AND PROVIDE VIDEO TO CITY OF MIDLAND FOR INSPECTION PRIOR TO PROJECT ACCEPTANCE. THERE WILL BE NO ADDITIONAL PAY ITEM FOR THIS REQUIREMENT
36. ALL ABANDONED PUBLIC UTILITY MAINS ARE TO BE FILLED WITH CONCRETE FIBER REINFORCEMENT FOR ENTIRE LENGTH OF ABANDONED PIPE SECTION AT RATE OF 1.5-POUNDS PER EACH 1.0-CUBIC YARD PLACED. ABANDONED WATER MAIN PIPE SECTIONS ARE TO BE CAPPED AT BOTH ENDS, AND ABANDONED WASTEWATER OR STORM DRAIN SECTIONS ARE TO BE PLUGGED AT BOTH ENDS.

LIST OF UTILITIES AND AGENCIES

CITY OF MIDLAND
300 N. LORAINE
MIDLAND, TX 79701
OFFICE: (432) 685-7432
MR. CARL CRAIGO, P.E.

XCEL ENERGY
414 NICOLLET MALL
MINNEAPOLIS, MN 55401-1933
1-800-895-1999

TXDOT
P.O. BOX 7368
MIDLAND, TX 00000
1-806-378-0072

ENGINEER:
PARKHILL, SMITH & COOPER, INC.
1700 WEST WALL STREET
MIDLAND, TEXAS 79701
(432) 697-1447
MR. KOLE GLOVER, P.E.

"1 CALL UTILITY LOCATING COMPANIES"
1-800-DIG TESS (344-8377) TX 1
CALL (1-800-245-4545) LONE STAR
(1-800-669-8344) (806) 376-8600

PSC CONTROL POINTS

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-1	10,701,867.159	1,716,174.413	2,872.777	1/2" IRON ROD WITH CAP PSC CONTROL POINT
CP-2	10,701,843.470	1,716,162.960	2,872.050	1/2" IRON ROD WITH CAP CONTROL POINT 37
CP-3	10,702,113.701	1,713,826.290	2,874.756	1/2" IRON ROD WITH CAP PSC CONTROL POINT

Parkhill

11-06-2020

PARKHILL SMITH & COOPER INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
137904
LICENSED ENGINEER

Parkhill.com

Briarwood Avenue
Utility Improvements

MIDLAND
Feel the Energy!

CLIENT
City Of Midland

300 N. Loraine
Midland, TX 79701-4725
(432) 686-1600

PROJECT NO.
2879.19

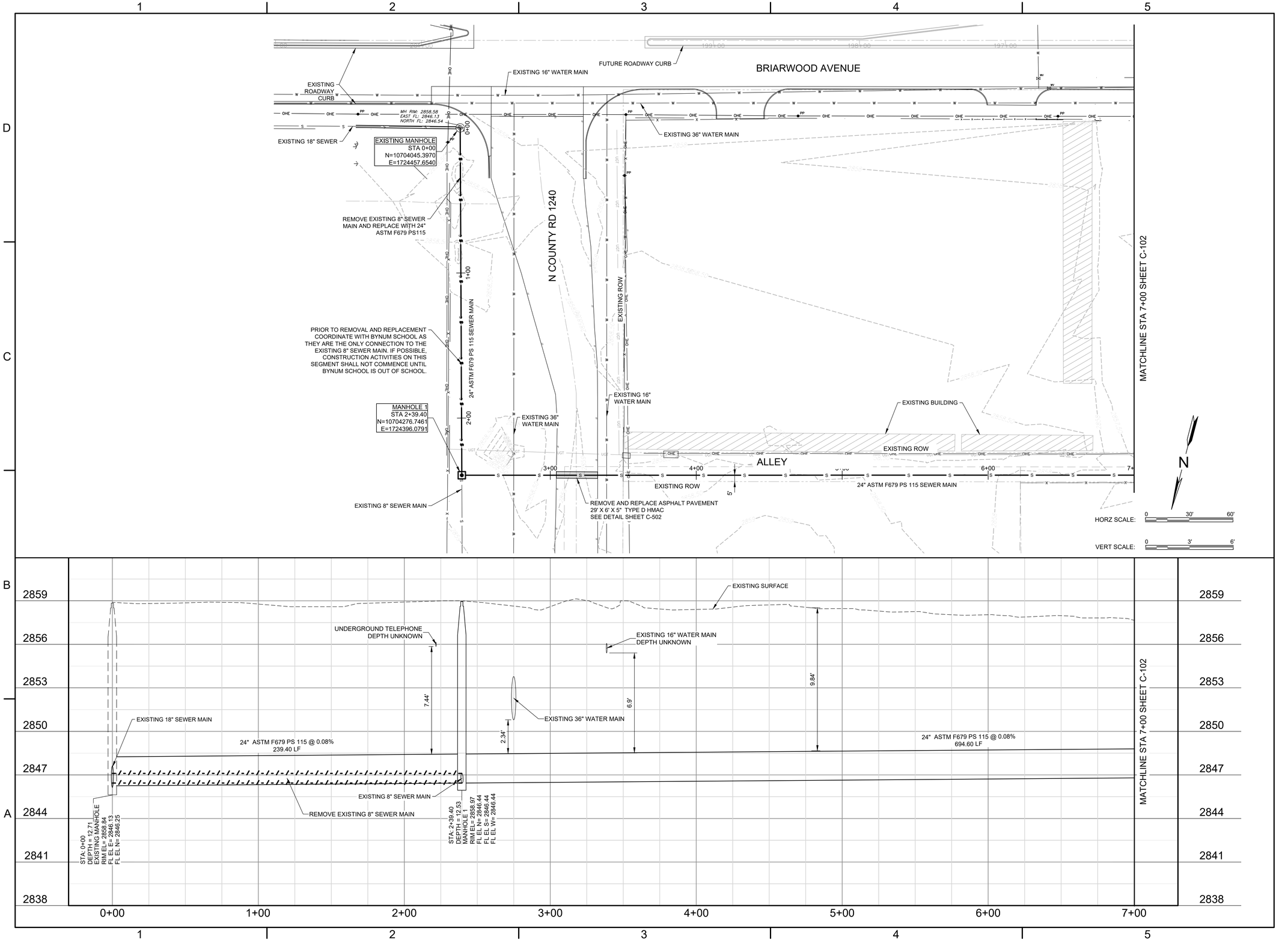
#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

General Notes, Legend, And Contact List

G-003

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11-06-2020

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
137904
REGISTERED
PROFESSIONAL ENGINEER

Parkhill.com

Briarwood Avenue

Utility Improvements

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Midland, TX 79701-4725
(432) 686-1600

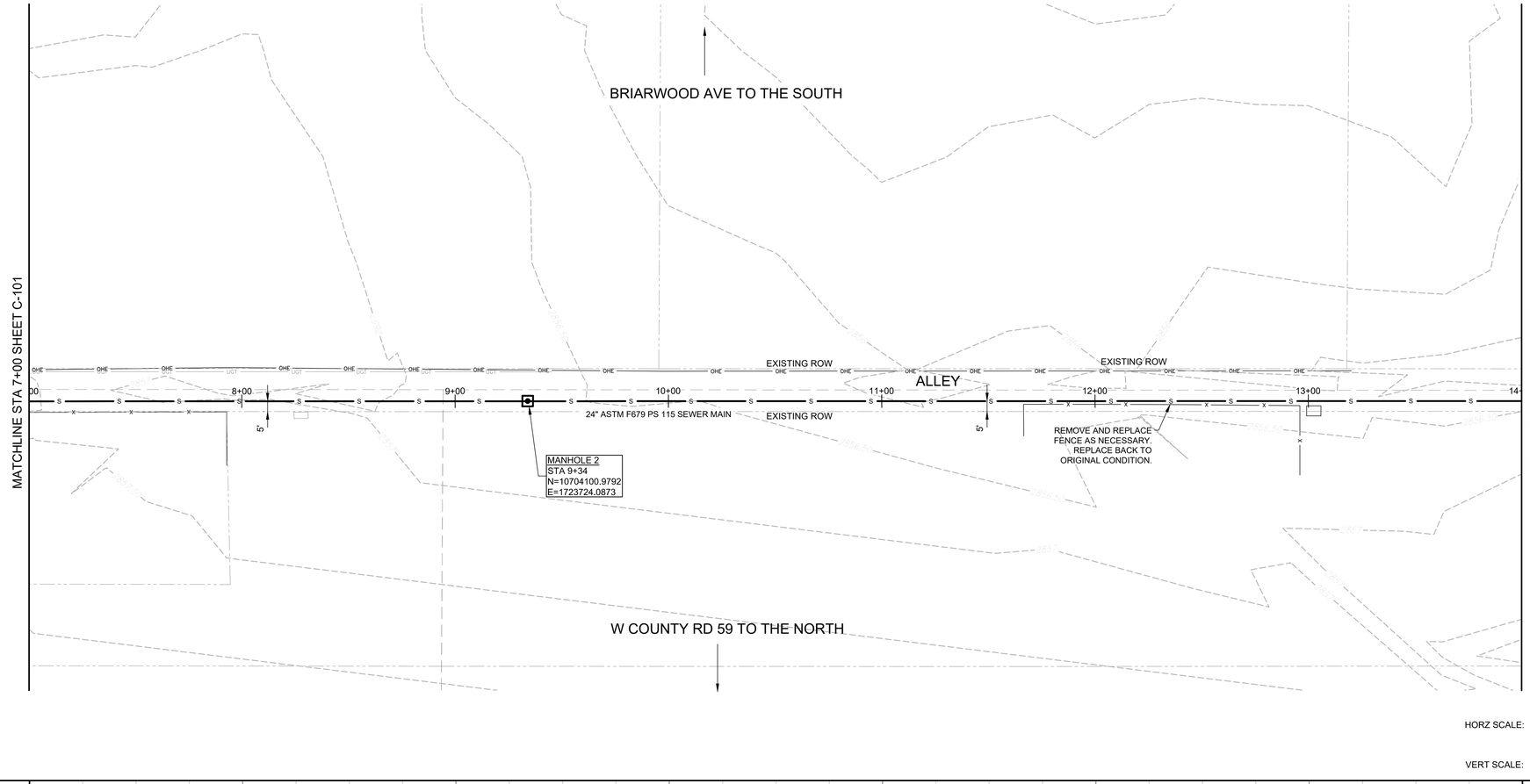
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2879.19

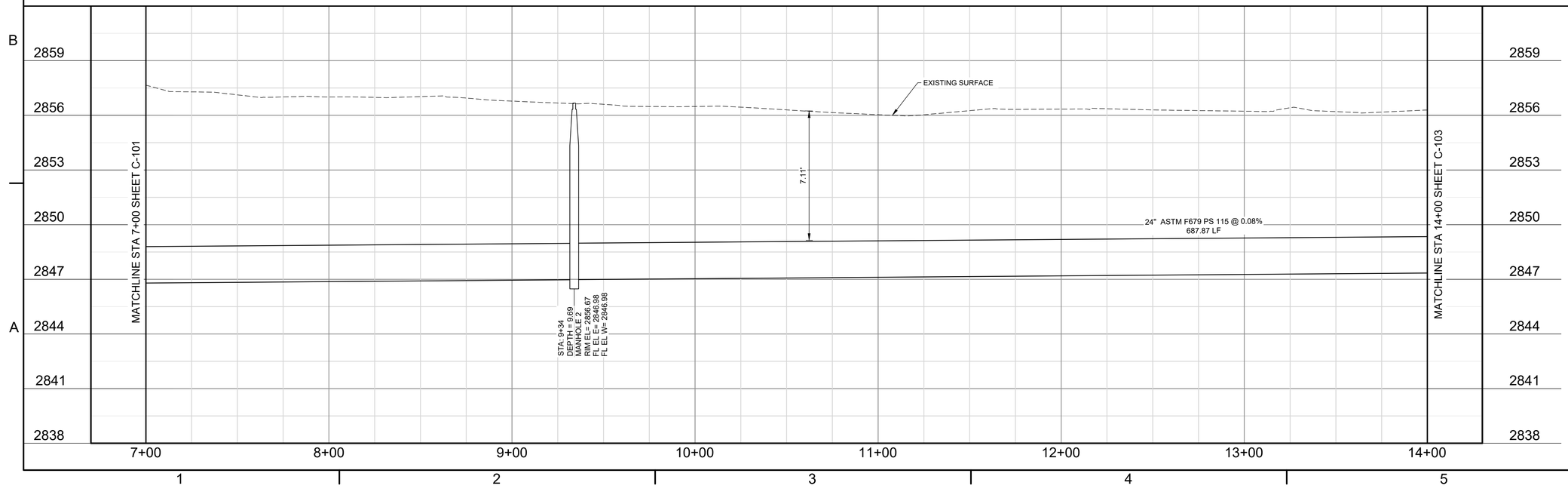
#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

24" Wastewater Main Plan And Profile Sta 0+00 To Sta 7+00

C-101

PACKET
16.1026
November 17, 2020





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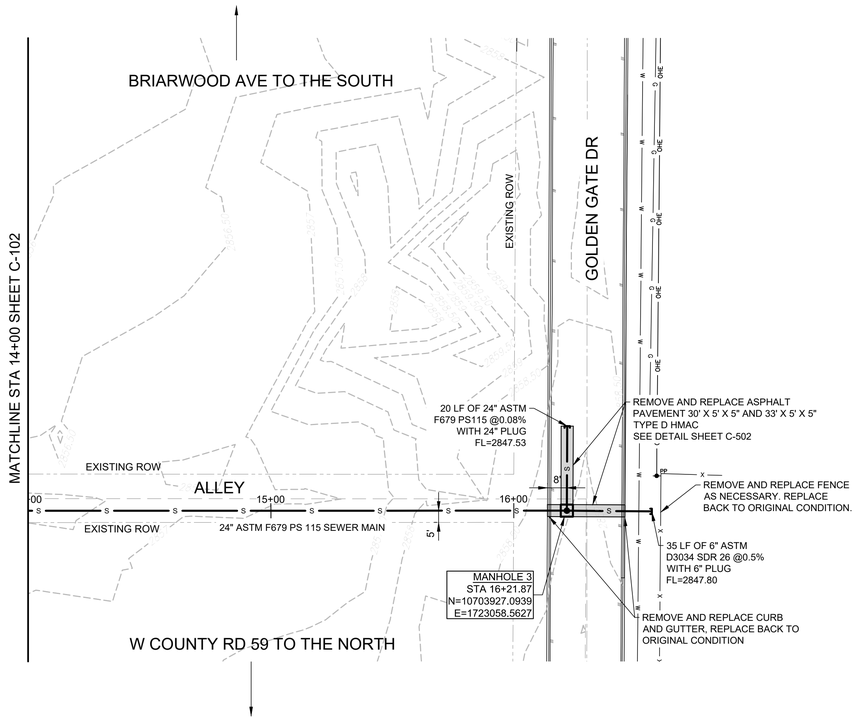
#	DATE	DESCRIPTION
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2	10-04-2019	60% Review
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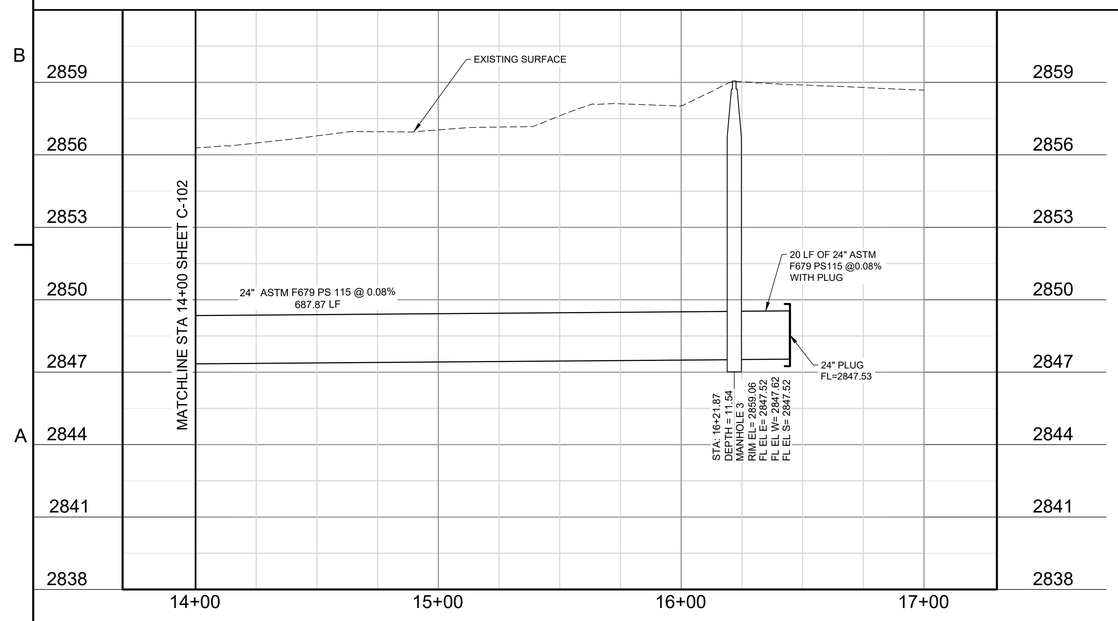
24" Wastewater Main Plan And Profile Sta 7+00 To Sta 14+00

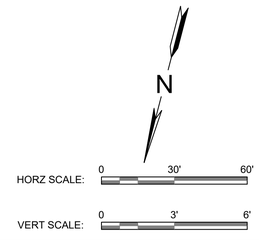
C-102

PACKET
16.1027
November 17, 2020

FILE NAME: X:\2019\2879.19\03_DSGN\01_DWG\050_CIVIL\C-102-2879.dwg LAYOUT NAME: C-102 PRINTED: Monday, November 09, 2020 - 7:59am USER: MMullins







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PROJECT NO.
2879.19

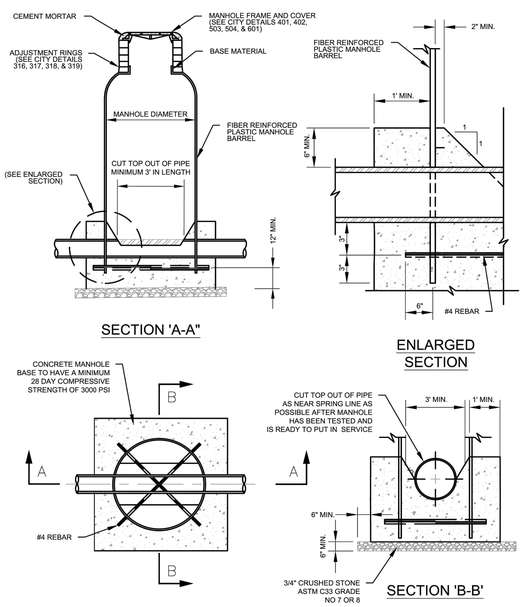
#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

24" Wastewater Main Plan And Profile Sta 14+00 To Sta 16+41.87

C-103

PACKET
16.1028
November 17, 2020

FILE NAME: X:\2019\2879.19\03_DSGN\01_DWG\050_CIVIL\C-103-2879.dwg LAYOUT NAME: C-103 PRINTED: Monday, November 09, 2020 - 8:18am USER: MMullins

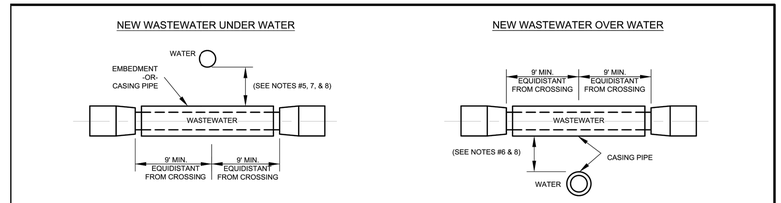


DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 313(A)
	TYPICAL FIBERGLASS MANHOLE		

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

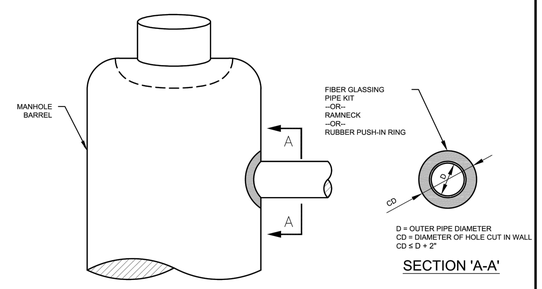
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 313(B)
	TYPICAL FIBERGLASS MANHOLE		



NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

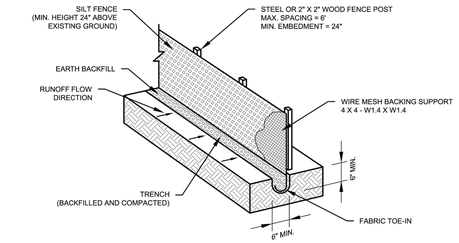
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 309
	NEW WASTEWATER MAIN CROSSING WATER MAIN		



NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

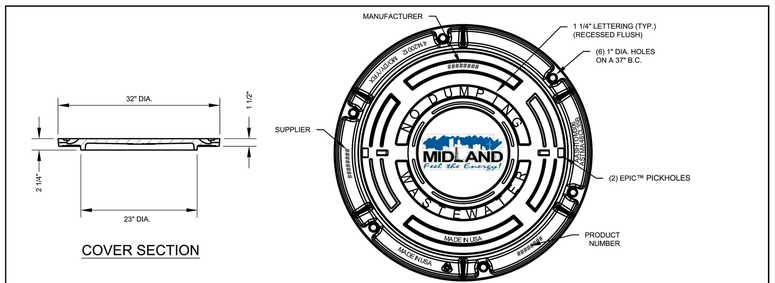
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL: 314
	TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION		



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 706
	SILT FENCE		



NOTES:

1. 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.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 503
	TYPICAL WASTEWATER MANHOLE COVER		

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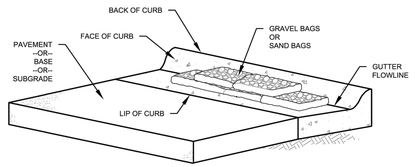
#	DATE	DESCRIPTION
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4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

Miscellaneous Utility Details

C-501

PACKET
16.1029
November 17, 2020

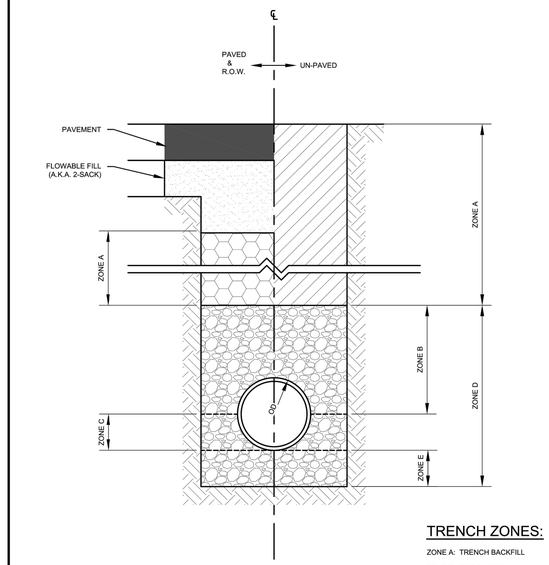
FILE NAME: X:\2019\2879.19\03_DSGN\01_DWG\050_CIVIL\C-501-2879.dwg LAYOUT NAME: C-501 PRINTED: Thursday, November 05, 2020 - 12:00pm USER: MMullins



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CURB GRAVEL OR SAND BAGS		712



TRENCH ZONES:

ZONE A: TRENCH BACKFILL

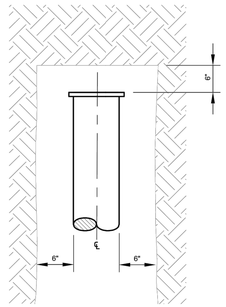
ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TRENCHING AND BEDDING		310(B)

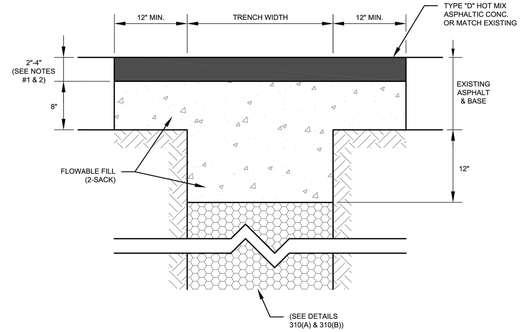


PLUG BLOCKING

NOTES:

1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

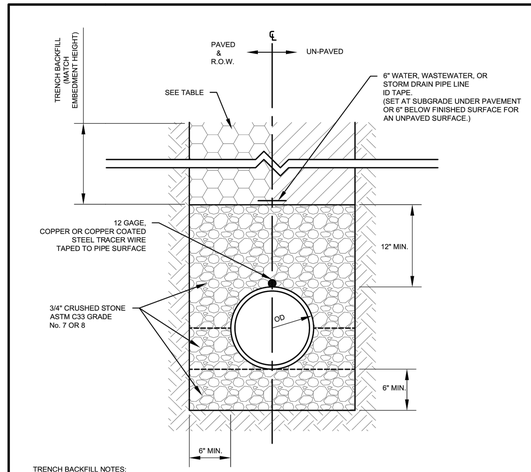
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC		
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018		SCALE: NTS	DETAIL:
	GRAVITY MAIN PLUG			315



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

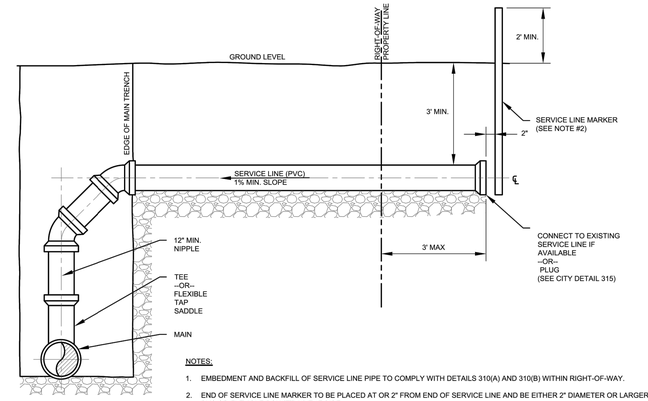
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	ASPHALT TRENCH PAVEMENT REPLACEMENT		311



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TRENCHING AND BEDDING		310(A)



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.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC		
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018		SCALE:	DETAIL:
	4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 1			507

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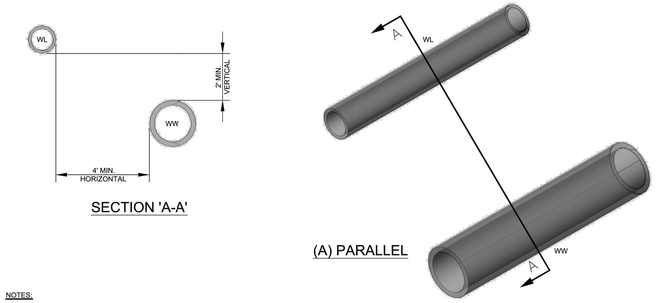
#	DATE	DESCRIPTION
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4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

Miscellaneous Utility Details

C-502

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16.1030
November 17, 2020

FILE NAME: X:\2019\2879.19\03_DSGN\01_DWG\050_CIVIL\C-502-2879.dwg LAYOUT NAME: C-502 PRINTED: Thursday, November 05, 2020 - 12:00pm USER: MMullins



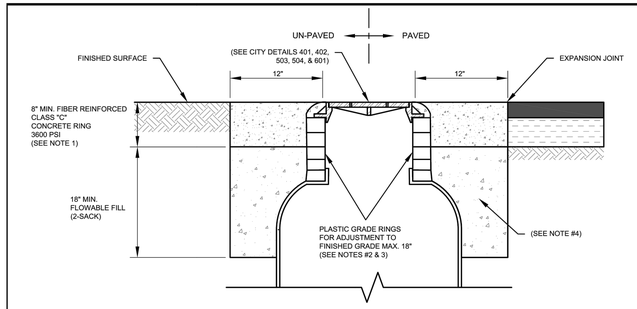
SECTION 'A-A'

(A) PARALLEL

NOTES:

1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP. OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		306
APPROVED: MCC			

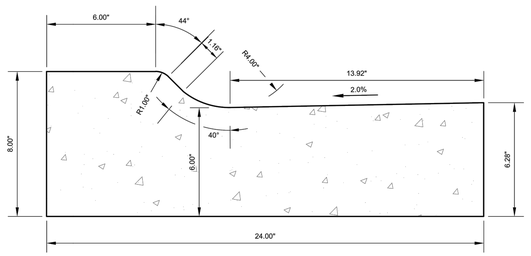


NEW MANHOLE ADJUSTMENT

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			



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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE D LAY-DOWN CURB AND GUTTER		209
APPROVED: MCC			

FILE NAME: X:\2019\2879.19\03_DSGN\01_DWG\050_CIVIL\C-503-2879.dwg LAYOUT NAME: C-503 PRINTED: Thursday, November 05, 2020 - 1:43pm USER: MMullins

Parkhill

11-06-2020

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
KOLE T. GLOVER
137904
LICENSED
PROFESSIONAL ENGINEER

Parkhill.com

Briarwood Avenue
Utility Improvements

MIDLAND
Feel the Energy!

CLIENT
City Of Midland

300 N. Loraine
Midland, TX 79701-4725
(432) 686-1600

PROJECT NO.
2879.19

#	DATE	DESCRIPTION
4	11-06-2020	Bid Set
4	06-12-2020	90% Review
2	10-04-2019	60% Review
1	09-27-2019	30% Review

Miscellaneous Utility Details

C-503

PACKET
16.1031
November 17, 2020

City Council Meeting

Item Number: 17

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM; AUTHORIZING THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $500,000.00 FROM THE CARES GRANT; AND AUTHORIZING THE EXECUTION A CONTRACT WITH MIDLAND COLLEGE TO PROVIDE PROGRAM ADMINISTRATIVE SERVICES AT A COST NOT TO EXCEED $25,000.00 (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF MIDLAND EMERGENCY AID, RELIEF, and ECONOMIC SECURITY FUNDS CONTRACTS WITH MIDLAND COLLEGE BUSINESS & ECONOMIC DEVELOPMENT CENTER SOCIAL SERVICES PROGRAM; APPROVING FUNDS FOR SAID CONTRACTS IN THE AMOUNT OF $500,000.00.

Recommended City Council Action:

Approve

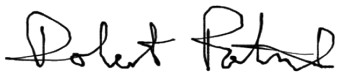
Fiscal Impact:

$500,000 shall be appropriated from the CARES GRANT are available in Fund 065-CARES GRANT for this purpose.

Discussion:

In an effort to assist small local businesses impacted by COVID-19, the City of Midland and Midland College Business and Economic Development Center (BEDC) will collaborate to assist small business owners through the City of Midland Micro-Grant Assistance Project (BMGAP). The program is available for business interruptions occurring on or after March 27, 2020, (date signed by President Trump) through the Corona Virus Aid Relief & Economic

securities Act due to the COVID-19, which resulted in required closures, voluntary closures to promote social distancing or decreased customer demand.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM; AUTHORIZING THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $500,000.00 FROM THE CARES GRANT; AND AUTHORIZING THE EXECUTION A CONTRACT WITH MIDLAND COLLEGE TO PROVIDE PROGRAM ADMINISTRATIVE SERVICES AT A COST NOT TO EXCEED $25,000.00

WHEREAS, the Community Development Division of the Department of Development Services, in an effort to assist small businesses impacted by COVID-19, has developed the City of Midland Micro-Grant Assistance Program; and

WHEREAS, the program will be used to provide $7,500.00 micro-grants to qualifying businesses; and

WHEREAS, the City Council finds it to be int eh public interest to authorize the City of Midland Business Micro-Grant Assistance Program; and

WHEREAS, the City Council finds it to be in the public interest to authorize the appropriation of funds in the amount of $500,000.00 from the CARES Grant available in Fund 065-CARES GRANT; and

WHEREAS, Midland College has agreed to perform administrative services for the City of Midland Business Micro-Grant Assistance Program at a cost not to exceed $25,000.00; and

WHEREAS, the City Council finds the amount proposed by Midland College to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Midland College for the City of Midland Business Micro-Grant Assistance Program;

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, Texas, hereby authorizes the City of Midland Business Micro-Grant Assistance Program.

SECTION TWO. That the City Council hereby authorizes and approves the appropriation of funds in the amount of $500,000.00 from the CARES Grant available in Fund 065-CARES GRANT.

SECTION THREE. That the Interim 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 Midland College, for the City of Midland Business Micro-Grant Assistance Program for a total cost of $25,000.00. Said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND MIDLAND COLLEGE, REGARDING THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **MIDLAND COLLEGE**, hereinafter called "College";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which College will carry out the City of Midland Business Micro-Grant Assistance Program utilizing City's Emergency Aid, Relief and Economic Security Fund as described in Exhibits "A" and "B", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by the City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from the City, College is authorized to incur costs against a total amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00). Payments shall be made on a reimbursement basis to College at a rate of THREE HUNDRED NINETY-FIVE DOLLARS ($395.00) per funded applicant, for the first 62 applicants, and FIVE HUNDRED TEN DOLLARS ($510.00) for the 63rd applicant as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to College upon certification by College and approval by the Community Development Division of the City's Development Services Department and the City Manager. Final payment on the project must be at least ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

College will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before College seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to the City and reviewed by the City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

EACH PARTY WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OTHER PARTY AND ALL OF THE OTHER PARTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE PARTY, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, THE PARTY'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND THE PARTY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OTHER PARTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

EACH PARTY AGREES THAT IT WILL INDEMNIFY AND SAVE THE OTHER PARTY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN THE OTHER PARTY SO DESIRES, EACH PARTY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INTENTIONALLY OMITTED

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that College shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that College 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 City and College, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and College. No person performing any work hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically

understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. College 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 College's work. College shall assume exclusive responsibility for the work. College is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

College shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City and shall require all contractors and subcontractors to comply with the same. College hereby agrees as follows:

A. College will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. College will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which funds are expended available to the City.

B. College will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), 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.

C. College 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 Block Grant ("CDBG") funds. College will comply with said regulations regardless of whether any program or activity is funded in whole or in part with CDBG funds. Additionally, College will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. College will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family

status, or mental and physical disability.

E. College will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. College will obtain and maintain documentation evidencing that program beneficiaries meet program income eligibility criteria, specifically as required by 24 CFR 570.208. College shall further comply with the retention of records provisions of 24 CFR 570.502.

G. College will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. College will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of College shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to College of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of College as an officer, employee, member, or program participant. College shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. College 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.

K. College shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. College will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. College certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of College, 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 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 this Federal contract, grant, loan, or cooperative agreement, College shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. College 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.

O. College shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. College 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 above paragraphs A through O. College shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. College shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of program acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

College shall upon termination or expiration of this Agreement transfer to the City all program funds and all loans and accounts receivable attributable to the use of program funds that College has on hand at the time of termination. If College ceases to use any asset

acquired with program funds for the purposes described in this Agreement, College shall either pay to the City the fair market value of the asset or transfer control of the asset to the City.

X. RECOGNITION OF FUNDING

College shall provide recognition of funding in its procurement announcements. College shall post, in a publicly visible location where assisted activity is provided, an acknowledgment that City is contributing to the project. City's Community Development Office will determine if posting is adequate given the scale of the assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by College and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of program acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin November 4, 2020, and end September 30, 2021, unless an extension of time is granted by the City Council. If all program funds are expended prior to September 30, 2021, the Agreement shall end once a final performance report is accepted by City.

XIII. INTENTIONALLY OMITTED

XIV. ATTORNEY FEES

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

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

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

XV. DEFAULT PROVISION

In the event that either College or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, College and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and College have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of College and City in writing.

XVI. 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, College or its 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 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 College will settle, the physical and mailing addresses of College at the time and date the claim was presented and the physical and mailing addresses of College for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom College 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 College that its 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, College's failure to comply with the requirements herein shall perpetually bar College'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. College agrees that the requirements of this entire agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

By executing this Agreement, neither City nor College are waiving their right of sovereign immunity. Both City and College are retaining their immunity from suit. Neither City nor College are granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XIII. THIRD-PARTY BENEFICIARY

The 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.

XIX. ASSIGNMENT

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

XX. TERMINATION WITHOUT CAUSE

The City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to College of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

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

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

The City has found that College has not been suspended or debarred from performing work on Federal contracts.

XXIII. 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 inCollege, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS

By_____
Robert Patrick,
Interim City Manager

MIDLAND COLLEGE

By_____

Name_____

Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of MIDLAND COLLEGE, 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 College, 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 _____, 2020.

_____
Notary Public, State of Texas

EXHIBIT-A

City of Midland Business Micro-Grant Assistance Program

Program Description

In an effort to assist small local businesses impacted by COVID-19, the City of Midland and Midland College will collaborate to assist small business owners through the City of Midland Business Micro-Grant Assistance Program. The program is available for business interruptions occurring on or after March 27, 2020 (date as signed by President Trump through the Corona Virus Aid Relief & Economic securities Act) due to the COVID-19, which resulted in required closures, voluntary closures to promote social distancing, or decreased customer demand.

The City of Midland received funding from the CARES Act and intends to distribute $475,000.00 of those funds in the form of grants to eligible Midland small businesses directly impacted by COVID-19. Sixty-Three (63) grants of $7,500.00 will be made to eligible businesses. Grant applications will be accepted at Midland College Business and Economic Development Center at 201 W Florida. Grant applications will be processed by Midland College. The City of Midland will make grant award decisions. All required documentation must be submitted with the grant application. However, the City of Midland and Midland College are available to assist any eligible business in completing the application and producing the required supporting documentation.

The City of Midland's Community Development Office's will administer the project and be the fiscal agent for this $500,000 project. The City will make all material project management decisions and fund each micro grant via direct deposit or a check. If for some reason an award must be clawed back from a business, the City of Midland will perform this action.

Midland College Scope of Service

As related to the City of Midland Business Micro-Grant Assistance Program, College shall:

- assist in development of the application process
- respond to applicant inquiries
- accept applications
- process applications
- transport completed applicant files to the City for resolution
- collect receipts from business owners
- generate reports
- generate invoices
- market the program

In processing applications, Midland College shall check for program eligibility as defined in **Exhibit "B"**.

Exhibit B

City of Midland
Business Micro-Grant Assistance Project

In an effort to assist small local businesses impacted by COVID-19, the City of Midland and Midland College Business and Economic Development Center (BEDC) will collaborate to assist small business owners through the City of Midland Business Micro-Grant Assistance Project (BMGAP). The program is available for business interruptions occurring on or After March 27, 2020 (date as signed by President Trump through the **(Corona Virus Aid Relief & Economic securities Act)** due to the COVID-19, which resulted in required closures, voluntary closures to promote social distancing, or decreased customer demand.

The City of Midland received funding COVID-19 funding and intends to distribute $500,000 of those funds in the form of grants to eligible Midland small businesses directly impacted by COVID-19.

Grants of $7,500 will be made to eligible businesses. Grants will be awarded on a first-come first-serve basis. Due to limited funding, meeting all eligibility criteria does not guarantee and award.

All required documentation must be submitted with your grant application. However, the City of Midland and the BEDC are available to assist any eligible business in completing the application and producing the required supporting documentation.

ELIGIBILITY

Grant funds are open to businesses meeting the following criteria:

- Is located within the city limits of the City of Midland, Texas
- Is registered with the Texas Comptroller's Office and is currently in good standing
- Is current on City of Midland fees, property taxes, State and City sales tax
- Has been in operation since March 27, 2019
- Neither the business nor any of its owners have declared bankruptcy in the last 12 months.
- Is not a nonprofit organization
- Is not a sexually oriented business, as defined by Texas Local Government Code §243.002, or a gambling establishment, as defined by Texas Penal Code 47.02
- Employs twenty (20) or fewer employees
- Has experienced a business interruptions occurring on or after March 27, 2020 due to COVID-19
- Can document a loss of business revenue due to COVID-19 pandemic
- Has an annual gross revenue equal to or below $850,000.00
- Does not have conflicts of interest with the City, City Council or Midland College
    - City of Midland elected officials and their immediate family members, City staff and Midland College staff are not eligible for assistance
- Can provide 2018 or 2019 business tax forms
- Has not received other COVID-19 economic assistance through other Federal or local government agencies [examples include: Economic Injury Disaster Loans (EIDL Loans), Paycheck Protection

Program (PPP) loans or Federal Emergency Management Agency (FEMA) funding]. Businesses may not receive federally subsidized assistance that duplicates any part of their disaster loss covered by insurance or another source. It is the City's sole discretion to determine if funds received induce an eligibility.

- Must use funding for designated fixed assets, services, and marketing
- Must be willing to provide receipts documenting how funds were spent
- Must provide a written summary of business interruption and document loss experienced

Duplication of Benefits

Businesses may not receive BMGAP funds if they have already received federally subsidized disaster assistance such as Economic Injury Disaster Loans (EIDL Loans), Paycheck Protection Program (PPP) loans or Federal Emergency Management Agency (FEMA) funding. Grant applicants for BMGAP funds must disclose any funds applied for and/or received from these sources or other federal assistance programs.

If a duplication of benefits is determined to have occurred after BMGAP funds have been disbursed, the amount of funds determined to be duplicative must be repaid to the City of Midland by no later than a date determined by City of Midland management.

Eligible Uses

BMGAP funds can be used to reimburse the expenses incurred by the eligible Midland businesses on or after March 27, 2020 for business interruptions due to COVID-19 which resulted in required closures, voluntary closures to promote social distancing, or decreased customer demand. Examples of expenses include, but are not limited to:

Fixed Assets:

- Equipment/Machinery (must be directly related to COVID-19)
- Personal Protection Equipment (PPE)
- Technology (Online order and payment systems)
- Contactless payment devices
- Business software (QuickBooks, etc.)

Services:

- Working Capital
- Payroll Expenses
- Health care benefits
- Supplier payments
- Rent, lease or mortgage payments for real property used for business purposes. (A storefront or warehouse. Does not include personal residence.)
- Rent, lease or purchase payment for business property (Delivery vehicle, food truck, kitchen equipment, technology payment, and communications systems/equipment.)

Marketing:

- Website design
- Website improvements and redesign
- Cost of digital marketing

Funds can be used for one or all of the costs above. Businesses receiving grant funding may be required to document how the funds are used and submit receipts of all funds are utilized.

Required Documents

The grant application will require verification of pertinent documentation. Any applicants that are unable to provide the required documents may still submit a grant application for review and consideration. The BMGAP is available to assist any eligible Midland business in completing the application and producing the required supporting documentation.

Business owners must complete their BMGAP application and may include one or more of the documents below, year to date 2020:

- Income statement(s)
- Business operating bank statements
- Sales tax report(s)

Business owners must also submit the below documents along with their application:

- 2018 or 2019 business tax returns
- valid personal identification
- Proof of business location inside the city limits of Midland
- Form W9
- Direct Deposit Form

Application Processing

Applications will be reviewed in the order of receipt. If applicants are unable to secure the required documentation or need technical assistance in submitting the grant application, BEDC staff will be available to provide guidance.

Grant applications will be processed by the BEDC and a final decision will be made by the City of Midland.

City Council Meeting

Item Number: 18

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,062 FEET AND 2,122 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits to Diamondback E&P LLC for the drilling of the following oil and gas wells: Missoula Unit 806LS; Missoula Unit 817MS; Butte Unit 805LS; and Butte Unit 816MS; said wells being generally located 409 feet north of Green Tree Blvd. extension and between 2,062 feet and 2,122 feet west of North Midkiff Road extension. 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 this well site in detail and recommends approval noting an update of one exhibit. Diamondback E&P will be using at a minimum 24 ft.

tall sound walls on the southerly side of the well pad during completion operations (frac and drill out). Sound walls may also be erected on the westerly side if needed. Diamondback E&P does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Diamondback E&P is requesting the following variances:

1. Requesting a variance for trees of 2”-3” in diameter due to having a greater survival rate over a five-year period and have a growth rate greater than the 4” diameter requirements.
2. Requesting a variance to have perimeter fence around the four well pad site and the ability to remove either fence around pad site if and when the construction of greater perimeter is deemed and replace fence meeting the requirement of the applicable ordinance.
3. Requesting a variance to a larger reserve pit being 445 ft. X 227 ft. for the drilling of four separate wells on drilling pad which will result in a smaller footprint to the surface versus four separate reserve pits.
4. Requesting a variance to the pit closure requirement with the option to use a green bio technology treatment which will result in a low percentage of hydrocarbons in soil in an environmentally friendly state.
5. 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 of lights during such operations.

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 DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,062 FEET AND 2,122 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); 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 October 6, 2020; 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:

> Butte Unit 805LS; Butte Unit 816MS; Missoula Unit 806LS; and Missoula Unit 817MS;

located in Section 8, 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" through "D" 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim 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 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 BUTTE UNIT 805LS oil and gas well shall be 2,102 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 BUTTE UNIT 816MS oil and gas well shall be 2,122 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

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 MISSOULA UNIT 806LS oil and gas well shall be 2,062 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 MISSOULA UNIT 817MS oil and gas well shall be 2,082 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production 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
7/27/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	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: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701
Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

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. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from* Amanda Gray , *a Certified Petroleum Landman*, indicating that Diamondback E&P LLC 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):

Farming and pasture.

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses 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: MISSOULA UNIT 806LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:
SHL: 2062' FEL & 309' FSL, T&P RR Co Svy, Blk 39, T-1-S, Sec 8, A-719
BHL: 1645' FEL & 2591' FNL, T&P RR Co Svy, Blk 39, T-1-S, Sec. 17, A-37

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) Operations: Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:
Existing water wells location in Section 8, Blk 39, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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 are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [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 request for a variance to the hours of fracing operations.

Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, 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.

LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Laura Payne

Notary Public, State of Texas

[Seal]

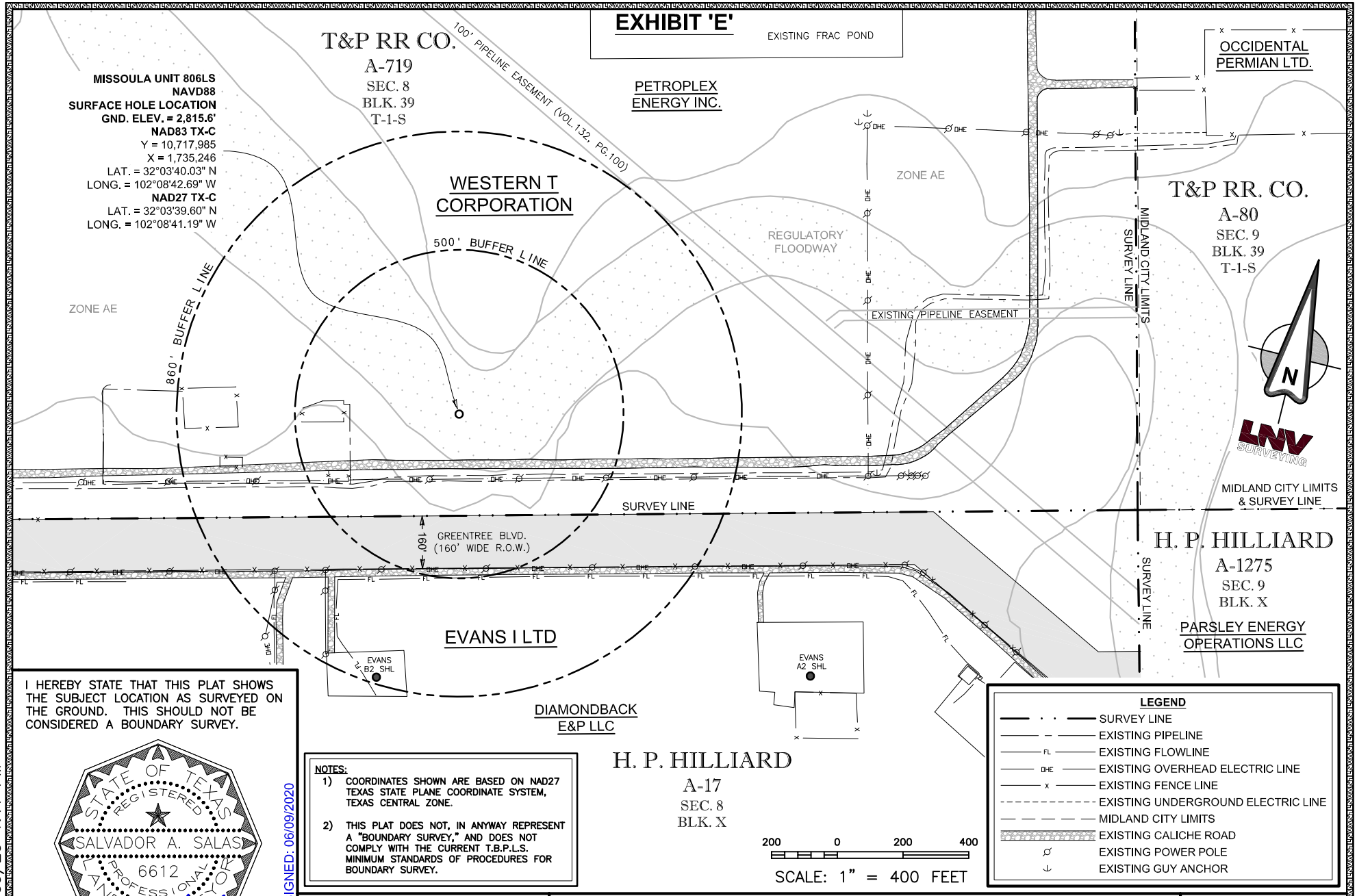
Attachment to
Application for Oil and Gas Permit

II. Mineral Ownership Missoula Unit

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Anguish Partnership P.O. Box 63 Midland, TX 79702	Christine Barnes Mallams, a.k.a. Christine Motycka P.O. Box 505 Midland, TX 79702
Evans Resources, L.P. 3502 Mockingbird Ln Midland, TX 79707	D&J Anguish Properties, Ltd. 33819 Conroe Huffsmith Road Magnolia, TX 77354-5011
D. Wynn Ent., LLC 825 Good Springs Loop Willison, TN 38076	Anguish Interests, LLC 350 C.R. 2664 Eureka Springs, AR 72631
Brigham Minerals 5914 W. Courtyard Dr. Bridgepoint Plaza II, Ste. 200 Austin, TX 78730	SBN 2015 Map 5410 Bees Caves Rd. Austin, TX 78746
Clay Young Smith 56 Champions Run San Antonio, TX 78258	Jauer Energy, LLC 25716 Creekside Cove Boerne, TX 78006
David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230	Buckhorn Minerals II, LLP 1800 Bering Dr, STE 1075 Houston, TX 77057
Alva Energy, LLC P.O. Box 10151 Midland, TX 79702	Sidwell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Santa Elena Minerals, LP P.O. Box 2063 Midland, TX 79702	Texas Redhand, LLC P.O. Box 2840 Midland, TX 79702
Powers Acquisitions, LLC P.O. Box 470972 Fort Worth, TX 76147	RRIG Energy, LLC P.O. Box 471192 Fort Worth, TX 76147
Primitive Petroleum 4514 Robin Lane Midland, TX 79707	RRIG Permian I, LLC P.O. Box 471195 Fort Worth, TX 76147
Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust P.O. Box 12749 Dallas, TX 75225	Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	Aspen Grove Royalty Company, LLC P.O. Box 10588 Midland, TX 79701

Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Elaine Barnes P.O. Box 505 Midland, TX 79702
Donald W. Turner and Barara Theresa Turner Co-Trustees of the Ball Family Trust 4514 Tutbury Court Amarillo, TX 79119	GrayRock Minerals, LLC 5950 Cedar Springs Rd Dallas, TX 75235
John R. Michener and/or John M. Michener, JTWROS 1908 Midcress Plano TX 75075	Hilseweck Partnership P.O. Box 12749 Dallas, TX 75225
Julie Barnes and Christine Motycka, Co-Trustees of the Laurie B. Barr Family Trust Wells Fargo Bank, N.A, Agent for the Laurie Barr Family Trust P.O. Box 1959 Midland, TX 79702	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703	McAfee Enterprises, L.P. Attn: Mark Williams P.O. Box 1087 Norman, OK 73070
Mary Turner P.O. Box 85 Mize, MS 39116	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
Orman J. Hubbard, Jr. P.O. Box 512 Midland, TX 79702	John Dublin, Jr. 5417 Fruitland Farm Road San Angelo, TX 76903
Steven C. Barnes P.O. Box 505 Midland, TX 79703	Viper Energy Partners 500 W. Texas Ave, Ste. 1200 Midland, TX 79701
Terri Ann Williams, Trustee of Trust C 1100 S. Pickard Norman, OK 73069	



I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 06/09/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

2) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:

DIAMONDBACK E&P LLC

MISSOULA UNIT 806LS

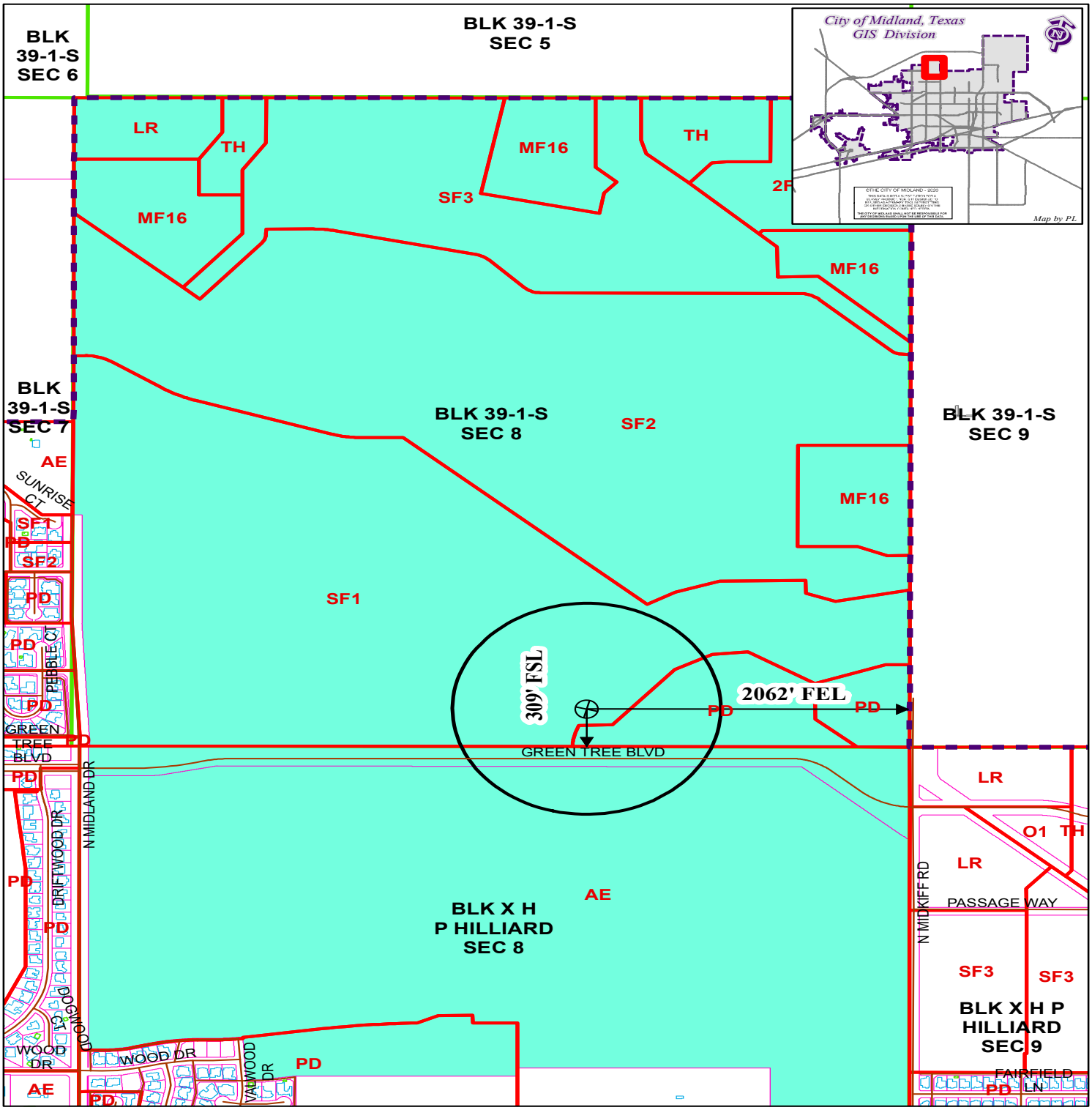
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/4/19
Surveyed By: RM/WR
Drawn by: CL
Checked by: AM/AA
Job #: 170008.413

PLOT DATE: 06/09/20 1:41 PM

PACKET 18 of 76 November 17, 2020

U:\Diamondback EP\170008 MSA\413 Missoula Unit 806LS Midland County\90-Survey\Drawings\413 Missoula Unit 806LS City Exhibit E- F.dwg



LOCATION AND ZONING MAP

Oil - 027360 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 309' FSL and 2,062' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 409 feet north of Green Tree Blvd. extension and 2,062 feet west of North Midkiff Road extension.

Missoula Unit 806LS

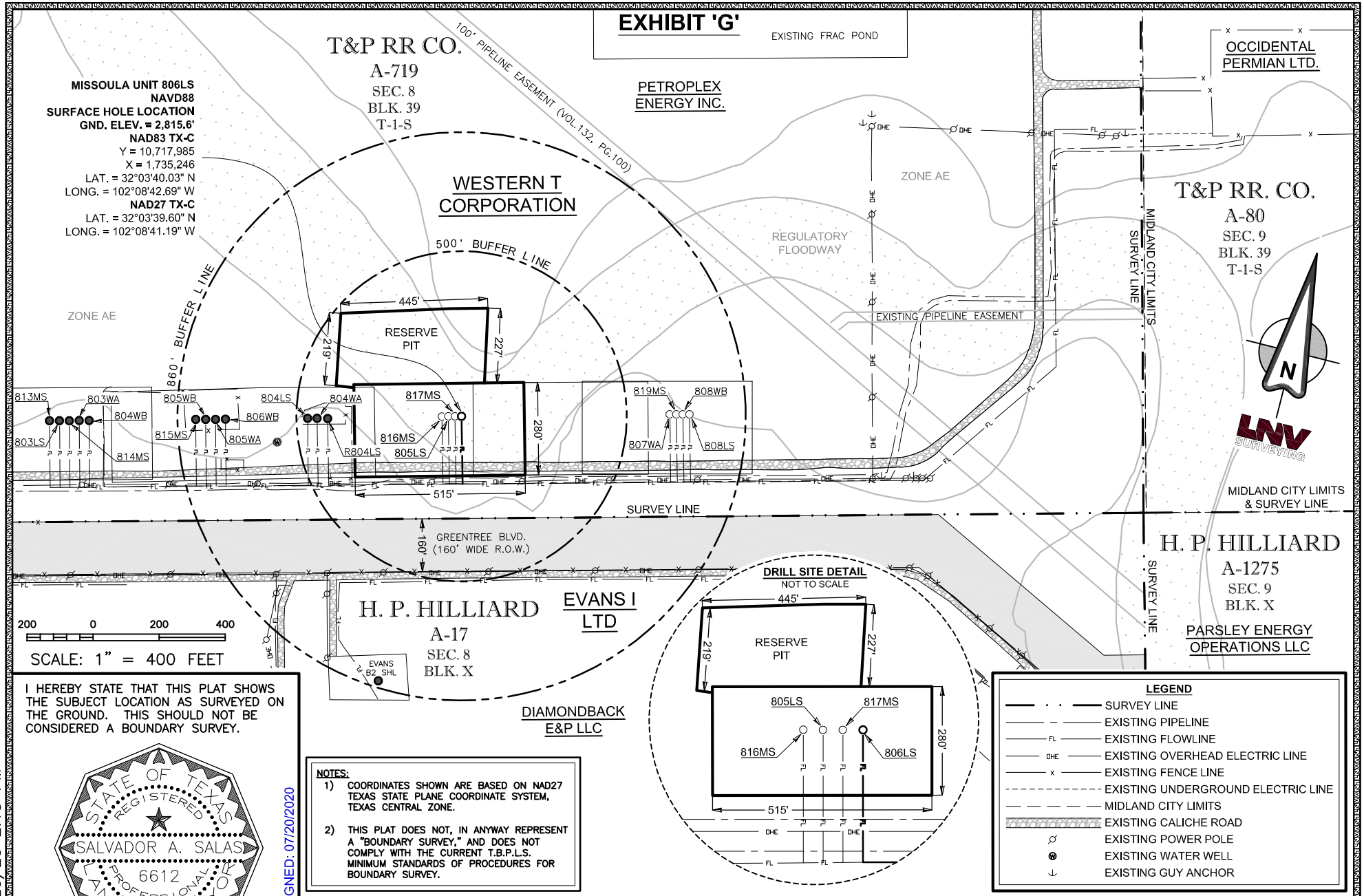
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	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

EXHIBIT 'G'



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LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- FL — EXISTING FLOWLINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- X — EXISTING FENCE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- MIDLAND CITY LIMITS
- EXISTING CALICHE ROAD
- EXISTING POWER POLE
- W — EXISTING WATER WELL
- EXISTING GUY ANCHOR

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
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A DRILL SITE PLAN FOR:

DIAMONDBACK E&P LLC

MISSOULA UNIT 806LS

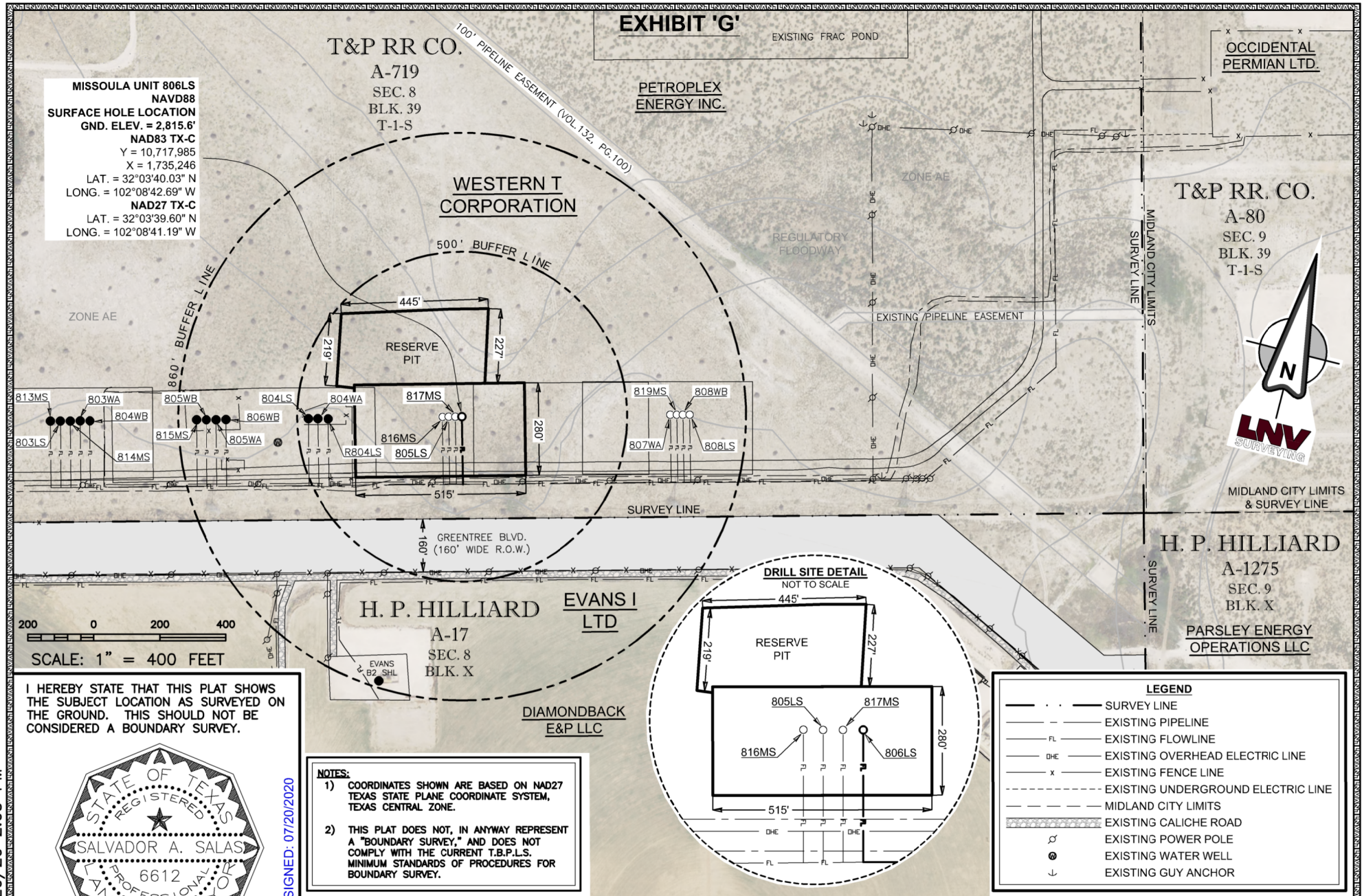
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PLOT DATE: 07/20/20 2:15 PM

PACKET 18 of 28 November 17, 2020

U:\Diamondback EP\170008 MSA\413 Missoula Unit 806LS Midland County\90-Survey\Drawings\413 Missoula Unit 806LS City Exhibit G Rev1 F.dwg



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DIAMONDBACK E&P LLC
MISSOULA UNIT 806LS
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/4/19
Surveyed By: RM/WR
Drawn by: CL
Checked by: AM/AA
Job #: 170008.413

PLOT DATE: 07/20/20 2:03 PM

U:\Diamondback EP\170008 MSA\413 Missoula Unit 806LS Midland County\90-Survey\Drawings\413 Missoula Unit 806LS City Exhibit G aerial Rev1 F.dwg

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 MISSOULA UNIT 806LS oil and gas well shall be 2,062 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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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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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production 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
7/27/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	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: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701
Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

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. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from* Amanda Gray , *a Certified Petroleum Landman*, indicating that Diamondback E&P LLC 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):

Farming and pasture.

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses 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: MISSOULA UNIT 817MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:
SHL: 2082' FEL & 309' FSL, T&P RR Co Svy, Blk 39, T-1-S, Sec 8, A-719
BHL: 1695' FEL & 2591' FNL, T&P RR Co Svy, Blk 39, T-1-S, Sec. 17, A-37

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) Operations: Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:
Existing water wells location in Section 8, Blk 39, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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 are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [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 request for a variance to the hours of fracing operations.

Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, 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.

LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Laura A Payne

Notary Public, State of Texas

[Seal]

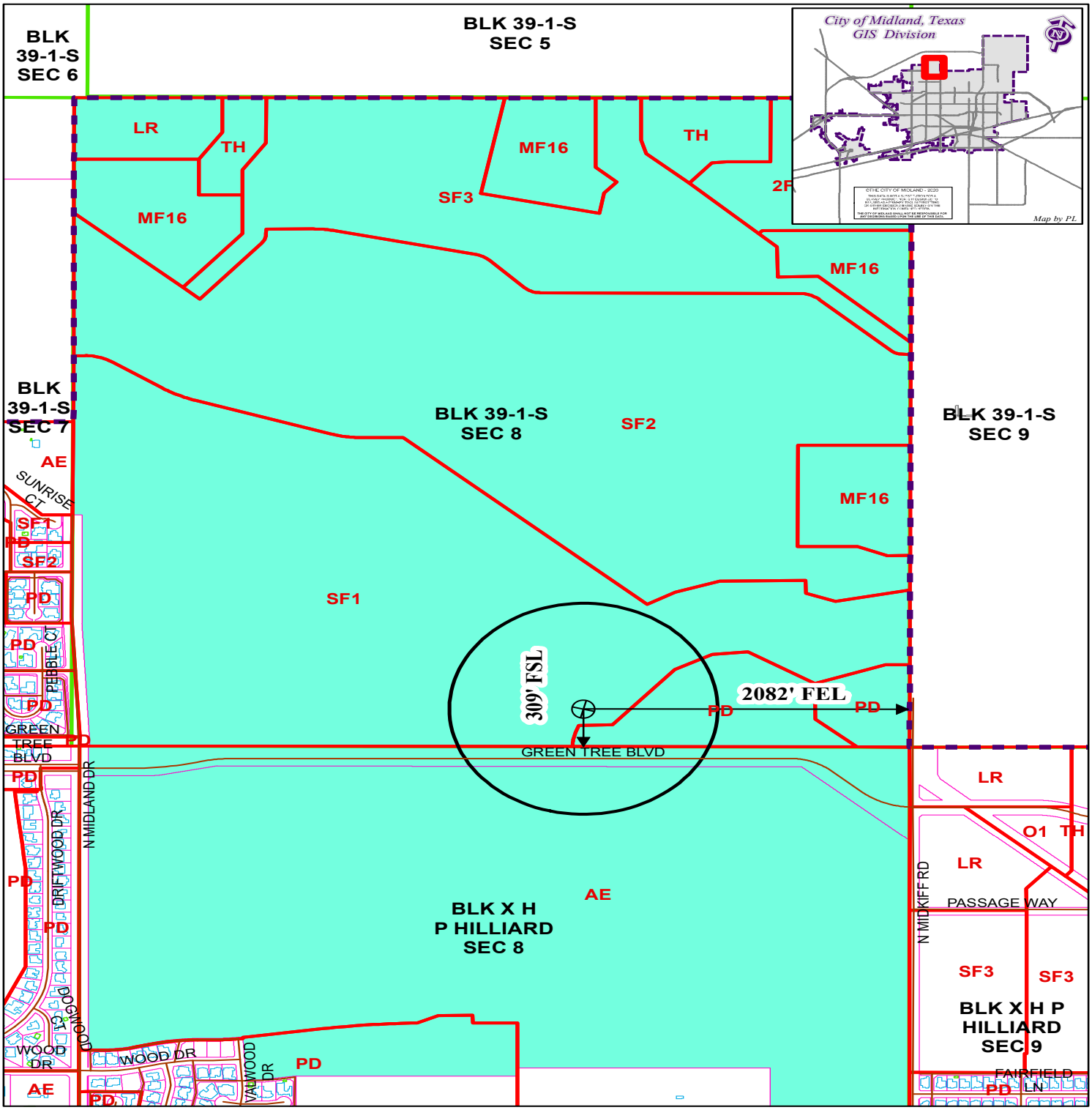
Attachment to
Application for Oil and Gas Permit

II. Mineral Ownership Missoula Unit

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Anguish Partnership P.O. Box 63 Midland, TX 79702	Christine Barnes Mallams, a.k.a. Christine Motycka P.O. Box 505 Midland, TX 79702
Evans Resources, L.P. 3502 Mockingbird Ln Midland, TX 79707	D&J Anguish Properties, Ltd. 33819 Conroe Huffsmith Road Magnolia, TX 77354-5011
D. Wynn Ent., LLC 825 Good Springs Loop Willison, TN 38076	Anguish Interests, LLC 350 C.R. 2664 Eureka Springs, AR 72631
Brigham Minerals 5914 W. Courtyard Dr. Bridgepoint Plaza II, Ste. 200 Austin, TX 78730	SBN 2015 Map 5410 Bees Caves Rd. Austin, TX 78746
Clay Young Smith 56 Champions Run San Antonio, TX 78258	Jauer Energy, LLC 25716 Creekside Cove Boerne, TX 78006
David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230	Buckhorn Minerals II, LLP 1800 Bering Dr, STE 1075 Houston, TX 77057
Alva Energy, LLC P.O. Box 10151 Midland, TX 79702	Sidwell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Santa Elena Minerals, LP P.O. Box 2063 Midland, TX 79702	Texas Redhand, LLC P.O. Box 2840 Midland, TX 79702
Powers Acquisitions, LLC P.O. Box 470972 Fort Worth, TX 76147	RRIG Energy, LLC P.O. Box 471192 Fort Worth, TX 76147
Primitive Petroleum 4514 Robin Lane Midland, TX 79707	RRIG Permian I, LLC P.O. Box 471195 Fort Worth, TX 76147
Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust P.O. Box 12749 Dallas, TX 75225	Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	Aspen Grove Royalty Company, LLC P.O. Box 10588 Midland, TX 79701

Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Elaine Barnes P.O. Box 505 Midland, TX 79702
Donald W. Turner and Barara Theresa Turner Co-Trustees of the Ball Family Trust 4514 Tutbury Court Amarillo, TX 79119	GrayRock Minerals, LLC 5950 Cedar Springs Rd Dallas, TX 75235
John R. Michener and/or John M. Michener, JTWROS 1908 Midcress Plano TX 75075	Hilseweck Partnership P.O. Box 12749 Dallas, TX 75225
Julie Barnes and Christine Motycka, Co-Trustees of the Laurie B. Barr Family Trust Wells Fargo Bank, N.A, Agent for the Laurie Barr Family Trust P.O. Box 1959 Midland, TX 79702	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703	McAfee Enterprises, L.P. Attn: Mark Williams P.O. Box 1087 Norman, OK 73070
Mary Turner P.O. Box 85 Mize, MS 39116	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
Orman J. Hubbard, Jr. P.O. Box 512 Midland, TX 79702	John Dublin, Jr. 5417 Fruitland Farm Road San Angelo, TX 76903
Steven C. Barnes P.O. Box 505 Midland, TX 79703	Viper Energy Partners 500 W. Texas Ave, Ste. 1200 Midland, TX 79701
Terri Ann Williams, Trustee of Trust C 1100 S. Pickard Norman, OK 73069	



LOCATION AND ZONING MAP

Oil - 027361 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 309' FSL and 2,082' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 409 feet north of Green Tree Blvd. extension and 2,082 feet west of North Midkiff Road extension.

Missoula Unit 817MS

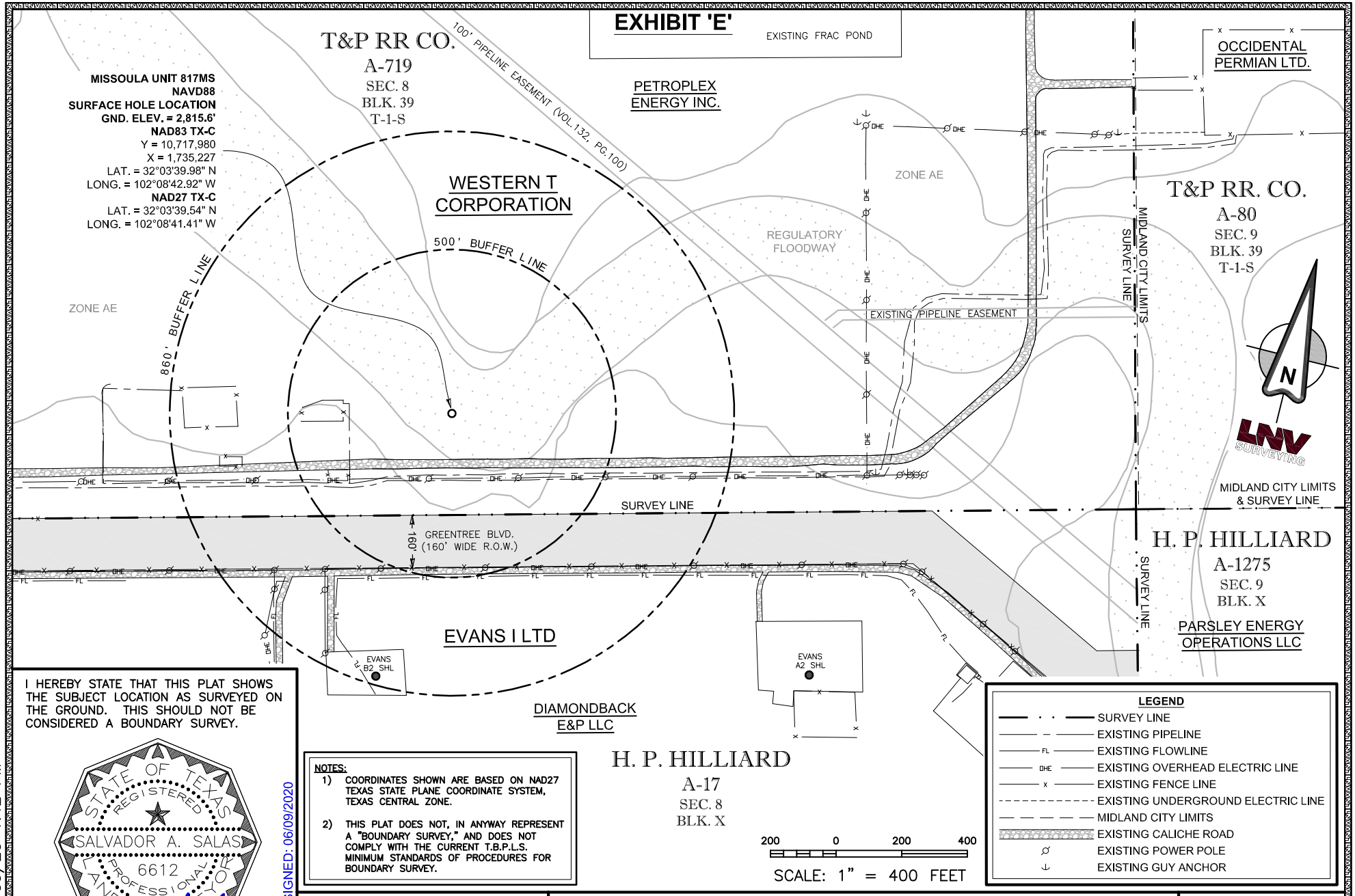
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	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

EXHIBIT 'E'



I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 06/09/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

2) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- FL — EXISTING FLOWLINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- x — EXISTING FENCE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- MIDLAND CITY LIMITS
- EXISTING CALICHE ROAD
- EXISTING POWER POLE
- EXISTING GUY ANCHOR

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
MISSOULA UNIT 817MS
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

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PACKET 18 of 90 November 17, 2020

U:\Diamondback EP\170008 MSA\414 Missoula Unit 817MS Midland County\90-Survey\Drawings\414 Missoula Unit 817MS City Exhibit E- F.dwg

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CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production 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
7/27/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	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: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701
Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

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. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from* Amanda Gray , *a Certified Petroleum Landman*, indicating that Diamondback E&P LLC 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):

Farming and pasture.

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses 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: BUTTE UNIT 816MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W

Legal Description of Proposed Well Site:
SHL: 2122' FEL & 309' FSL, T&P RR Co Svy, Blk 39, T-1-S, Sec 8, A-719
BHL: 2351' FEL & 2592' FNL, T&P RR Co Svy, Blk 39, T-1-S, Sec. 17, A-37

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) Operations: Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:
Existing water wells location in Section 8, Blk 39, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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 are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [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 request for a variance to the hours of fracing operations.

Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, 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.

LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Laura A Payne

Notary Public, State of Texas

[Seal]

Attachment to
Application for Oil and Gas Permit

II. Mineral Ownership Butte Unit

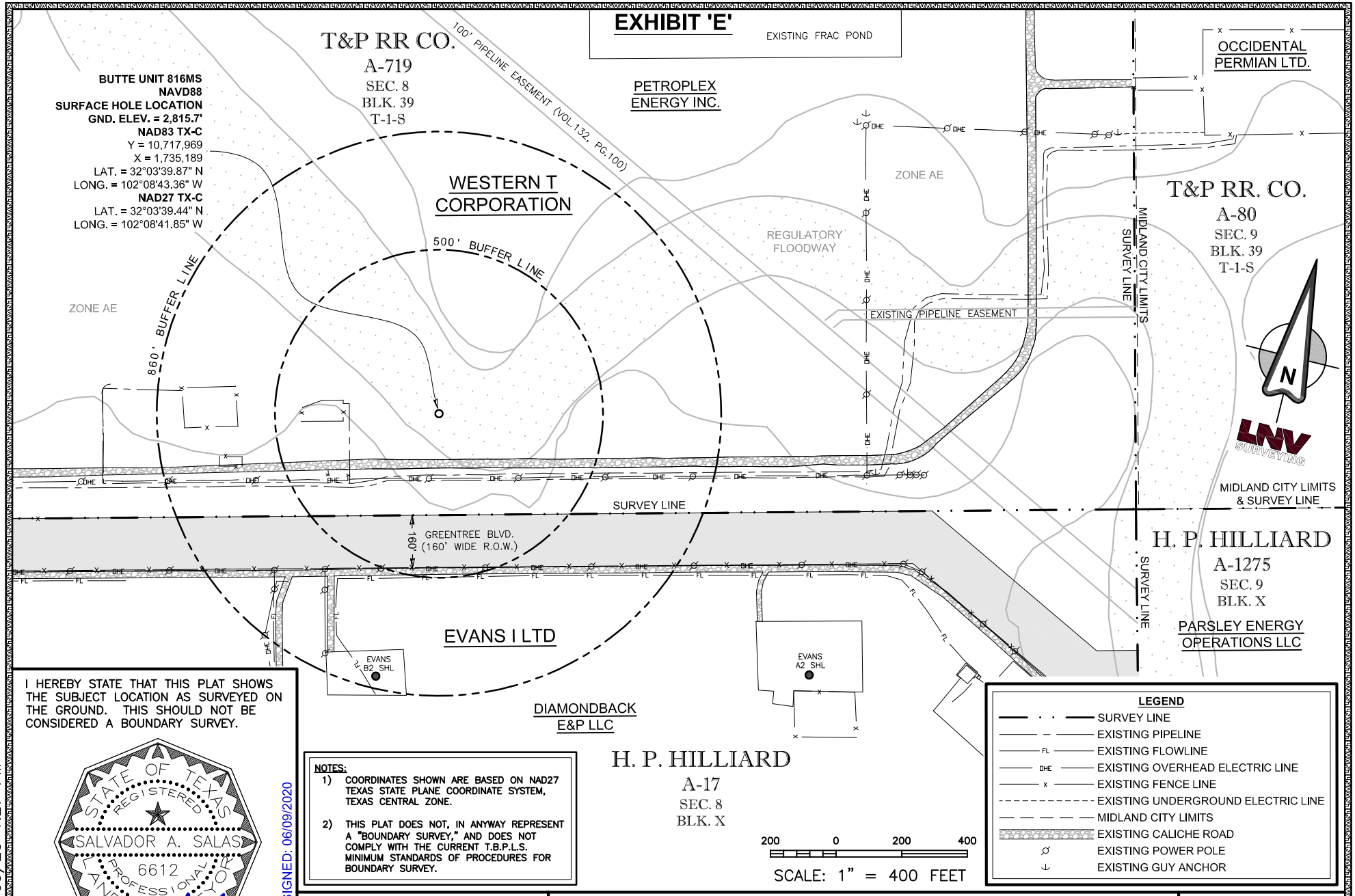
Names and Addresses of Mineral Estate Lessors (under applicable lease):

Anguish Partnership P.O. Box 63 Midland, TX 79702	Christine Barnes Mallams, a.k.a. Christine Motycka P.O. Box 505 Midland, TX 79702
Evans Resources, L.P. 3502 Mockingbird Ln Midland, TX 79707	D&J Anguish Properties, Ltd. 33819 Conroe Huffsmith Road Magnolia, TX 77354-5011
D. Wynn Ent., LLC 825 Good Springs Loop Willison, TN 38076	Anguish Interests, LLC 350 C.R. 2664 Eureka Springs, AR 72631
Brigham Minerals 5914 W. Courtyard Dr. Bridgepoint Plaza II, Ste. 200 Austin, TX 78730	SBN 2015 Map 5410 Bees Caves Rd. Austin, TX 78746
Clay Young Smith 56 Champions Run San Antonio, TX 78258	Jauer Energy, LLC 25716 Creekside Cove Boerne, TX 78006
David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230	Buckhorn Minerals II, LLP 1800 Bering Dr, STE 1075 Houston, TX 77057
Alva Energy, LLC P.O. Box 10151 Midland, TX 79702	Sidewell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Santa Elena Minerals, LP P.O. Box 2063 Midland, TX 79702	Texas Redhand, LLC P.O. Box 2840 Midland, TX 79702
Simone Huys O'Neill, LLC 10800 E Cactus Rd Unit 13 Scottsdale, AZ 85259	RRIG Energy, LLC P.O. Box 471192 Fort Worth, TX 76147
Powers Acquisitions, LLC P.O. Box 470972 Fort Worth, TX 76147	RRIG Permian I, LLC P.O. Box 471195 Fort Worth, TX 76147
Stone Liquidating c/o Bessemer trust Company, N.A. 109 N. Post Oak Lane, Ste. 205 Houston, TX 77024	Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361
Primitive Petroleum 4514 Robin Lane Midland, TX 79707	Aspen Grove Royalty Company, LLC P.O. Box 10588 Midland, TX 79701

Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust P.O. Box 12749 Dallas, TX 75225	Bob W. Dutton and wife, Lettie A. Dutton 3801 Crestridge Dr. Midland, TX 79707
Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Jake Kelley and wife, Megan Kelley 3804 Crestridge Dr. Midland, TX 79707
Donald W. Turner and Barara Theresa Turner Co-Trustees of the Ball Family Trust 4514 Tutbury Court Amarillo, TX 79119	Elaine Barnes P.O. Box 505 Midland, TX 79702
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	GrayRock Minerals, LLC 5950 Cedar Springs Rd Dallas, TX 75235
Helen O. Schwab 410 West Ohio Ave. Midland, TX 79701	Hilseweck Partnership P.O. Box 12749 Dallas, TX 75225
John R. Michener and/or John M. Michener, JTWROS 1908 Midcress Plano TX 75075	Jordan Oliver and Jennifer Oliver 3809 Crestridge Dr. Midland, TX 79707
Julie Barnes and Christine Motycka, Co-Trustees of the Laurie B. Barr Family Trust Wells Fargo Bank, N.A, Agent for the Laurie Barr Family Trust P.O. Box 1959 Midland, TX 79702	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703	Kevin Kingsland Conklin and wife, Terrie Lynn Conklin 3800 Crestridge Dr. Midland, TX 79707
Mary Turner P.O. Box 85 Mize, MS 39116	McAfee Enterprises, L.P. Attn: Mark Williams P.O. Box 1087 Norman, OK 73070
Michael T. O'Neill 410 West Ohio Ave. Midland, TX 79701	Warren G. Cate, a widower 3803 Crestridge Dr. Midland, TX 79707
Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Orman J. Hubbard, Jr. P.O. Box 512 Midland, TX 79702	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
Perla Mojica, a single person 3808 Crestridge Drive Midland, TX 79707	The City of Midland 300 N. Loraine Midland, TX 79701

Steven C. Barnes P.O. Box 505 Midland, TX 79703	Raymond C. Irving and wife, Joyce C. Irving 3806 Crestridge Dr. Midland, TX 79707
Terri Ann Williams, Trustee of Trust C 1100 S. Pickard Norman, OK 73069	Viper Energy Partners 500 W. Texas Ave, Ste. 1200 Midland, TX 79701
Terry W. Rice 3805 Crestridge Dr. Midland, TX 79707	Timothy C. Reece 3802 Crestridge Dr. Midland, TX 79707
William Hapgood Howard P.O. Box 30172 Midland, TX 79706	Lauren Howard Strubar 401 Ranch Road 620 N Ste B Lakeway, TX 78734
Susan Howard Strickland 1604 Ventura Dr. Midland, TX 79705	Randy Howard McPherson 4710 E. Loop 250 N. Midland, TX 79705
Estate of Dessie Bond McCarroll 5237 Juliandra Ave El Paso, TX 79924	

EXHIBIT 'E'



LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- FL EXISTING FLOWLINE
- OHE EXISTING OVERHEAD ELECTRIC LINE
- x EXISTING FENCE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- MIDLAND CITY LIMITS
- EXISTING CALICHE ROAD
- EXISTING POWER POLE
- EXISTING GUY ANCHOR

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 06/09/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

2) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LNV
engineers | architects | surveyors
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

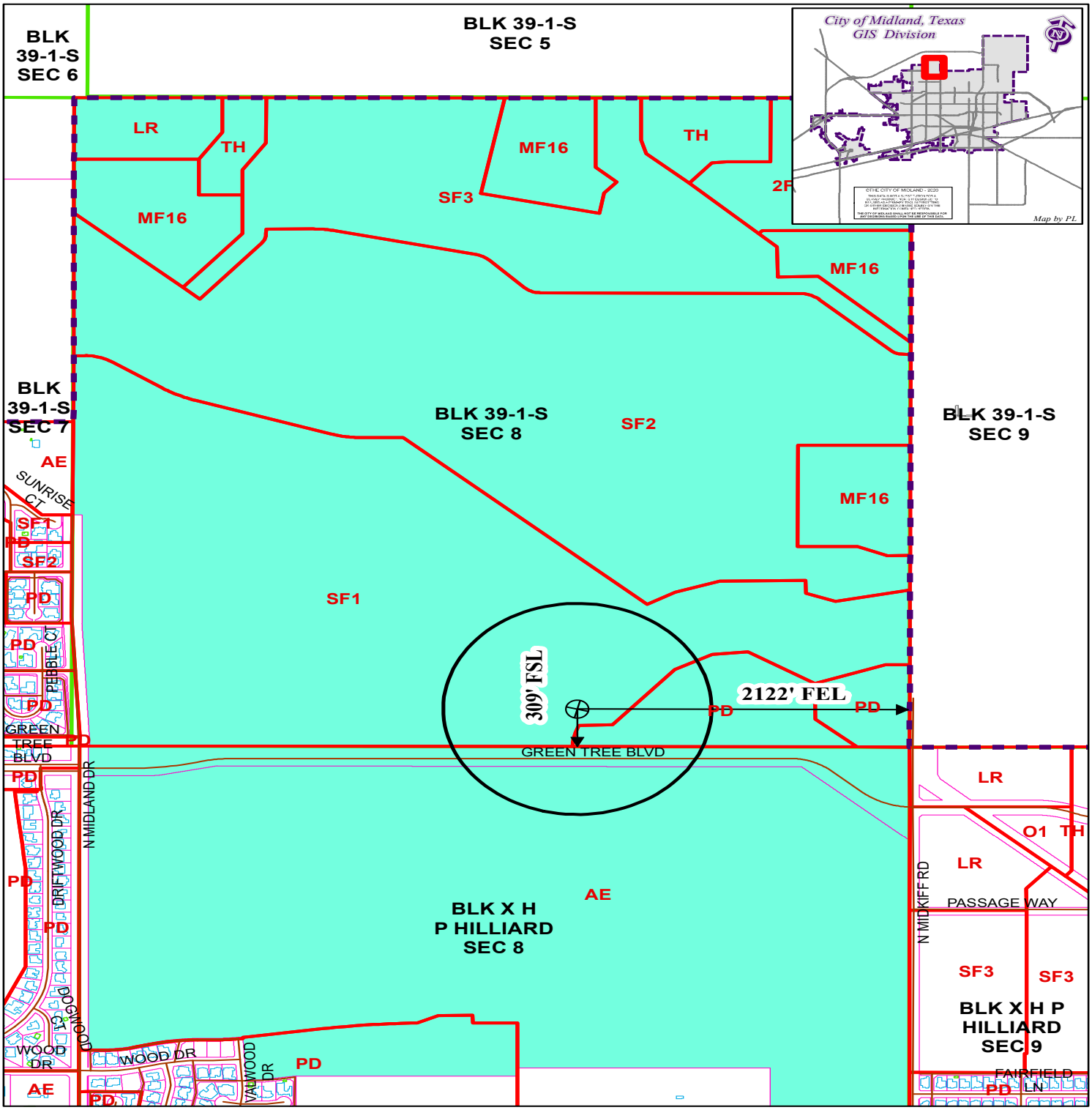
A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
BUTTE UNIT 816MS
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/4/19
Surveyed By: RM/WR
Drawn by: CL
Checked by: AM/AA
Job #: 170008.416

PLOT DATE: 06/09/20 1:27 PM

PACKET 18 of 101 November 17, 2020

U:\Diamondback EP\170008 MSA\416 Butte Unit 816MS Midland County\90-Survey\Drawings\416 Butte Unit 816MS City Exhibit E- F.dwg



LOCATION AND ZONING MAP

Oil - 027365 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 309' FSL and 2,122' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 409 feet north of Green Tree Blvd. extension and 2,122 feet west of North Midkiff Road extension.

Butte Unit 816MS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 BUTTE UNIT 816MS oil and gas well shall be 2,122 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	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

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(Same as above)

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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)].

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 Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [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 request for a variance to the hours of fracing operations.

Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, 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.

Laura Payne

Notary Public, State of Texas

LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

[Seal]

Attachment to
Application for Oil and Gas Permit

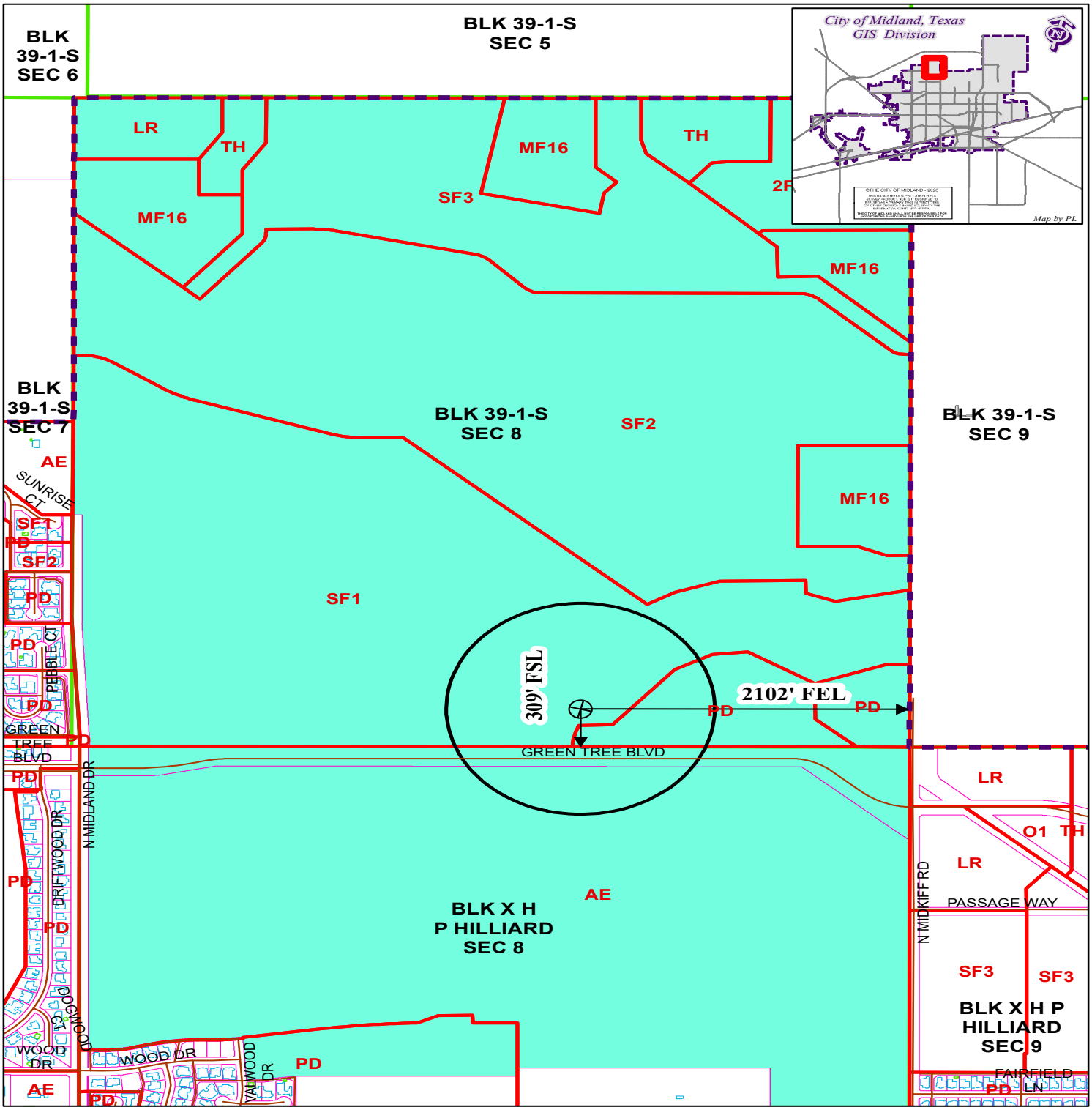
II. Mineral Ownership Butte Unit

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Anguish Partnership P.O. Box 63 Midland, TX 79702	Christine Barnes Mallams, a.k.a. Christine Motycka P.O. Box 505 Midland, TX 79702
Evans Resources, L.P. 3502 Mockingbird Ln Midland, TX 79707	D&J Anguish Properties, Ltd. 33819 Conroe Huffsmith Road Magnolia, TX 77354-5011
D. Wynn Ent., LLC 825 Good Springs Loop Willison, TN 38076	Anguish Interests, LLC 350 C.R. 2664 Eureka Springs, AR 72631
Brigham Minerals 5914 W. Courtyard Dr. Bridgepoint Plaza II, Ste. 200 Austin, TX 78730	SBN 2015 Map 5410 Bees Caves Rd. Austin, TX 78746
Clay Young Smith 56 Champions Run San Antonio, TX 78258	Jauer Energy, LLC 25716 Creekside Cove Boerne, TX 78006
David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230	Buckhorn Minerals II, LLP 1800 Bering Dr, STE 1075 Houston, TX 77057
Alva Energy, LLC P.O. Box 10151 Midland, TX 79702	Sidewell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Santa Elena Minerals, LP P.O. Box 2063 Midland, TX 79702	Texas Redhand, LLC P.O. Box 2840 Midland, TX 79702
Simone Huys O'Neill, LLC 10800 E Cactus Rd Unit 13 Scottsdale, AZ 85259	RRIG Energy, LLC P.O. Box 471192 Fort Worth, TX 76147
Powers Acquisitions, LLC P.O. Box 470972 Fort Worth, TX 76147	RRIG Permian I, LLC P.O. Box 471195 Fort Worth, TX 76147
Stone Liquidating c/o Bessemer trust Company, N.A. 109 N. Post Oak Lane, Ste. 205 Houston, TX 77024	Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361
Primitive Petroleum 4514 Robin Lane Midland, TX 79707	Aspen Grove Royalty Company, LLC P.O. Box 10588 Midland, TX 79701

Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust P.O. Box 12749 Dallas, TX 75225	Bob W. Dutton and wife, Lettie A. Dutton 3801 Crestridge Dr. Midland, TX 79707
Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Jake Kelley and wife, Megan Kelley 3804 Crestridge Dr. Midland, TX 79707
Donald W. Turner and Barara Theresa Turner Co-Trustees of the Ball Family Trust 4514 Tutbury Court Amarillo, TX 79119	Elaine Barnes P.O. Box 505 Midland, TX 79702
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	GrayRock Minerals, LLC 5950 Cedar Springs Rd Dallas, TX 75235
Helen O. Schwab 410 West Ohio Ave. Midland, TX 79701	Hilseweck Partnership P.O. Box 12749 Dallas, TX 75225
John R. Michener and/or John M. Michener, JTWROS 1908 Midcress Plano TX 75075	Jordan Oliver and Jennifer Oliver 3809 Crestridge Dr. Midland, TX 79707
Julie Barnes and Christine Motycka, Co-Trustees of the Laurie B. Barr Family Trust Wells Fargo Bank, N.A, Agent for the Laurie Barr Family Trust P.O. Box 1959 Midland, TX 79702	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703	Kevin Kingsland Conklin and wife, Terrie Lynn Conklin 3800 Crestridge Dr. Midland, TX 79707
Mary Turner P.O. Box 85 Mize, MS 39116	McAfee Enterprises, L.P. Attn: Mark Williams P.O. Box 1087 Norman, OK 73070
Michael T. O'Neill 410 West Ohio Ave. Midland, TX 79701	Warren G. Cate, a widower 3803 Crestridge Dr. Midland, TX 79707
Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Orman J. Hubbard, Jr. P.O. Box 512 Midland, TX 79702	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
Perla Mojica, a single person 3808 Crestridge Drive Midland, TX 79707	The City of Midland 300 N. Loraine Midland, TX 79701

Steven C. Barnes P.O. Box 505 Midland, TX 79703	Raymond C. Irving and wife, Joyce C. Irving 3806 Crestridge Dr. Midland, TX 79707
Terri Ann Williams, Trustee of Trust C 1100 S. Pickard Norman, OK 73069	Viper Energy Partners 500 W. Texas Ave, Ste. 1200 Midland, TX 79701
Terry W. Rice 3805 Crestridge Dr. Midland, TX 79707	Timothy C. Reece 3802 Crestridge Dr. Midland, TX 79707
William Hapgood Howard P.O. Box 30172 Midland, TX 79706	Lauren Howard Strubar 401 Ranch Road 620 N Ste B Lakeway, TX 78734
Susan Howard Strickland 1604 Ventura Dr. Midland, TX 79705	Randy Howard McPherson 4710 E. Loop 250 N. Midland, TX 79705
Estate of Dessie Bond McCarroll 5237 Juliandra Ave El Paso, TX 79924	



LOCATION AND ZONING MAP

Oil - 027366 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 309' FSL and 2,102' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 409 feet north of Green Tree Blvd. extension and 2,102 feet west of North Midkiff Road extension.

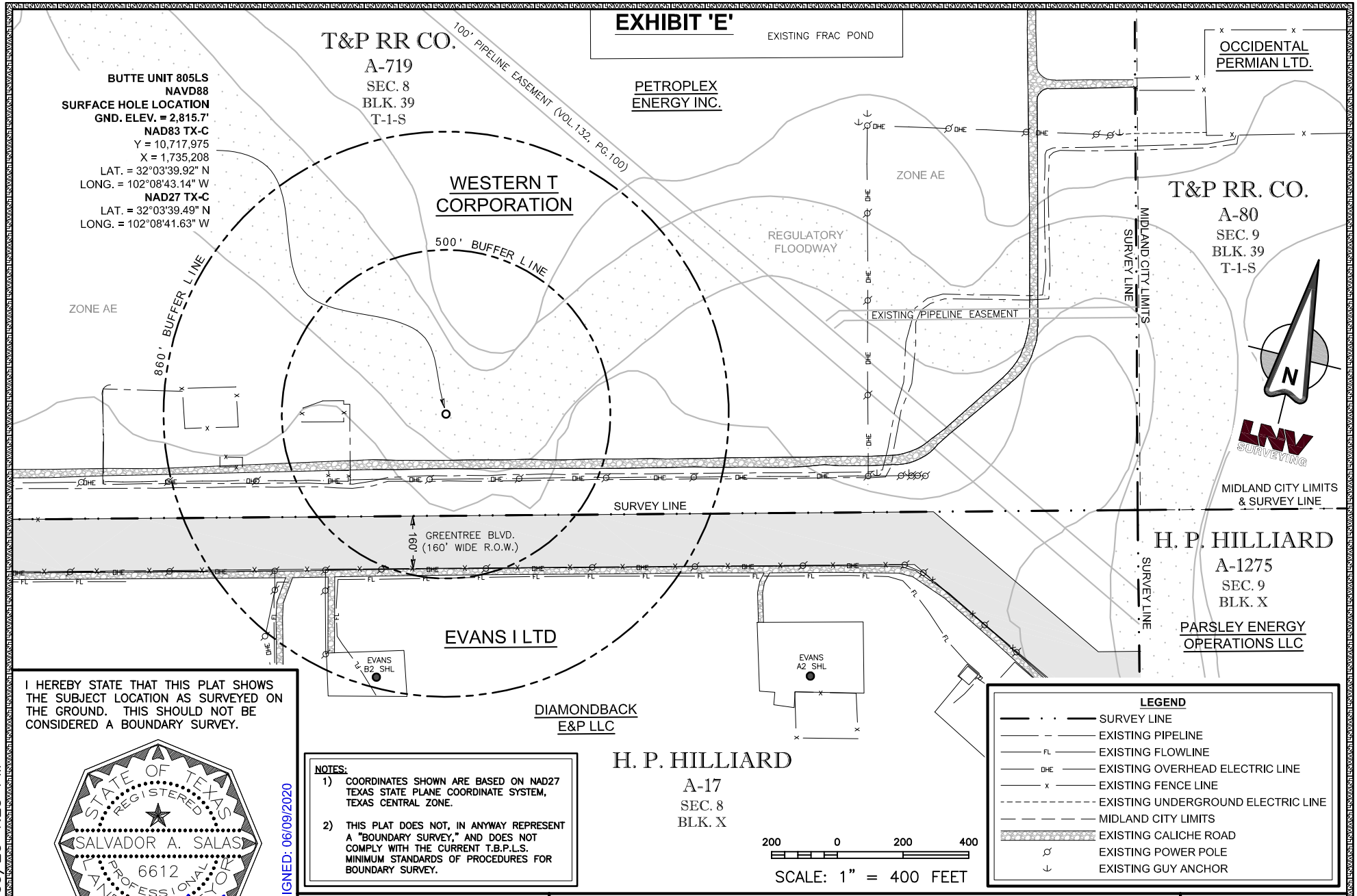
Butte Unit 805LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	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



I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 06/09/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

2) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
BUTTE UNIT 805LS
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/4/19
Surveyed By: RM/WR
Drawn by: CL
Checked by: AM/AA
Job #: 170008.415

PLOT DATE: 06/09/20 1:29 PM

PACKET 18 of 114 November 17, 2020

U:\Diamondback EP\170008 MSA\415 Butte Unit 805LS Midland County\90-Survey\Drawings\415 Butte Unit 805LS City Exhibit E- F.dwg

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 17, 2020, considered the application of Diamondback E&P LLC ("Operator") dated July 27, 2020, 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 BUTTE UNIT 805LS oil and gas well shall be 2,102 feet from the east line and 309 feet from the south line, Section 8, 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 17, 2020 through November 17, 2021, 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. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

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 meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 445 feet x 227 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state.

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

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 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2020.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

City Council Meeting

Item Number: 19

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS FOR THE FACILITY IMPROVEMENT PROGRAM IN THE AMOUNT OF $244,303.00 (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF MIDLAND EMERGENCY AID, RELIEF, and ECONOMIC SECURITY FUNDS CONTRACTS WITH YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND TEXAS FOR FACILITY IMPROVEMENT PROGRAM; APPROVING FUNDS FOR SAID CONTRACTS IN THE AMOUNT OF $244,303.00. (DEVELOPMENT SERVICES) (DEVELOPMENT SERVICES)

Recommended City Council Action:

Approve

Fiscal Impact:

Recovered funds from the Cares Grant are available in Fund 065 – Cares Grant for this purpose.

Discussion:

The consequences of COVID19 resulted in substantial membership loss (approx. 50%). YMCA membership supports many of the mission-driven programming offered at the YMCA. In efforts to recruit, retain, and recapture membership, the YMCA is looking to modernize youth spaces and commons area. The Transformation of School Age Child Care areas to a versatile space to promote learning, and provide educational support while also engaging in fun activities as a primary goal. The YMCA is the leading childcare provider in Midland which services more than 600 children annually. The YMCA provided emergency childcare to over 150 children during

the COVID shutdown, which allowed essential workers to continue their great work. Post shut down, MISD opted for an at-home learning model, and the YMCA provided virtual learning care that enabled parents to continue working so they could provide for their family.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS FOR THE FACILITY IMPROVEMENT PROGRAM IN THE AMOUNT OF $244,303.00

WHEREAS, the City of Midland, Texas, has heretofore allocated $244,303.00 to the Young Mens Christian Association of Midland, Texas ("YMCA") for facility improvements; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with the YMCA to provide this service with such funds;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the YMCA to administer and operate the Facility Improvement Program, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. Recovered funds from the Cares Grant are available in Fund 065 - Cares Grant for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to the YMCA pursuant to terms of the contract, not to exceed a total amount of $244,303.00, upon receipt of proper invoice or statement 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS, REGARDING THE FACILITY IMPROVEMENT PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS**, hereinafter called "Corporation";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation will carry out the Facility Improvement Program utilizing City's Emergency Aid, Relief and Economic Security Fund as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by the City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from the City, Corporation is authorized to incur costs against a total amount of TWO HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED THREE DOLLARS and No/100 ($244,303.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of the City's Development Services Department and the City Manager. When reimbursements for personnel services are requested, time sheets must be presented by Corporation to the City, in a form suitable to City. Final payment on the project must be at least THREE THOUSAND DOLLARS ($3,000.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to the City and reviewed by the City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN

THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall provide for a waiver of subrogation in favor of the City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. This insurance shall name the City as an additional insured and shall provide a waiver of subrogation in favor of the City.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: Isaac Garnett, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be

endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

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

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Corporation 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 City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which program funds are expended available to the City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), 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.

C. Corporation 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 Block Grant (CDBG) funds. Corporation will comply even if the program or activity is not funded wholly or partly with CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation 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.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Corporation, 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 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 this Federal contract, grant, loan, or cooperative agreement, Corporation shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. Corporation 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.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation 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 above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of program acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall upon termination or expiration of this Agreement transfer to the City all program funds and all loans and accounts receivable attributable to the use of program funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with program funds for the purposes described in this Agreement, Corporation shall either pay to the City the fair market value of the asset or transfer control of the asset to the City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of program funding in its procurement announcements. Corporation shall post, in a publicly visible location where program assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. The City's Community Development Office will determine if posting is adequate given the scale of the program assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of program acquired assets shall be submitted to the City, in a form suitable to the City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin November 4, 2020, and end September 30, 2021, unless an extension of time is granted by the City Council.

XIII. RELEASE

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

XIV. ATTORNEY FEES

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

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

AND CORPORATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

XV. DEFAULT PROVISION

In the event that either Corporation or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Corporation have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVI. 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, Corporation or its 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 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 Corporation that its 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this entire agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

By executing this Agreement 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.

XIII. THIRD-PARTY BENEFICIARY

The 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.

XIX. ASSIGNMENT

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

XX. TERMINATION WITHOUT CAUSE

The City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

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

Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas. This agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

The City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIII. 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.

XXIV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS	THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS
By_____	By_____
Robert Patrick,	
Interim City Manger	Name_____
	Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of THE YOUNG MENS CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS 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 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 _____, 2020.

_____
Notary Public, State of Texas

SCOPE OF SERVICE- CITY OF MIDLAND EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

The YMCA of Midland is requesting funds from the City of Midland to update and repair facility spaces in the youth services area. The consequences of the oil downturn and COIVD -19 resulted in substantial YMCA membership loss (appox.50%). YMCA membership support many mission driven programming offered at the center. In an effort to recruit, retain and recapture memberships the YMCA is looking to modernize the youth spaces.

The YMCA is the leading Childcare provider in Midland with over 600 children receiving service annually. In 2019/2020, the YMCA awarded $216,418 in program scholarships to 283 individuals and families. The YMCA knows that the ever-changing needs in our area will require solidarity and collaboration within the community to continue adapting and creating programs that will serve a noble purpose for Midlands's.

BUDGET:

$244,303

City Council Meeting

Item Number: 20

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. VINCENT DE PAUL SOCIETY FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $99,000.00 (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF MIDLAND EMERGENCY AID, RELIEF, and ECONOMIC SECURITY FUNDS CONTRACTS WITH ST. VINCENT DE PAUL SOCIETY OF MIDLAND FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM; APPROVING FUNDS FOR SAID CONTRACT IN THE AMOUNT OF $99,000.00. (DEVELOPMENT SERVICES)

Recommended City Council Action:

Approve

Fiscal Impact:

Recovered funds from the Cares Grant are available in Fund 065 – Cares Grant for this purpose.

Discussion:

In 2019, St. Vincent de Paul paid out approximately $180,000 to assist the poor and needy of Midland. The majority of the assistance was for rent and temporary housing. Total expenditures were $188,000 in 2019, with close to 96% of that amount going directly into serving the most vulnerable of our community. Their primary source of revenue comes from monthly "St. Vincent de Paul Collections" from St. Ann's Parish, which accounted for approximately $145,000. They received a $10,000 grant from the Abell Hanger Foundation and another $6,000 in donations directly from St. Vincent de Paul volunteers. They primarily

helped people with their rent and utilities. Over the last few years, rent has become the most common request for help-with over 80% of the 2019 budget going towards rent or temporary shelter. They also work with the Midland Crisis intervention Unit by providing their agents with hotel vouchers for distressed families that are transitioning to new homes, oftentimes because of traumatic events. They have the flexibility to assist with other needs, including food, medicines, transportation, and other misc. items. The City of Midland funds will assist will with rent and utilities for qualified low-income families only based upon agreed-upon terms of the contract and the CDBG office.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. VINCENT DE PAUL SOCIETY FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $99,000.00

WHEREAS, the City of Midland, Texas, has heretofore allocated $99,000.00 to St. Vincent de Paul Society ("St. Vincent") for the Social Services Rental and Utility Assistance Program; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with St. Vincent to provide this service with such funds;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with St. Vincent to administer and operate the Social Service Rental and Utility Assistance Program, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. Recovered funds from the Cares Grant are available in Fund 065 - Cares Grant for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to St. Vincent pursuant to terms of the contract, not to exceed a total amount of $99,000.00, upon receipt of proper invoice or statement 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND ST. VINCENT DE PAUL SOCIETY FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **ST. VINCENT DE PAUL SOCIETY**, hereinafter called "St. Vincent";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which St. Vincent will carry out the Social Services Rental and Utility Assistance Program utilizing City's Emergency Aid, Relief and Economic Security Fund as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, St. Vincent is authorized to incur costs against a total amount of NINETY-NINE THOUSAND DOLLARS ($99,000.00). Payments shall be made on a reimbursement basis to St. Vincent for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to St. Vincent upon certification by St. Vincent and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personnel services are requested, time sheets must be presented by St. Vincent to City, in a form suitable to City. Final payment on the project must be at least THREE THOUSAND DOLLARS ($3,000.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

St. Vincent will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before St. Vincent seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

ST. VINCENT WILL 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 DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ST. VINCENT, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, ST. VINCENT'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ST. VINCENT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ST. VINCENT 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 DEATHS, 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 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 ST. VINCENT OR ST. VINCENT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ST. VINCENT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ST. VINCENT AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN

THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, ST. VINCENT SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. St. Vincent shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall provide for a waiver of subrogation in favor of City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. St. Vincent shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. St. Vincent shall pay for this extended reporting period coverage. This insurance shall name City as an additional insured and shall provide a waiver of subrogation in favor of City.

B. If insurance policies are not written for amounts specified in Subsection A, above, St. Vincent shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. St. Vincent shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. St. Vincent shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. St. Vincent shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. St. Vincent shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: Isaac Garnett, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and St. Vincent, shall be considered primary coverage, as applicable.

G. St. Vincent shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of St. Vincent. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, St. Vincent shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be

endorsed to name the City of Midland as an additional insured. St. Vincent shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

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

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that St. Vincent shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that St. Vincent 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 City and St. Vincent, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and St. Vincent. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. St. Vincent 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 St. Vincent's work. St. Vincent shall assume exclusive responsibility for the work. St. Vincent is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

St. Vincent shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. St. Vincent hereby agrees as follows:

A. St. Vincent will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. St. Vincent will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which program funds are expended available to City.

B. St. Vincent will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-

352), 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.

C. St. Vincent 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 Block Grant (CDBG) funds. St. Vincent will comply even if the program or activity is not funded in whole or in part with CDBG funds. Additionally, St. Vincent will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. St. Vincent will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. St. Vincent will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. St. Vincent will obtain and maintain documentation evidencing that program beneficiaries meet program income eligibility criteria, specifically as required by 24 CFR 570.208. St. Vincent shall further comply with the retention of records provisions of 24 CFR 570.502.

G. St. Vincent will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. St. Vincent will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of St. Vincent shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to St. Vincent of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of St. Vincent as an officer, employee, member, or program participant. St. Vincent shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. St. Vincent 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.

K. St. Vincent shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. St. Vincent will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. St. Vincent certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of St. Vincent, 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 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 this Federal contract, grant, loan, or cooperative agreement, St. Vincent shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. St. Vincent 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.

O. St. Vincent shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. St. Vincent shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. St. Vincent shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. St. Vincent shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of program acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

St. Vincent shall upon termination or expiration of this Agreement transfer to City all program funds and all loans and accounts receivable attributable to the use of program funds that St. Vincent has on hand at the time of termination. If St. Vincent ceases to use any asset acquired with program funds for the purposes described in this Agreement, St. Vincent shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

St. Vincent shall provide recognition of program funding in its procurement announcements. St. Vincent shall post, in a publicly visible location where program assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. City's Community Development Office will determine if posting is adequate given the scale of the program assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by St. Vincent and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of program acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin November 4, 2020, and end September 30, 2021, unless an extension of time is granted by the City Council.

XIII. RELEASE

ST. VINCENT HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ST. VINCENT AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ST. VINCENT SPECIFICALLY AGREES THAT IF ST. VINCENT 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, ST. VINCENT AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ST. VINCENT MIGHT OTHERWISE BE ENTITLED.

ST. VINCENT AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ST. VINCENT ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ST. VINCENT FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ST. VINCENT. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

ST. VINCENT AND CITY ARE RELYING ON THEIR OWN JUDGMENT.

EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XV. DEFAULT PROVISION

In the event that either St. Vincent or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, St. Vincent and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and St. Vincent have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of St. Vincent and City in writing.

XVI. 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, St. Vincent or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and 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 St. Vincent will settle, the physical and mailing addresses of St. Vincent at the time and date the claim was presented and the physical and mailing addresses of St. Vincent for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom St. Vincent 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 St. Vincent that its 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, St. Vincent's failure to comply with the requirements herein shall perpetually bar St. Vincent'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. St. Vincent agrees that the requirements of this entire agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

By executing this Agreement City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIII. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

XIX. ASSIGNMENT

St. Vincent 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.

XX. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to St. Vincent of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas. This agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes,

arising from or relating in any way to the subject matter of this agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that St. Vincent has not been suspended or debarred from performing work on Federal contracts.

XXIII. 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 in St. Vincent, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXIV. COMPLIANCE

St. Vincent agrees that it shall comply with Texas Government Code Section 2252.908, as amended. St. Vincent agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS

By_____
Robert Patrick,
Interim City Manager

ST. VINCENT DE PAUL SOCIETY

By_____

Name_____

Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of ST. VINCENT DE PAUL SOCIETY 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 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 _____, 2020.

_____
Notary Public, State of Texas

EXIBIT-A

SCOPE OF SERVICE- CITY OF MIDLAND EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

ST. Vincent de Paul Society through its social ministry coordinator Services (SMC) will provide food boxes, rental, utilities and Misc. products for household needs. The services are for senior citizens, low-moderate income households and handicapped households on a periodic basis. Once (SMC) finds that, an individual qualifies for assistance. Service is available throughout the city. (SMC) accepts clients on a referral basis for emergency/urgent need. Requested funds will go 100% to clients and they are updated in the local Charity Tracker Systems.

A minimum 51% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by ST. Vincent de Paul Society and the City of Midland CDBG office.

On a monthly basis, ST. Vincent de Paul Society will provide program performance and financial reports. Kevin Harrington, president is responsible for administration of the program.

BUDGET:

$99,000

City Council Meeting

Item Number: 21

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH SAINT ANN'S CHURCH FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $100,000.00 (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF MIDLAND EMERGENCY AID, RELIEF, and ECONOMIC SECURITY FUNDS CONTRACTS WITH ST. ANN'S CATHOLIC CHURCH OF MIDLAND FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM; APPROVING FUNDS FOR SAID CONTRACT IN THE AMOUNT OF $100,000.00. (DEVELOPMENT SERVICES)

Recommended City Council Action:

Approve

Fiscal Impact:

Recovered funds from the Cares Grant are available in Fund 065 – Cares Grant for this purpose.

Discussion:

St. Ann's Catholic Church through Sister's Charity direct service project consists of a Social Ministries Coordinator (SMC) who attends requests from people who need food, shelter, or other needs. The recent oil industry slow-down and the Covid-19 Pandemic have stressed families and many would become homeless or vulnerable without assistance in paying rent, mortgages, utility bills, and medication. Sister's Charity has limited ability to assist a family or individual on an as-needed basis. Information about local resources is given to clients. Sister's

Charity does not discriminate against any person applying for assistance nor does it impose any religious condition. From July 2019 through June 2020 63 families/individuals were assisted. Clients came from all parts of Midland, especially from disadvantaged neighborhoods. The City of Midland funds will assist will with rent and utilities for qualified low-income families based upon agreed-upon terms of the contract and the CDBG office.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH SAINT ANN'S CHURCH FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM IN THE AMOUNT OF $100,000.00

WHEREAS, the City of Midland, Texas, has heretofore allocated $100,000.00 to Saint Ann's Church for the Social Services Rental and Utility Assistance Program; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with Saint Ann's Church to provide this service with such funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Saint Ann's Church to administer and operate the Social Service Rental and Utility Assistance Program, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. Recovered funds from the Cares Grant are available in Fund 065 - Cares Grant for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to Saint Ann's Church pursuant to terms of the contract, not to exceed a total amount of $100,000.00, upon receipt of proper invoice or statement 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND SAINT ANN'S CHURCH FOR THE SOCIAL SERVICES RENTAL AND UTILITY ASSISTANCE PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **SAINT ANN'S CHURCH**, hereinafter called "Saint Ann";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Saint Ann will carry out the Social Services Rental and Utility Assistance Program utilizing City's Emergency Aid, Relief and Economic Security Fund as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Saint Ann is authorized to incur costs against a total amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00). Payments shall be made on a reimbursement basis to Saint Ann for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Saint Ann upon certification by Saint Ann and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personnel services are requested, time sheets must be presented by Saint Ann to City, in a form suitable to City. Final payment on the project must be at least THREE THOUSAND DOLLARS ($3,000.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

Saint Ann will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Saint Ann seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

SAINT ANN WILL 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 DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SAINT ANN, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, SAINT ANN'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND SAINT ANN WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

SAINT ANN 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 DEATHS, 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 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 SAINT ANN OR SAINT ANN'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SAINT ANN WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

SAINT ANN AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN

THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, SAINT ANN SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Saint Ann shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall provide for a waiver of subrogation in favor of City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Saint Ann shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Saint Ann shall pay for this extended reporting period coverage. This insurance shall name City as an additional insured and shall provide a waiver of subrogation in favor of City.

B. If insurance policies are not written for amounts specified in Subsection A, above, Saint Ann shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Saint Ann shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Saint Ann shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Saint Ann shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Saint Ann shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: Isaac Garnett, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Saint Ann, shall be considered primary coverage, as applicable.

G. Saint Ann shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Saint Ann. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Saint Ann shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be

endorsed to name the City of Midland as an additional insured. Saint Ann shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Saint Ann certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Saint Ann shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Saint Ann.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Saint Ann shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Saint Ann 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 City and Saint Ann, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Saint Ann. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Saint Ann 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 Saint Ann's work. Saint Ann shall assume exclusive responsibility for the work. Saint Ann is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Saint Ann shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Saint Ann hereby agrees as follows:

A. Saint Ann will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Saint Ann will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which program funds are expended available to City.

B. Saint Ann will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-

352), 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.

C. Saint Ann 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 Block Grant (CDBG) funds. Saint Ann will comply even if the program or activity is not funded in whole or in part with CDBG funds. Additionally, Saint Ann will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Saint Ann will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Saint Ann will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. Saint Ann will obtain and maintain documentation evidencing that program beneficiaries meet program income eligibility criteria, specifically as required by 24 CFR 570.208. Saint Ann shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Saint Ann will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Saint Ann will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Saint Ann shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially

interested, directly or indirectly in the sale to Saint Ann of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Saint Ann as an officer, employee, member, or program participant. Saint Ann shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Saint Ann 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.

K. Saint Ann shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Saint Ann will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Saint Ann certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Saint Ann, 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 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 this Federal contract, grant, loan, or cooperative agreement, Saint Ann shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. Saint Ann 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.

O. Saint Ann shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Saint Ann shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through

O. Saint Ann shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Saint Ann shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of program acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Saint Ann shall upon termination or expiration of this Agreement transfer to City all program funds and all loans and accounts receivable attributable to the use of program funds that Saint Ann has on hand at the time of termination. If Saint Ann ceases to use any asset acquired with program funds for the purposes described in this Agreement, Saint Ann shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Saint Ann shall provide recognition of program funding in its procurement announcements. Saint Ann shall post, in a publicly visible location where program assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. City's Community Development Office will determine if posting is adequate given the scale of the program assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by Saint Ann and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of program acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin November 4, 2020, and end September 30, 2021, unless an extension of time is granted by the City Council.

XIII. RELEASE

SAINT ANN HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, SAINT ANN AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. SAINT ANN SPECIFICALLY AGREES THAT IF SAINT ANN 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, SAINT ANN AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SAINT ANN MIGHT OTHERWISE BE ENTITLED.

SAINT ANN AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. SAINT ANN ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. SAINT ANN FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND SAINT ANN. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

SAINT ANN AND CITY ARE RELYING ON THEIR OWN JUDGMENT.

EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XV. DEFAULT PROVISION

In the event that either Saint Ann or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Saint Ann and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Saint Ann have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Saint Ann and City in writing.

XVI. 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, Saint Ann or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and 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 Saint Ann will settle, the physical and mailing addresses of Saint Ann at the time and date the claim was presented and the physical and mailing addresses of Saint Ann for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Saint Ann 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 Saint Ann that its 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, Saint Ann's failure to comply with the requirements herein shall perpetually bar Saint Ann'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. Saint Ann agrees that the requirements of this entire agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

By executing this Agreement City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIII. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

XIX. ASSIGNMENT

Saint Ann 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.

XX. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Saint Ann of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas. This agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes,

arising from or relating in any way to the subject matter of this agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Saint Ann has not been suspended or debarred from performing work on Federal contracts.

XXIII. 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 in Saint Ann, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXIV. COMPLIANCE

Saint Ann agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Saint Ann agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS	SAINT ANN'S CHURCH
By_____	By_____
Robert Patrick, Interim City Manager	Name_____
	Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of SAINT ANN'S CHURCH 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 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 _____, 2020.

_____
Notary Public, State of Texas

EXIBIT-A

SCOPE OF SERVICE- CITY OF MIDLAND EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

ST. Ann's Catholic Church through its social ministry coordinator Services (SMC) will provide food boxes, rental, utilities and Misc. products for household needs. The services are for senior citizens, low-moderate income households and handicapped households on a periodic basis. Once (SMC) finds that, an individual qualifies for assistance. Service is available throughout the city. (SMC) accepts clients on a referral basis for emergency/urgent need. Requested funds will go 100% to clients and they are updated in the local Charity Tracker Systems.

A minimum 51% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by ST. Ann's Catholic Church and the City of Midland CDBG office.

On a monthly basis, St. Ann's Catholic Church will provide program performance and financial reports. Sr. Elsa E Garcia, CDP social work director is responsible for administration of the program.

BUDGET:

$100,000

City Council Meeting

Item Number: 22

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., FOR THE SOCIAL SERVICES GRAB-N-GO FOOD ASSISTANCE PROGRAM IN THE AMOUNT OF $89,628.00 (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF MIDLAND EMERGENCY AID, RELIEF, and ECONOMIC SECURITY FUNDS CONTRACTS WITH CASA DE AMIGOS OF MIDLAND FOR THE SOCIAL SERVICES GRAB-N- GO FOOD ASSISTANCE PROGRAM; APPROVING FUNDS FOR SAID CONTRACT IN THE AMOUNT OF $89,628.00. (DEVELOPMENT SERVICES)

Recommended City Council Action:

Approve

Fiscal Impact:

Recovered funds from the Cares Grant are available in Fund 065 – Cares Grant for this purpose.

Discussion:

Casa de Amigos has stepped in to take over the noon meal program from Senior Life Midland at the Midland Senior Center; unfortunately, it was too late to apply for the nutrition grant from the Department of Ageing that provided sustenance for attendees. The Agency is requesting a temporary alternative funding source for food distribution to the elderly, such as “grab and go." Congregate meals continue to be a health risk to the senior citizen population; therefore, alternative ways to provide food in a healthy manner is increasingly important. “Grab and go” is one way to provide a warm and healthy meal to those senior citizens that may need this

additional assistance, who may otherwise go without. Low-income Senior Citizens will be provided warm meals in an alternative method, such as “grab & go” meals because having a meal in congregate style poses a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. Meals will be purchased from local businesses and will be provided weekly in a “grab and go” fashion beginning November 1, 2020. The end date is projected as March 31, 2021. The hope is that resolution to COVID-19 will be imminent by that time and senior citizens will be able to congregate safely once again.



City Manager’s Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., FOR THE SOCIAL SERVICES GRAB-N-GO FOOD ASSISTANCE PROGRAM IN THE AMOUNT OF $89,628.00

WHEREAS, the City of Midland, Texas, has heretofore allocated $89,628.00 to Casa de Amigos of Midland, Texas, Inc., to provide take home meals to low income, elderly citizens; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with Casa de Amigos of Midland, Texas, Inc., to provide this service with such funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Casa de Amigos of Midland, Texas, Inc., to administer and operate the Social Services Grab-N-Go Food Assistance Program, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. Recovered funds from the Cares Grant are available in Fund 065 - Cares Grant for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to Casa de Amigos of Midland, Texas, Inc., pursuant to terms of the contract, not to exceed a total amount of $89,628.00, upon receipt of proper invoice or statement 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., 2020, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND CASA DE AMIGOS OF MIDLAND, TEXAS, INC., REGARDING THE SOCIAL SERVICES GRAB-N-GO FOOD ASSISTANCE PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **CASA DE AMIGOS OF MIDLAND, TEXAS, INC.**, hereinafter called "Corporation";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation will carry out the Social Services Grab-N-Go Food Assistance Program utilizing City's Emergency Aid, Relief and Economic Security Fund as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by the City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from the City, Corporation is authorized to incur costs against a total amount of EIGHTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS ($89,628.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of the City's Development Services Department and the City Manager. When reimbursements for personnel services are requested, time sheets must be presented by Corporation to the City, in a form suitable to City. Final payment on the project must be at least THREE THOUSAND DOLLARS ($3,000.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to the City and reviewed by the City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN

THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall provide for a waiver of subrogation in favor of the City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. This insurance shall name the City as an additional insured and shall provide a waiver of subrogation in favor of the City.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: Isaac Garnett, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be

endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Corporation 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 City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which program funds are expended available to the City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), 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.

C. Corporation 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 Block Grant (CDBG) funds. Corporation will comply even if the program or activity is not funded wholly or partly with CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation 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.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Corporation, 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 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 this Federal contract, grant, loan, or cooperative agreement, Corporation shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. Corporation 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.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation 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 above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of program acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall upon termination or expiration of this Agreement transfer to the City all program funds and all loans and accounts receivable attributable to the use of program funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with program funds for the purposes described in this Agreement, Corporation shall either pay to the City the fair market value of the asset or transfer control of the asset to the City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of program funding in its procurement announcements. Corporation shall post, in a publicly visible location where program assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. The City's Community Development Office will determine if posting is adequate given the scale of the program assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of program acquired assets shall be submitted to the City, in a form suitable to the City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin November 4, 2020, and end September 30, 2021, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

CORPORATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CORPORATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. CORPORATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY

AND CORPORATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XV. DEFAULT PROVISION

In the event that either Corporation or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Corporation have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVI. 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, Corporation or its 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 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 Corporation that its 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this entire agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

By executing this Agreement 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.

XIII. THIRD-PARTY BENEFICIARY

The 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.

XIX. ASSIGNMENT

Corporation shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

XX. TERMINATION WITHOUT CAUSE

The City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in

Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas. This agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

The City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIII. 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.

XXIV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS	CASA DE AMIGOS OF MIDLAND, TEXAS, INC.
By_____	By_____
Robert Patrick, Interim City Manger	Name_____
	Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of CASA DE AMIGOS OF MIDLAND, TEXAS, 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 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 _____, 2020.

_____
Notary Public, State of Texas

SCOPE OF SERVICE- CITY OF MIDLAND EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

Casa de Amigos through its Citywide Community Services (CCS) department will provide GRAB-N-GO noon meals at the Midland Senior Center to low income Senior Citizens as an alternative method to regular dining room meals because having a meal in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. The previous contracted agency (Senior Life Midland) will not provide these services at this location. Casa de Amigos will provide two meals a week for 300 participants from Nov. 1, 2020 to March 31, 2020. Meals preparation will be contracted with local participating restaurants at a meal cost of $7.00 to $7.50 per count.

The hope it that a resolution to COVID-19 will be imminent by that time and senior citizens will be able to congregate safely once again. The meals will be distributed from each Senior Center – 240 from the Midland Southeast Senior Center, 320 from the Midland Senior Center and 40 from the Casa de Amigos Senior Center. Each center has a system in place for meal distribution and funding from the City of Midland CDBG grant for congregate meals.

A minimum 51% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by Casa de Amigos staff. Clients that are documented as senior citizens or disabled persons as defined by HUD will be presumed to be a benefit low and moderate-income activity under its limited clientele provisions.

On a monthly basis, Casa de Amigos will provide program performance and financial reports. Tonya Eckert, Executive Director of Casa, is responsible for administration of the program.

BUDGET:

$89,628

City Council Meeting

Item Number: **23**

Meeting Date: **November 17th, 2020**

To: **City Council / Mayor**

From: **Robert Patrick, Interim City Manager**

Subject: Second Amendment and Restatement of Produced Water Disposal Site Lease Agreement with Felix Water, LLC.

Purpose:

Motion authorizing the execution of a Second Amendment and Restatement of Produced Water Disposal Site Lease Agreement with Felix Water, LLC, for the purpose of allowing certain commercial saltwater disposal activities at T-Bar Ranch located in Winkler and Loving Counties, Texas.

Fiscal Impact:

Funding is not required.

Discussion:

Motion 105-2020 authorized the issuance of a request for proposals for produced water-related infrastructure to be located on certain City-owned real property known as “T-Bar Ranch” in Winkler and Loving Counties, Texas. 80 (eighty) request for proposals were issued. We received three (3) proposals. On October 6th, the City Council authorized the Interim City Manager to negotiate on behalf of the City of Midland, an agreement for commercial saltwater disposal operations at T-Bar Ranch. Included is Felix’s latest proposal.

City Manager’s Office

EXECUTION VERSION

SECOND AMENDMENT AND RESTATEMENT OF PRODUCED WATER DISPOSAL SITE LEASE AGREEMENT

THIS SECOND AMENDMENT AND RESTATEMENT OF PRODUCED WATER DISPOSAL SITE LEASE AGREEMENT (this "Second Amendment" or this "Agreement") is entered into this ____ day of November, 2020, but effective as of November ___, 2020 (the "Second Amendment Effective Date"), by and between the **City of Midland, Texas**, a home rule municipal corporation, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right-of-Way Manager ("Lessor"), and **Felix Water, LLC**, a Delaware limited liability company, whose address is 1530 16th Street, Suite 500, Denver, Colorado 80202 ("Lessee"). Lessor and Lessee are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS:

A. Lessor owns an undivided interest in the surface estate of the following described lands located in Loving and Winkler Counties, Texas (the "Subject Lands"):

Sections 8, 9, 10, 11 and 27, Block 74, PSL Survey, Winkler County, Texas;

Section 1, Block 75, PSL Survey, Winkler County, Texas;

Sections 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block C-23, PSL Survey, Winkler County, Texas; and

Sections 1, 2, 3, 4, 5, 6, 7, 12, 17 and 18, Block C-24, PSL Survey, Loving and Winkler Counties, Texas.

B. Lessor and Lessee entered into that certain Produced Water Disposal Site Lease Agreement (the "Original Agreement") dated effective as of December 11, 2018 (the "Effective Date"). Under the Original Agreement, Lessor leased to Lessee a portion of the Subject Lands, as more particularly described and set forth in the Original Agreement, for the purposes of (i) constructing, operating and maintaining facilities for the disposal of saltwater, brine and other fluid waste products ("Produced Water") produced from Lessee's Wells (as such term was originally defined under the Original Agreement) into four (4) permitted disposal wells to be drilled and completed by Lessee at its sole expense on the Subject Lands (collectively, the "Subject Wells"), and (ii) recovering skim oil, other hydrocarbons and other substances (collectively, "Skim Oil") from such produced water.

C. Lessor and Lessee subsequently entered into that certain First Amendment to Produced Water Disposal Site Lease Agreement dated March 21, 2019, but effective as of December 11, 2018 (the "First Amendment"). The First Amendment amended and restated Paragraph 7(e) of the Original Agreement.

D. By this Second Amendment, Lessor and Lessee desire to further amend the Original Agreement and the First Amendment for the following purposes:

- To include Section 1, Block 75, PSL Survey, Winkler County, Texas, Sections 1, 2, 3, 4, 5, 6, 7, 12, 17 and 18, Block C-24, PSL Survey, Loving and Winkler Counties, Texas, Sections 8, 9, 10, 11 and 27, Block 74, PSL Survey, Winkler County, Texas,

and Sections 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block C-23, PSL Survey, Winkler County, Texas among the Subject Lands.

- To allow Lessee to dispose of Produced Water originating from (a) oil and/or gas wells located on the T-Bar Ranch Lands (as defined below) ("On-Lease Volumes"), and (b) oil and/or gas wells located off of T-Bar Ranch Lands ("Off-Lease Volumes").

- The "T-Bar Ranch Lands" mean the following described lands located in Winkler and Loving Counties, Texas:

  Sections 1-7, 12, 17 and 18, Block C-24, Sections 7, 10-14 and 17-27, Block C-23, Section 1, Block 75, and Sections 8-11 and 27, Block 74, all in PSL Survey, in Winkler and Loving Counties, Texas.

- To condition the effectiveness of this Second Amendment on all of the following occurring within one hundred twenty (120) days after the Second Amendment Effective Date: (a) Lessee's acquisition of the Little Wolf No. 8 Well (API 42-495-30931) and Black Kettle No. 1 Well (42-495-30375) (collectively, the "Heritage Disposal Wells") from Heritage Standard Corporation or the current owner(s) thereof ("Heritage"), (b) Lessee's permanent cessation of all disposal operations at both Heritage Disposal Wells, (c) Lessee's plugging of both Heritage Disposal Wells in compliance with the rules and regulations and specifications of the Texas Railroad Commission ("RRC"), including specifically Statewide Rule 14, and (d) the remediation of the surface locations of both Heritage Disposal Wells in compliance with the rules, regulations, and specifications of the RRC, including specifically Statewide Rule 91's post-remediation limits of 10,000 milligrams per kilogram (mg/Kg) for total petroleum hydrocarbons and 3,000 mg/Kg for chlorides.

- To require Lessee to install and operate monitor wells in proximity to the Subject Wells in order to monitor total dissolved solids ("TDS") levels in the Pecos Valley Aquifer as set forth in Paragraph 6(i) below.

- To clarify and confirm Lessee's right to transport Produced Water in one or more pipelines onto and/or across certain portions of the surface of the Subject Lands to the Subject Wells.

- To clarify and confirm Lessee's right to transport Produced Water originating from oil and/or gas wells located on the T-Bar Ranch Lands and owned and/or operated by WPX Energy Permian, LLC ("WPX"), or any Affiliate of WPX (collectively, WPX and its Affiliates are referred to as the "Legacy Producer"), or any successor or assign of a Legacy Producer with respect to any such oil and/or gas well located on the T-Bar Ranch Lands (collectively referred to as "Legacy Source Wells", or individually as a "Legacy Source Well"), (a) onto and/or across certain portions of the surface of the Subject Lands to the Subject Wells, or (b) onto, across and/or off of the Subject Lands for use or disposal elsewhere. "Affiliate" means, in relation to a party, any person, partnership or entity that (i) directly or indirectly controls such party; (ii) is directly or indirectly controlled by such party; or (iii) is directly or indirectly controlled by a person, partnership or entity that directly or indirectly controls such party. For this purpose, "control" of any person, partnership or entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any person, partnership or entity, whether through the ownership of a

majority of issued shares/units or voting power or control in fact of the person, partnership or entity or otherwise.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree to the following amendment and restatement of the Original Agreement and the First Amendment, which shall supersede and replace the Original Agreement and the First Amendment for all purposes from and after the Second Amendment Effective Date:

1. **Grant of Easement, Transportation and Disposal Rights**. During the Term (as defined below), and subject to all of the terms and conditions of this Agreement, Lessor hereby (a) leases to Lessee a four (4) acre tract surrounding each Subject Well as is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leased Premises") solely for the purposes of (i) drilling, completing, equipping, utilizing, operating, maintaining, and plugging and abandoning the Subject Wells as disposal wells for the disposal of Produced Water on the Leased Premises, and (ii) constructing, installing, operating, maintaining and removing all facilities and equipment reasonably necessary in connection therewith and in connection with the recovery of Skim Oil from Produced Water (such foregoing equipment and facilities, and together with the Subject Wells, collectively the "Facilities"); (b) grants to Lessee a non-exclusive easement and right-of-way over, through and across a strip of land thirty feet (30') in width located within the Subject Lands, with the centerline of such non-exclusive easement and right-of-way designated and/or depicted on the map attached hereto as Exhibit "B" (the "Preapproved Easement Route") for (i) ingress and egress to the Leased Premises and the Monitor Wells, (ii) the transportation of Produced Water in one or more pipelines onto and/or across the Subject Lands to the Subject Wells, (iii) the transportation of Produced Water from Legacy Source Wells ("Legacy Volumes") onto, across and/or off of the Subject Lands, (iv) the transportation of (A) On-Lease Volumes that are not Legacy Volumes ("Non-WPX Volumes") and (B) Off-Lease Volumes (collectively with Non-WPX Volumes, "Non-Legacy Volumes") off of the Subject Lands, but only (A) on a temporary basis not exceeding thirty (30) consecutive days when disposal at the Subject Wells is impossible or impractical due to Facility maintenance, mechanical failure, mechanical break-down, or injection rate and/or pressure limitation, (B) on a temporary basis not exceeding thirty (30) consecutive days as and to the extent necessary to perpetuate pipeline easements across third party lands, or (C) when such volumes are being transported off of the Subject Lands for resale, recycling and/or reuse and upon which Reuse Fees are paid to Lessor pursuant to Paragraph 5(c) below, and (v) the establishment and maintenance of power to the Leased Premises and the Monitor Wells; and (c) grants to Lessee the right to drill, complete, equip, utilize, operate, maintain, and plug and abandon Monitor Wells on the Subject Lands at such locations provided for under Paragraph 6(i) below for the purposes described in Paragraph 6(i) below. Lessee agrees to use only so much of the Preapproved Easement Route as is reasonably necessary for the purpose of effectuating the terms of this Agreement. In addition to the Preapproved Easement Route, Lessee shall be entitled to the use of an additional width of twenty feet (20') on one side of the Preapproved Easement Route running adjacent and parallel to the Preapproved Easement Route as a temporary construction easement (the "Temporary Construction Easement") during the construction, maintenance and repair of any pipeline, power lines, or roads and/or any appurtenances to any pipeline, power lines or roads within the Preapproved Easement Route. Lessee shall commence drilling operations of at least one (1) of the Subject Wells under this Agreement within ninety (90) days after the Second Amendment Effective Date and shall complete at least one (1) of the Subject Wells under this Agreement within one hundred eighty (180) days after the Second Amendment Effective Date. Lessee may in the future wish to drill, complete, equip, utilize, and operate an additional disposal well or wells under this Agreement. For any additional disposal well, Lessee shall notify Lessor of the desired location thereof and Lessor shall have the right to consent to such disposal well in its sole discretion. If Lessor consents to any such disposal well, Lessor and Lessee shall execute an amendment to this Agreement in form and substance mutually acceptable to Lessor and Lessee with a revised Exhibit "A" to reflect the addition of such new disposal well (which for all purposes would thereafter be treated as one

of the Subject Wells) and surrounding acreage (which for all purposes would thereafter be treated as part of the Leased Premises). Notwithstanding anything to the contrary contained in this Agreement, all Non-Legacy Volumes shall be disposed of in the Subject Wells and may not be transported to any location other than the Subject Wells, except (x) as specifically provided in clause (b)(iv) above, or (y) for all Non-Legacy Volumes that are transported off of the Subject Lands for resale, recycling and/or reuse and upon which Reuse Fees are paid to Lessor pursuant to Paragraph 5(c) below.

2. **Subject to Existing Leases**. The rights granted to Lessee under this Agreement are subject to the terms of any existing oil, gas, and mineral leases and all existing easements, rights-of-way, surface use agreements and other interests covering or affecting the Subject Lands, the Leased Premises and/or the Preapproved Easement Route, and all future oil, gas and mineral leases, surface use agreements and other conveyances that may affect the Subject Lands and/or the Leased Premises, to the extent such future estates and interests created thereby are not inconsistent with the rights herein granted. Lessee shall conduct its operations hereunder in such a manner as not to unduly interfere with any third party having a lease, permit, easement, or any other right or interest in the Subject Lands.

3. **DISCLAIMER OF WARRANTIES**. **LESSEE IS FULLY FAMILIAR WITH THE SUBJECT LANDS, INCLUDING, BUT NOT LIMITED TO, THE LEASED PREMISES AND THE PREAPPROVED EASEMENT ROUTE, THEIR CONDITION AND STATE OF REPAIR FROM LESSEE'S OWN INVESTIGATION OF SAME. LESSEE ACKNOWLEDGES THAT LESSOR HAS MADE NO REPRESENTATIONS OR EXPRESS WARRANTIES WITH REGARD TO THE SUBJECT LANDS OR THE CONDITION THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LESSOR 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.**

4. **Term**. Subject to the other terms and provisions herein, this Agreement shall remain in force for a term of ten (10) years from the Second Amendment Effective Date (the "Initial Term"). This Agreement may be renewed for up to two (2) successive additional terms of five (5) years each (each, an "Extended Term"), upon the written request of Lessee to the City Manager of the City of Midland, Texas (the "City Manager") received not more than one (1) year and not less than ninety (90) days prior to the expiration of the then current ten-year or five-year term, as applicable, and subject to the express written consent of the City Manager. Any timely request for an Extended Term shall be automatically granted provided that Lessee is not then in default under this Agreement. The Initial Term together with any granted Extended Term(s) are collectively referred to as the "Term". Notwithstanding anything to the contrary contained in this Paragraph 4 or elsewhere in this Agreement, if during any Extended Term Lessee shall cease to conduct Disposal Operations (as defined below) on the Leased Premises for more than sixty (60) consecutive days, this Agreement shall terminate at Lessor's option, as evidenced by Lessor's written notice to Lessee of such termination, without the necessity for any further action by either Party hereunder, except for the obligations under this Agreement which survive any termination. As used in this Agreement, "Disposal Operations" means (i) Lessee's disposing of Produced Water in the Facilities, and/or (ii) Lessee's transportation of Produced Water through any pipeline on the Subject Lands permitted under this Agreement, whether inside or outside of the boundaries of the Leased Premises. Notwithstanding anything to the contrary contained in this Agreement, the effectiveness of this Agreement is conditioned upon all of the following occurring within one hundred twenty (120) days after the Second Amendment Effective Date: (a) Lessee acquiring both of the Heritage Disposal Wells, (b) Lessee's permanent cessation of all disposal operations at both Heritage Disposal Wells, (c) Lessee's plugging of both Heritage Disposal Wells in compliance with the applicable rules and regulations and specifications of the RRC, including Statewide Rule 14, and (d) the remediation of the surface locations of both Heritage Disposal Wells in compliance with the applicable rules, regulations, and specifications of the RRC, including specifically Statewide Rule

91's post-remediation limits of 10,000 mg/Kg for total petroleum hydrocarbons and 3,000 mg/Kg for chlorides. Collectively, the acquisition, plugging, and remediation described in the preceding sentence shall be collectively referred to as the "HDC Facility Remediation Obligation". In the event any of the foregoing do not occur within said one hundred twenty (120) days after the Second Amendment Effective Date, this Second Amendment shall terminate at Lessor's option, as evidenced by Lessor's written notice to Lessee of such termination, without the necessity for any further action by either Party hereunder, and the terms of this Agreement shall revert to the terms of the original Agreement, as amended by the First Amendment.

5. **Monetary Payments; Effluent Water; Meters and Records**.

a. Well Fee. Lessee shall pay Lessor as liquidated surface damages a fee of Eight Thousand and No/100ths Dollars ($8,000.00) per Subject Well prior to conducting operations for the construction of the Facilities or the drilling of the Subject Wells, whichever occurs first.

b. Monthly Disposal Fees. Lessee shall pay Lessor monthly disposal fees based on the amount of Produced Water disposed of in the Facilities (other than Effluent Volumes, defined below) (the "Disposal Fees"). Until the end of the third full calendar year after the Second Amendment Effective Date, the Disposal Fees shall equal (a) $0.05 per Barrel of On-Lease Volumes (including without limitation, Legacy Volumes) disposed of at the Facilities, and (b) $0.10 per Barrel of Off-Lease Volumes disposed of at the Facilities. After the end of the third full calendar year after the Second Amendment Effective Date, the Disposal Fees for On-Lease Volumes (including without limitation, Legacy Volumes) shall equal the greater of (i) $0.05 per Barrel of Produced Water disposed of at the Facilities, or (ii) the per Barrel rate in the then applicable University of Texas System Rate and Damage Schedule published by the University of Texas System (the "University Rate Schedule") (for University leases only) for each Barrel of Produced Water disposed of at the Facilities, and the Disposal Fees for Off-Lease Volumes shall equal the greater of (i) $0.10 per Barrel of Produced Water disposed of at the Facilities, or (ii) the per Barrel rate in the then applicable University Rate Schedule (University and non-university leases commingled) for each Barrel of Produced Water disposed of at the Facilities. Lessee shall pay such Disposal Fees to Lessor on or before the last day of the calendar month immediately following the calendar month with respect to which such Disposal Fees are to be calculated and paid, accompanied by a written statement accurately reflecting the volume (number of Barrels) of Produced Water disposed of in the Facilities (including the volume (number of Barrels) of Produced Water injected in each Subject Well). Each month, Lessee shall separately account for disposal of (a) On-Lease Volumes, and (b) Off-Lease Volumes. "Barrel" means a quantity consisting of forty-two (42) U.S. gallons. Disposal Fees shall be calculated based upon whole numbers of Barrels; any partial or fractional Barrel shall be rounded up to the nearest whole number.

c. Monthly Reuse Fees. Lessee shall pay Lessor monthly fees for all Produced Water (other than Effluent Volumes, defined below) transported off of the Subject Lands for resale, recycling and/or reuse (the "Reuse Fees"). For all such volumes, the Reuse Fee shall be $0.025 per Barrel. Lessee shall pay such Reuse Fees to Lessor on or before the last day of the calendar month immediately following the calendar month during which such Produced Water was transported off of the Subject Lands for resale, recycling and/or reuse, accompanied by a written statement accurately reflecting the volume (number of Barrels) of Produced Water (minus Effluent Volumes, if any) transported off of the Subject Lands for resale, recycling and/or reuse in such month.

d. Monthly Transportation Fees. Lessee shall pay Lessor monthly fees for all Legacy Volumes transported off of the Subject Lands (the "Transportation Fees"); provided, however, that no Transportation Fees shall be payable on Legacy Volumes transported off of the Subject Lands for resale, recycling and/or reuse and upon which Reuse Fees are payable under this Agreement.

The Transportation Fee shall be $0.025 per Barrel. Lessee shall pay such Transportation Fees to Lessor on or before the last day of the calendar month immediately following the calendar month during which such Legacy Volumes were transported off of the Subject Lands, accompanied by a written statement accurately reflecting the total volume (number of Barrels) of Legacy Volumes transported off of the Subject Lands in such month, less the volume (number of Barrels) of Legacy Volumes transported off of the Subject Lands for resale, recycling and/or reuse in such month upon which Reuse Fees are payable under this Agreement.

e. Minimum Annual Fee. In the event the aggregate amount of Disposal Fees, Reuse Fees and Transportation Fees paid to Lessor in any calendar year during the Term of this Agreement, beginning with the calendar year of 2021, amounts to less than One Million and No/100 Dollars ($1,000,000.00) (the "Minimum Annual Fee") during any such calendar year, then, and in that event, Lessee shall pay to Lessor within thirty (30) days after the end of any such calendar year the positive difference, if any, between (a) the Minimum Annual Fee and (b) the aggregate total of (i) all Disposal Fees, Reuse Fees and Transportation Fees received by Lessor under this Agreement during such calendar year, plus (ii) the total reasonable, out-of-pocket costs incurred by Lessee during that calendar year in furtherance of fulfilling its HDC Facility Remediation Obligation (the "HDC Remediation Credit"), such HDC Remediation Credit in all calendar years not to exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) in the aggregate (the result of the calculation described in the immediately preceding clause (b) is hereinafter referred to as the "Minimum Annual Fee Credit"). The Minimum Annual Fee Credit for the calendar year of 2021 shall include credits earned by Lessee during the calendar year of 2020. As to any calendar year during the Term of this Agreement during which Lessee claims a HDC Remediation Credit under the terms of this Agreement, within thirty (30) days after the end of such calendar year Lessee shall furnish to Lessor itemized statement(s) detailing the individual reasonable, out-of-pocket costs incurred by Lessee and included in the amount of HDC Remediation Credit claimed by Lessee during such calendar year.

i. If in any year the Minimum Annual Fee Credit exceeds the Minimum Annual Fee, such excess Minimum Annual Fee Credit shall be carried forward to the next year or any subsequent year, provided, however, that no Minimum Annual Fee Credit shall be carried forward from the Initial Term to the first Extended Term, or from any Extended Term to a subsequent Extended Term.

ii. During the final year of the Term of this Agreement, such Minimum Annual Fee payment requirement shall apply as to the portion of the calendar prior to the expiration or termination of this Agreement with the Minimum Annual Fee proportionally reduced accordingly and with any such payment owing to Lessor to be paid within thirty (30) days after the expiration or termination of this Agreement.

f. Skim Oil Fees. Lessee shall pay Lessor a monthly fee equal to twenty percent (20%) of the gross revenues (net of any applicable production and severance taxes) received by Lessee or its Affiliates derived from, resulting from or in connection with the sale of all Skim Oil recovered from Produced Water at the Facilities or recovered from Produced Water transported across any portion of the Subject Lands (the "Skim Oil Fees"). Lessee shall pay such Skim Oil Fees to Lessor on or before the last day of the calendar month immediately following the calendar month during which such Skim Oil revenues were received by Lessee or its Affiliates, accompanied by a written statement accurately reflecting the calculation of such Skim Oil Fees.

g. Effluent Water Disposal. Lessee shall accept all effluent water from Lessor resulting from Lessor's remediation of its fresh water supply through reverse osmosis or similar technology ("Effluent Volumes") at such locations and by such means as may be reasonably determined by Lessor and Lessee. Lessee shall dispose of such Effluent Volumes in the Subject Wells at no cost to Lessor. Lessee shall not be required to accept effluent water which contains hazardous substances (as such term is defined under Section 10 below), and shall not be required to accept more than one thousand barrels (1000 bbls.) of Effluent Volumes on any given day. Lessee shall not owe Lessor any Disposal Fee, Reuse Fee, Transportation Fee or any other fee of any kind for disposal, transportation, resale, recycling or reuse of Effluent Volumes.

h. Meters and Records. Throughout the Term of this Agreement, Lessee shall install and maintain in good order, repair and calibrate at its sole cost and expense appropriate metering devices at such locations as are reasonably acceptable to Lessor and to Lessee (i) to measure (A) the On-Lease Volumes, Off-Lease Volumes, and Effluent Volumes all measured separately, accepted by Lessee onto Lessee's pipelines located on the Subject Lands (the "System"), (B) all Produced Water disposed of at the Facilities (measured separately at each of the Subject Wells), and (C) all Produced Water that is transported off of the Subject Lands, and (ii) to calculate by such method(s) as are reasonably acceptable to Lessor and to Lessee the volumes of water applicable to the calculations of the fees and other amounts owing to Lessor under the terms of this Agreement. Lessee shall maintain true and accurate records and books of account reflecting Lessee's operations on the Leased Premises and the Subject Lands and under this Agreement including, but not limited to, (A) daily quantities of On-Lease Volumes, Off-Lease Volumes, and Effluent Volumes, measured separately, accepted onto the System, and (B) daily quantities of Produced Water injected in each Subject Well, (C) Produced Water that is transported off of the Subject Lands, and (D) daily quantities of Skim Oil recovered from the Produced Water and gross revenues from Skim Oil sales. Lessor shall have the right to inspect such metering devices to ascertain that they are properly calibrated and to audit and inspect (including the right to receive copies at Lessee's expense) all books and records of Lessee related or in any way pertaining to this Agreement, the Leased Premises, the Subject Lands, and/or the Facilities at all reasonable times upon reasonable notice to Lessee. Without limiting the foregoing, Lessee shall at its own cost and expense perform calibration tests on the meter(s) no less frequently than every six (6) months and provide a copy of such test results to Lessor within ten (10) days of receipt. In furtherance of such audit and inspection rights, Lessee agrees to maintain all such books and records for a period of no less than three (3) years from December 31 of the year in which such books and records relate.

6. **Conduct of Disposal Operations**.

a. Generally. Lessee shall conduct all operations hereunder in the manner consistent with the highest then current industry practices for saltwater disposal operations and with due regard for good land management, damage prevention and environmental protection and in full compliance with all federal, state and local laws, ordinances, regulations and rules applicable to such operations. All Produced Water injected into the Subject Wells shall be injected in a manner approved by the RRC and all other applicable governmental authorities. Injection of Produced Water shall be injected into the **Bell Canyon and Cherry Canyon formations defined as the stratigraphic equivalent of the correlative interval from approximately 4,897 feet to 7,184 feet measured depth as seen on the Triple-Combo open hole log of the Tubb Estate 22-3 Well, API No. 42-495-32161**. Lessee shall use every means to prevent damage to or contamination of any fresh water aquifer and to prevent waste or loss of fresh water from any aquifer. Lessee shall make available to Lessor all information obtained by Lessee in connection with the drilling of the Subject Wells including, without limitation, all information obtained by Lessee with respect to all fresh water zones.

b. Licenses and Permits. Lessee shall, at Lessee's own expense, obtain any necessary licenses and permits, and shall comply with all laws, ordinances and regulations applicable to the Leased Premises, the Facilities, the Monitor Wells, the Preapproved Easement Route and Lessee's use thereof. Lessee shall promptly provide Lessor with copies of all licenses and permits obtained by Lessee in connection with the Leased Premises, the Facilities, the Monitor Wells, the Preapproved Easement Route and Lessee's use thereof. Lessee shall allow the RRC, including, without limitation, the Oil and Gas Enforcement Division, to send Lessor copies of all notices of infractions sent to Lessee regarding violations and possible violations of the RRC rules and regulations applicable to the use and operation of the Facilities, the Leased Premises, the Monitor Wells and the Preapproved Easement Route. Without limitation of any other provision of this Agreement, Lessee shall promptly notify Lessor of any infractions (or possible infractions) claimed by the RRC as well as Lessee's intended action(s) to remedy the infractions.

c. Skim Oil Recovery. Lessee shall install and maintain Skim Oil recovery facilities on the Leased Premises in accordance with the highest then current and accepted industry standards.

d. Well Casing and Cement. All casing, pipe and other materials used by Lessee in the Subject Wells shall be of a type and quality meeting the RRC standards for saltwater disposal and injection wells, in order that no fresh water source will be contaminated. Without limiting the foregoing, the wellbores of the Subject Wells shall be constructed in accordance with the specifications set forth on Exhibit "C" attached hereto. In completing the Subject Wells, Lessee shall circulate cement from the bottom of the hole back to the surface in order that no fresh water source will be contaminated. If Lessee's attempts to circulate cement from the bottom of the hole back to the surface are unsuccessful, Lessee shall make a good faith attempt to utilize or perform a Bradenhead Squeeze, or similar industry accepted procedure, in the hole. When total depth is reached in each Subject Well, Lessee shall provide Lessor with bond logs promptly upon Lessee's receipt of same showing that the Subject Well has been satisfactorily cemented and cemented in compliance with the terms of this Agreement and applicable governmental laws, rules and regulations.

e. Copies of Filings. Lessee shall provide to Lessor within ten (10) days after such filing is made or such document is prepared, as applicable, unless a different time period is specified below, copies of the following:

(i) Groundwater Protection Determination Letter provided to the Texas Commission of Environmental Quality.

(ii) Email notification of Form W-1, Applications to Drill, at the time the application is filed with the RRC.

(iii) Email notification of Form W-1, Approved Permit to Drill.

(iv) Wellbore schematic through the freshwater zones.

(v) Copy of the Spill Prevention Control and Countermeasure ("SPCC") Plan, including phone numbers of company personnel.

(vi) Any other documents filed with the RRC regarding the Leased Premises, the Subject Wells, the other Facilities or the Produced Water.

f. Notice of Drilling. Except as provided in subparagraph (g) below, Lessee will provide to Lessor at least three (3) days' written notice prior to the arrival of any drilling equipment on the Subject Lands, except in an emergency situation in which case Lessee will provide written notice as soon as reasonably available. Notice under this subparagraph (f) shall be provided as specified in Paragraph 15 below and to the City of Midland's Utilities Director and the Midland County Fresh Water Supply District No. 1 Manager at the contact information provided to Lessee by Lessor.

g. Review by Hydrogeologist. Lessee shall provide to Lessor at least twenty-one (21) days' advance written notice of the scheduled drilling date of each Subject Well. In the event such scheduled drilling date changes, Lessee shall provide notice of the rescheduled drilling date to Lessor as soon as possible. Lessee will allow the services of a hydrogeologist from WSP USA or such other consulting group reasonably acceptable to Lessor and Lessee to monitor and be on location during the drilling and setting of surface and casings of each Subject Well. The parties shall request that such consulting group furnish to Lessee and Lessor detailed reports of their services upon request. Lessee will pay for the cost of such hydrogeologist to be on location from the time of spud of each Subject Well to TVD. Provided that Lessee has complied with the notice provisions contained in this subparagraph (g), Lessee and Lessor acknowledge and agree that (i) Lessor shall be responsible for contacting and scheduling the hydrogeologist to be present during the drilling of the Subject Wells, and (ii) Lessee will not be required to delay its operations in the event the hydrogeologist is not available on the scheduled drilling date of the Subject Well.

h. Fencing. Lessee shall, at Lessee's sole expense, construct and maintain such fences, barricades, and other restrictive devices on the Leased Premises in accordance with the reasonable specifications of Lessor to adequately protect persons or livestock from injury relating to Lessee's activities on the Leased Premises, to segregate the Leased Premises from the Subject Lands, and as Lessor may otherwise reasonably request.

i. Surveillance Wells. Prior to injection on a Subject Well, Lessee will drill at least one and up to two fresh water monitor wells (each, a "Monitor Well") for each of the Subject Wells. Each Monitor Well shall be located between the Subject Well in question and Lessor's fresh water field, provided that if such Monitor Well is located on the Subject Lands, but not on the Leased Premises, it shall be located at such location as is reasonably agreed to in advance of drilling by Lessor (such agreement not to be unreasonably withheld or delayed). Lessee agrees to use only so much of the Subject Lands for the surface location of such Monitor Well as is reasonably necessary for the purposes for such Monitor Well set forth herein. Each Monitor Well shall be drilled to a depth sufficient to access and monitor the Pecos Valley Aquifer, defined as the stratigraphic equivalent of the correlative interval from approximately 65 feet to 380 feet measured depth as seen on the 07-02-69 Dresser Atlas BHC Acoustilog open hole log of the Tubbs Estate #2 Well, API No. 42-495-30016. With respect to the Monitor Wells:

(i) Each Monitor Well will monitor TDS levels in the Pecos Valley Aquifer with readings taken no less frequently than daily. Lessee shall furnish to Lessor, as specified in Paragraph 15 below and to the City of Midland's Utilities Director and the Midland County Fresh Water Supply District No. 1 Manager at the contact information provided to Lessee by Lessor, at least weekly and more frequently if requested by Lessor, a summary of the monitoring results of each Monitor Well, such summary to be in such form as may be reasonably acceptable to Lessor, together with any data and/or records concerning such monitoring as may be reasonably requested by Lessor.

(ii) TDS monitoring in each Monitor Well shall commence at least fourteen (14) days before Lessee commences injection of Produced Water into the to-be-monitored Subject Well. The average of TDS levels for the fourteen (14) day period immediately prior to the date injection commences in the to-be-monitored Subject Well shall be referred to as the Monitor Well's "TDS Baseline".

(iii) If after injection commences in any of the Subject Wells, Lessee measures TDS levels at one of its Monitor Wells greater than 1,000 ppm above the TDS Baseline for such Monitor Well on two consecutive days, Lessee will:

a. immediately notify Lessor in writing;

b. immediately cease injection of Produced Water into the Subject Well at issue in order to determine whether there is a leak in the Subject Well's casing; and

c. not resume injection of Produced Water into the Subject Well at issue until the Subject Well passes a mechanical integrity test and the results of such test have been submitted to and approved by the RRC on a RRC Form H-5.

j. Mechanic's Liens. Lessee shall not permit any mechanic's or materialman's lien or liens to be placed on the Leased Premises, the Preapproved Easement Route or the Subject Lands during the term of this Agreement caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Lessee. In the case of the filing of any such lien, Lessee will promptly pay, bond off, or obtain the release of same to the satisfaction of Lessor; provided, however, that Lessee may contest any such lien, and the failure of Lessee to pay the contested claim pending such contest will not be or become an Event of Default (as defined below), if Lessee (i) obtains a bond which under applicable law releases the lien from the Leased Premises, the Preapproved Easement Route and/or the Subject Lands, as applicable, or such alternate form of security or assurance as is acceptable to Lessee and Lessor to insure around the lien; (ii) diligently and in good faith contests the same by appropriate legal proceedings which will operate to prevent the enforcement or collection of the same and the sale of any part of the Leased Premises, the Preapproved Easement Route and/or the Subject Lands; and (iii) promptly upon final determination thereof pays the amount of any such claim so determined, together with all costs, interest and penalties payable in connection therewith. If Lessee's failure to comply with the provisions of this paragraph shall continue for a period of thirty (30) calendar days, Lessor shall have the right, at Lessor's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be repaid by Lessee to Lessor immediately upon written demand.

k. No Trucking of Produced Water. Notwithstanding anything to the contrary contained in this Agreement, trucking of Produced Water is not permitted anywhere on the Subject Lands without the express written consent of Lessor, except on a temporary basis not exceeding thirty (30) consecutive days when both disposal at the Subject Wells and transportation off of the Subject Lands via pipeline is impossible or impractical due to pipeline maintenance, Facility maintenance, mechanical failure, mechanical break-down, or injection rate and/or pressure

limitation. Notwithstanding anything to the contrary, this prohibition shall not apply in any way to public roads upon and/or across the Subject Lands.

7. **Surface Use/Maintenance**.

a. Caliche. All caliche necessary for Lessee's operations on the Leased Premises, the Preapproved Easement Route and the Subject Lands, as contemplated herein, including, but not limited to, road and Facilities construction and maintenance, shall be purchased from Lessor from such locations designated by Lessor, provided Lessor is capable of providing caliche of the quantity and quality reasonably required by Lessee and at a rate competitive with the prevailing market rate in the area. In the event Lessor cannot provide the necessary quantity and/or quality of caliche reasonably required by Lessee, Lessee may bring in caliche from an off-site source or, at Lessee's election, open a new caliche pit on the Subject Lands in accordance with the terms below. Lessee shall not open any new pit for the mining of caliche in or on the Subject Lands without (i) express prior written permission from Lessor; and (ii) the lump sum payment to Lessor by Lessee in the amount of One Thousand and No/100 Dollars ($1,000.00) per pit. Lessee shall pay Lessor the sum of Five and No/100 Dollars ($5.00) per yard for any caliche removed from a pit, new or existing, on lands owned by Lessor. Lessee shall properly dress all caliche excavation sites, new or existing, used by Lessee on lands owned by Lessor.

b. Water. Nothing herein conveys to Lessee the right to drill water wells or use surface water within the boundaries of the Leased Premises or on any other portion of the Subject Lands unless separately agreed to in writing signed by Lessor. Lessee agrees to purchase all water necessary or required by Lessee in connection with drilling and operating the Subject Wells or any other operations of Lessee hereunder provided Lessor is capable of supplying the quantity, quality, delivery rate, and location of water reasonably required by Lessee. Lessee shall pay Lessor the sum of $0.35 per Barrel for any water necessary or required by Lessee under this Agreement.

c. Facilities. Prior to construction, the specific plans for and location of the Facilities shall be agreed to between Lessor and Lessee in writing. Without limiting the foregoing, the tank battery or batteries to be included in the Facilities shall include (i) lightning protection using a Petro Guardian static dissipation system, (ii) gas control with Enardo Vent valves, (iii) a concrete or steel lined containment structure around the storage tanks, of a size sufficient to contain no less than one hundred fifty percent (150%) of the volumetric capacity of all storage vessels, (iv) SCADA electronic monitoring system, and (v) such other safeguards required by the RRC and/or as requested by Lessor.

The Facilities shall be maintained in a neat and clean manner, painted in a color or colors to blend in with the surrounding vegetation or terrain, and kept free of rust, stains, weeds and trash. All firewalls and retaining walls will be kept reasonably free of weeds and brush and Lessee shall promptly recover and remove from the Leased Premises any Produced Water, oil or other fluids that may be spilled or leaked onto the ground around the Facilities.

Within sixty (60) calendar days after construction of the Facilities, Lessee will clean up the Leased Premises and remove any and all spills, junk materials, concrete platforms, pieces of iron, pipes, steel and other debris and foreign materials and will level all mounds, fill all pits and other excavations (in accordance with any requirements set forth herein) and will remove all deleterious materials and substances that might cause injury to person, wildlife, or livestock. All such materials, trash, junk, etc. shall not be burned or buried on the Leased Premises or any other portion of the Subject Lands, but shall be removed therefrom. Lessee shall not use the Leased Premises to store any equipment, pipe, tanks or other personal property, to house any employees or other

personnel (except on a temporary basis in connection with the construction, completion or repair of the Facilities), or for any other purpose not expressly contemplated by this Agreement.

d. Electric Lines. Unless otherwise agreed to in writing by Lessor, electric lines may only be constructed hereunder for the purpose of providing electricity to the Facilities, the Monitor Wells and Lessee's pipelines authorized, installed and operated pursuant to this Agreement.

Prior to installation of an electric line on the Leased Premises or within the Preapproved Easement Route, Lessee shall notify Lessor of the desired location thereof and Lessor shall be entitled to request, and Lessee shall comply with, reasonable changes in the proposed location of such line. Notwithstanding anything to the contrary contained herein, in the event that Lessee desires to install an electric line upon any portion of the Subject Lands outside the Leased Premises or the Preapproved Easement Route, Lessee shall notify Lessor of the desired location thereof and the specifications for any such electric line and Lessor shall have the right to consent to such electric line in its sole discretion; in the event Lessor consents to any such electric line, Lessor and Lessee shall execute and Lessee shall file of record in the applicable county records prior to construction of the electric line an electric line easement in form and substance satisfactory to Lessor and Lessee. Once the electric line route and specifications have been agreed upon and, as to any electric line to be located outside the boundaries of the Leased Premises and/or the Preapproved Easement Route to which Lessor has consented, in its sole discretion, as applicable, Lessee shall grub and pile all mesquite, brush and cactus along the route. All mesquite, brush and cactus shall then be promptly removed from the Subject Lands. All trash and debris from construction of electric lines shall be promptly removed from the Subject Lands.

All underground electric lines shall be buried at least forty-eight inches (48") below grade. All above ground electric lines shall be maintained plumb. During the construction, repair, removal or other operations of buried electric lines, all ditching or trenching shall be double ditched in such a manner so that the top soil will be separated from the balance of the dirt removed in making the ditch or trench. In backfilling after any such operation, the top soil first removed shall be used as cover soil in such a manner as to result in it being returned to the top of the ditch as top soil. The top soil which was previously removed and stacked shall be spread uniformly over the electric line location, then leveled and reseeded with the type of grass designated by Lessor. All large rocks (any rock over three inches (3") in diameter) removed from any ditch or trench by Lessee shall be buried in such ditch or trench or otherwise removed from the Subject Lands. All buried electric line(s) located on the Subject Lands shall be properly marked at all times by Lessee with signage approved by Lessor.

If Lessee shall construct any electric line on the Subject Lands, Lessee agrees that before abandonment or removal of any such electric line, it will offer the same to Lessor, without compensation. If Lessor elects not to accept such electric line, then Lessee shall, within one hundred eighty (180) days of the earlier of such abandonment or the expiration or other termination of this Agreement, remove such electric line and restore the surface of the location of such removed electric line as nearly as is practicable to its condition prior to the execution of this Agreement. An electric line shall be deemed to be abandoned for purposes of this Agreement if it has not been used to deliver electricity to the Facilities, a Monitor Well, or one of Lessee's pipelines, as applicable, for a period of sixty (60) consecutive days. Lessee's obligations to Lessor under this Paragraph 7(d) shall survive the expiration or termination of this Agreement.

e. Pipelines. All pipelines constructed on the Subject Lands shall be buried at least forty-eight (48) inches below the surface (measured from the surface to the top of such pipeline) unless otherwise required by Lessor. All pipelines constructed on the Subject Lands shall be

constructed of HDPE material and surface appurtenances shall be constructed of HDPE and/or steel materials consistent with industry practice; both pipelines and surface appurtenances shall be constructed and installed in accordance with the highest industry standards, and within twenty (20) days of the completion of installation of any pipeline on the Subject Lands, Lessee (i) shall furnish to Lessor, as specified in Paragraph 15 below and to the City of Midland's Utilities Director and the Midland County Fresh Water Supply District No. 1 Manager at the contact information provided to Lessee by Lessor, such records of such installation as may be acceptable to Lessor in its sole discretion, including, without limitation, as-built plats of such pipelines with the locations of all such pipelines clearly marked, and (ii) shall report the locations of all such pipelines to Texas 811. The locations of such pipelines shall be properly marked with signage approved by Lessor. Any and all pipelines on the Subject Lands shall be encased in accordance with the highest industry standards at any and all road crossings. Prior to installation of a pipeline on the Leased Premises or along the Preapproved Easement Route, Lessee shall notify Lessor of the desired location thereof and Lessor shall be entitled to request, and Lessee shall comply with, reasonable changes in the proposed location of such pipeline. Notwithstanding anything to the contrary contained herein, in the event that Lessee desires to install a pipeline upon any portion of the Subject Lands outside the Leased Premises or the Preapproved Easement Route, Lessee shall notify Lessor of the desired location thereof and the size of any such pipeline and Lessor shall have the right to consent to such pipeline in its sole discretion; in the event Lessor consents to any such pipeline, Lessor and Lessee shall execute and Lessee shall file of record in the applicable county records prior to construction of the pipeline a pipeline easement in form and substance satisfactory to Lessor and Lessee.

Once the pipeline route and specifications have been agreed upon and, as to any pipeline to be located outside the boundaries of the Leased Premises and/or the Preapproved Easement Route to which Lessor has consented, in its sole discretion, as applicable, Lessee shall first grub and pile all mesquite, brush and cactus along the route. All mesquite, brush and cactus shall then be promptly removed from the Subject Lands. All trash and debris from construction of pipelines shall be promptly removed from the Subject Lands.

During the construction, repair, removal or other operations, all ditching or trenching shall be double ditched in such a manner so that the top soil will be separated from the balance of the dirt removed in making the ditch or trench. In backfilling after any such operation, the top soil first removed shall be used as cover soil in such a manner as to result in it being returned to the top of the ditch as top soil. The top soil which was previously removed and stacked shall be spread uniformly over the pipeline location, then leveled and reseeded with the type of grass designated by Lessor. All large rocks (any rock over three inches (3") in diameter) removed from any ditch or trench by Lessee shall be buried in such ditch or trench or otherwise removed from the Subject Lands. All pipelines located on the Subject Lands shall be adequately marked at all times by Lessee at all road or fence crossings and as required by applicable laws.

In connection with the construction and installation of pipelines hereunder Lessee shall install at its cost and expense such flow and pressure surveillance devices as are reasonably acceptable to Lessor in its sole discretion to constantly monitor any pressure and/or volume changes within the pipelines on a real-time basis. Without limiting the foregoing, (i) any pressure and/or volume changes within the pipelines shall be monitored by a SCADA electronic monitoring system using high resolution data with readings taken no less frequently than once per minute; (ii) pressure transmitters shall be installed by Lessee at least every mile, provided that each pipeline shall be monitored by a pressure transmitter regardless of the length of such pipeline; (iii) Lessee shall install meters at each entrance and exit point to Lessee's pipeline system located on the Subject Lands, including, without limitation, at each point that a pipeline enters or exits the Subject Lands; (iv) Lessee shall furnish to Lessor, as specified in Paragraph 15 below and to the City of Midland's

Utilities Director and the Midland County Fresh Water Supply District No. 1 Manager at the contact information provided to Lessee by Lessor, at least weekly and more frequently if requested by Lessor, a summary of the monitoring results of such pipeline system, such summary to be in form and substance as may be acceptable to Lessor in its sole discretion, together with any data and/or records concerning such monitoring as may be requested by Lessor in its sole discretion; (v) in connection with such monitoring Lessee shall immediately notify Lessor at the phone number(s) and email address(es) provided to Lessee by Lessor of any readings indicating low pressure and/or sudden changes in pressure or volume within the pipeline system; (vi) Lessee shall perform liquid balances real-time; and (vii) at least once per calendar quarter Lessee shall conduct thermal imaging surveys of all of Lessee's pipelines on the Subject Lands to detect anomalously small or otherwise undetectable leaks and shall furnish to Lessor, as specified in Paragraph 15 below and to the City of Midland's Utilities Director and the Midland County Fresh Water Supply District No. 1 Manager at the contact information provided to Lessee by Lessor, within ten (10) days of the completion of each such survey, a summary of the results of such survey, such summary to be in form and substance as may be acceptable to Lessor in its sole discretion, together with any data and/or records concerning such survey(s) as may be requested by Lessor in its sole discretion.

As to any pipeline constructed on the Subject Lands by Lessee under the terms of this Agreement, Lessee agrees that before the abandonment or removal of any such pipeline, it will offer the same to Lessor, without compensation. If Lessor elects not to accept any such pipeline, then Lessee shall, within one hundred eighty (180) calendar days of the earlier of such abandonment or the expiration or other termination of this Agreement, remove such pipeline. Lessee shall then restore the surface of the location of such removed pipeline as nearly as is practicable to its condition prior to the execution of this Agreement. After the Initial Term, a pipeline shall be deemed to be abandoned for purposes of this Agreement if it has not been used to transport Produced Water for a period of sixty (60) consecutive days. If Lessee fails to remove any pipeline in accordance with the foregoing, Lessor may do so at the sole expense of Lessee. Lessee's obligations to Lessor under this Paragraph 7(e) shall survive the expiration or termination of this Agreement.

f. Roads, Gates and Fences. Lessee agrees to use and Lessor further assigns, grants and conveys to Lessee a non-exclusive appurtenant easement of ingress and egress over and across the existing gates and roadways depicted on Exhibit "D" attached hereto, to enter, leave and cross the Subject Lands for the purpose of accessing the Leased Premises, the Monitor Wells and Lessee's pipelines authorized, installed and operated pursuant to this Agreement. If the existing roadways depicted on Exhibit "D" attached hereto are inadequate to allow Lessee to exercise the rights granted herein, Lessee shall have the right to construct a new road, not to exceed twenty-five feet (25') in width, on and along the Preapproved Easement Route at a mutually agreeable location between Lessor and Lessee. The maximum twenty-five foot (25') width is to be measured from edge to edge of the caliche or paved road surface, and shall be exclusive of any area adjacent to the roadway surface utilized as (i) ditches or other reasonable water diversions, or (ii) brush clearance along the roadway. Unless otherwise agreed by Lessor, such adjacent area shall not exceed a width of five feet (5') on each side of the roadway surface. Notwithstanding anything to the contrary contained herein, in the event that Lessee desires to install a new road upon any portion of the Subject Lands outside the Preapproved Easement Route, Lessee shall notify Lessor of the desired location thereof and Lessor shall have the right to consent to such new road in its sole discretion; in the event Lessor consents to any such new road, Lessor and Lessee shall execute and Lessee shall file of record in the applicable county records prior to construction of the new road, a road easement in form and substance satisfactory to Lessor and Lessee. Once the road location has been agreed upon and, as to any new road to be located outside the boundaries of the Preapproved Easement Route to which Lessor has consented, in its sole discretion, as applicable, Lessee shall

first grub and pile all mesquite, brush and cactus along the route. All mesquite, brush and cactus shall be promptly removed from the Subject Lands.

All non-paved roads used or constructed by Lessee shall be topped and crowned with a minimum of nine inches (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 Lessor. All large rocks (any rock over three inches (3") in diameter) remaining from road construction and/or maintenance shall be removed from the Subject Lands. Notwithstanding that Lessor may use all roads used or constructed by Lessee for ranching and farming operations, recreational uses and otherwise provided Lessor does not materially interfere with Lessee's activities hereunder, Lessee shall maintain all roads used or constructed by Lessee, whether existing or newly constructed by Lessee, in good repair, and all non-paved roads shall be maintained as all-weather caliche roads at all times. All holes and ruts in roads used by Lessee, whether existing or newly constructed 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 Lessor, provided that Lessor can provide such materials in the quantity and quality reasonably required by Lessee and at a rate competitive with the prevailing market rate in the area, and Lessee shall not use materials pushed up from the roadside, unless Lessor agrees otherwise.

Unless otherwise agreed to in writing by Lessor, within one hundred eighty (180) calendar days of the expiration or termination of this Agreement, Lessee shall remove any caliche or paved surface on any road built by Lessee and shall restore the surface of the location of such road as nearly as is practicable to its condition prior to the execution of this Agreement unless Lessor shall agree in writing otherwise, including, but not limited to, (i) stockpiling caliche from such road for Lessor's use, at such location(s) reasonably designated by Lessor, and (ii) root plowing, leveling the surface, and planting same with native grass seed selected by Lessor. If Lessee fails to take such removal and restoration action, Lessor may do so at the sole expense of Lessee. Lessee's obligations to Lessor under this Paragraph 7(f) shall survive the expiration or termination of this Agreement.

Lessee agrees that Lessee will not cut or go over any fence at any time or in connection with any operations hereunder without first obtaining Lessor's express consent thereto in writing. All openings in fences for operations hereunder shall be braced on each side by three (3) five inch (5") heavy wall, steel pipe posts five feet (5') in height on the two interior posts and two feet (2') in height on the third exterior post, a distance of eight feet (8') apart, cemented thirty-six inches (36") below the surface, cross braced and welded in place approximately twelve inches (12") from the top and eighteen inches (18") from the bottom with no less than two and three-eighths inch (2 3/8") heavy wall, steel pipe between the interior two posts and angled down to the third post which will be a height of approximately two feet (2') above the surface cross braced and welded with same material. At Lessee's option, Lessee shall either (i) at each such opening, build a cattle guard which has a pit two feet (2') deep underground, and, at the request of Lessor, a substantial metal gate shall be installed over the cattle guard, or (ii), install a gate and keep such gate locked at all times that Lessee or its agents are not passing through such gate. A new fence shall be installed from the existing fence to such cattle guard or gate. Insofar as it may be necessary for operations hereunder, a double gate shall be installed on one side of the fence cut to allow large equipment to be moved. All gates shall be constructed using 4" X 4" wire mesh, to be predator proof and in accordance with Lessor's reasonable specifications given the use and circumstances. In the event

Lessee utilizes an existing gate that is not currently constructed to the standards set forth herein, unless otherwise requested by Lessor, Lessee agrees to upgrade such access point to such standards. All cattle guards and gates in fences shall be left in place at the termination of this Agreement and shall thereafter be owned by Lessor. Lessee shall clean out and maintain such cattle guards it uses and/or installs.

Lessee and all persons entering or leaving the Subject Lands in connection with Lessee's operations hereunder shall keep all outside and interior gates securely closed. Lessee shall keep all outside gates, and all other gates designated by Lessor, securely locked. At any gate that is to be locked, Lessee shall provide Lessor the key or access code, as applicable, to any such lock. In addition, Lessor may install its own lock in addition to Lessee's lock on any such gate.

g. Trash. Lessee agrees to maintain trash containers at reasonable locations during construction of the Facilities and the subsequent operation thereof, and agrees to promptly pick up and remove all trash introduced onto the Leased Premises, the Preapproved Easement Route or any other portion of the Subject Lands by Lessee or any of its employees, representatives, contractors and/or invitees. Lessor shall have the right to expel and permanently ban from the Subject Lands any person observed dumping trash on the Subject Lands. Upon the completion of any operation all ribbons, flags, stakes and similar items shall be promptly removed from the Subject Lands. Under no circumstances will Lessee be allowed to burn or bury any trash of any kind on or under the Leased Premises or any other portion of the Subject Lands. Lessee shall not permit any open fires of any kind upon the Subject Lands.

h. Restrooms. Lessee or its contractors shall provide its employees with portable toilet facilities during drilling of the Subject Wells, construction of the Facilities, road construction, pipeline construction, electric line construction and any other similar or related operations.

i. Speed Limit. Lessee agrees that all of its vehicles and contractor vehicles shall observe a speed limit of 25 MPH when on the Subject Lands and shall yield to vehicles of Lessor and/or its invitees at all times. Lessor shall have the right to expel and permanently ban from the Subject Lands any person observed exceeding such speed limit.

j. Hunting, Fishing, Alcohol and Illegal Drugs. No employee, representative or contractor of Lessee or any other person allowed to come upon the Subject Lands by Lessee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers (except four-wheelers for business purposes) or otherwise conduct any social gathering on the Subject Lands, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Subject Lands 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. Lessor shall have the right to expel and permanently ban from the Subject Lands any person observed on the Subject Lands violating this provision.

k. Signage. At the request of Lessor, Lessee will place signs approved by Lessor at entrances onto the Subject Lands, and at such other intervals as deemed necessary by Lessor, that clearly state the restrictions set forth in this Agreement, including, but not limited to, the speed limit, and the prohibitions against trash, burning, hunting, fishing, alcohol and illegal drugs.

l. Noxious Weeds. Lessee shall take all reasonable precautions to keep the Leased Premises, the Preapproved Easement Route and adjoining portions of the Subject Lands free of bitterweed, African rue, tumbleweeds, cockleburs and other noxious and unwanted vegetation (being native and non-native toxic plants). In the event any such noxious vegetation is encountered

on or around the Leased Premises, the Preapproved Easement Route or adjoining portions of the Subject Lands, Lessee agrees to promptly spray herbicide to eliminate such vegetation. If Lessee fails to take such action, Lessor may have such vegetation sprayed at the sole expense of Lessee.

8. **Damages**. Lessee has agreed to pay and Lessor has agreed to accept the following as payment for ordinary damages, if any, to the Leased Premises and/or Preapproved Easement Route, that may occur in connection with Lessee's initial construction of the Facilities and the construction of any road(s), pipelines, and/or electrical lines on, across or along the Preapproved Easement Route:

a. New roads constructed by Lessee:
Forty dollars ($40.00) per rod.

b. New pipelines constructed by Lessee:
Sixty-Four dollars ($64.00) per rod.

c. New electrical lines constructed by Lessee:
Twenty-Four dollars ($24.00) per rod.

The above consideration does not cover damages that may arise from operating, maintaining, repairing, replacing or removing the Facilities and/or any road, pipeline and/or electrical line constructed on the Leased Premises and/or the Preapproved Easement Route by Lessee pursuant to the terms hereof, nor does it cover any roads, pipelines and/or electrical lines constructed on the Subject Lands outside the boundaries of the Leased Premises and/or Preapproved Easement Route. During and after the initial construction of the Facilities and/or any road, pipeline and/or electrical line by Lessee pursuant to the terms hereof, Lessee shall be responsible to Lessor, its successors or assigns, surface lessees, or tenants as their respective interests may appear, for damages as a result of Lessee's operations hereunder, including, but not limited to, damages to Lessor's livestock, growing crops, grasses, trees, shrubbery, or fences. The amount of damages shall be based on (i) the prevailing market price at the time of the loss, or (ii) the reasonable cost to the owner, whichever is greater.

The specific damage amounts set forth above shall remain effective during the Initial Term, and thereafter during any Extended Term Lessee shall pay rates equal to the greater of (i) the specific damage amounts set forth above, or (ii) the rates set forth on the then most current University Rate Schedule.

In the event Lessor approves the construction of any roads, pipelines and/or electrical lines on the Subject Lands outside the boundaries of the Leased Premises and/or Preapproved Easement Route, Lessee shall pay the damages rates equal to the greater of (i) the specific damage amounts set forth above, or (ii) the rates set forth on the then most current University Rate Schedule, and Lessee shall remit the same to Lessor prior to commencement of such construction. In the event other parties desire to construct their own disposal lines to the Subject Wells, assuming approval of the same by Lessor, Lessor shall be entitled to negotiate for and receive all damages from such other parties that may be paid for the use of the Subject Lands.

9. **Access by Lessor**. Lessor and its respective representatives may enter upon the Leased Premises or any other portion of the Subject Lands used by Lessee pursuant to the terms of this Agreement at any time and shall have access to the operations of Lessee thereon at all times without being accompanied by authorized representatives of Lessee; provided, however, that any provision of this Agreement to the contrary notwithstanding, Lessor and its respective representatives do so at their own risk and assume the risk of and release Lessee, its Affiliates and related entities and their respective representatives, officers, employees, agents, owners, heirs, successors and assigns from any and all injury, liabilities, losses or damage suffered while entering or upon the Leased Premises or any other portion of the Subject Lands used

by Lessee pursuant to the terms of this Agreement or accessing the operations of Lessee thereon, save and except any such injury, liability, loss or damage caused by the gross negligence or willful misconduct of a Lessee Party (as defined below).

Lessor hereby reserves the right for itself and its successors and assigns to use the Preapproved Easement Route and any other portion of the Subject Lands used by Lessee pursuant to the terms of this Agreement in any manner that will not unreasonably interfere with the exercise by Lessee of its rights hereunder, and the right to grant to others such right. Lessor's uses may include, but shall not be limited to, using the Preapproved Easement Route and any other portion of the Subject Lands used by Lessee pursuant to the terms of this Agreement for agricultural, open space, set-back, density, street and roadway purposes, and Lessor may also construct and/or install, or allow the construction and/or installation of water, sewer, oil and/or gas, electric, cable television, telephone and other utility lines (both above and below ground) across the Preapproved Easement Route and any other portion of the Subject Lands used by Lessee pursuant to the terms of this Agreement, provided that all required and applicable spacing and casing requirements are met by Lessor and/or Lessor's grantee(s).

10. **Pollution**. Lessee shall use all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, surface or subsurface strata, ambient air or any other environmental medium, by any waste, pollutant or contaminant. Lessee shall use all reasonable efforts to contain any actual or potential release of any waste, contaminant or pollutant to the environment and to recapture any escaped waste, contaminant or pollutant, including, without limitation, any escaped Produced Water or hydrocarbons on the surface. In the event of contamination or pollution of any environmental medium, including, without limitation, any fresh water aquifer, resulting from Lessee's operations hereunder or any other act or omission of a Lessee Party, Lessee shall immediately notify Lessor in writing and, at Lessee's sole expense, conduct all soil, surface or groundwater investigations, studies, sampling and testing and undertake and complete all remedial, removal, restoration and other actions necessary to contain, clean up, remediate and remove all such contamination or pollution in compliance with this Agreement and all applicable governmental laws, rules and regulations. Lessee shall promptly notify Lessor in writing of undertaking any soil, surface or groundwater investigations, studies, sampling or testing or any remedial, removal, restoration, or other actions necessary to contain, clean up, remediate or remove contamination or pollution. The notice shall specify any consultants or engineers engaged by Lessee in connection with such undertaking and shall describe planned or anticipated activities in sufficient detail to adequately apprise Lessor of the same. Lessee shall promptly provide Lessor any additional information Lessor may reasonably request relating to such activities. Notwithstanding the foregoing, in an emergency or other situation that requires immediate action, Lessee shall take all necessary and appropriate actions and notify Lessor as soon thereafter as possible. The provisions of this paragraph shall survive the termination of this Agreement.

Without limiting the foregoing, Lessee agrees that it shall not engage in and shall not permit any other party to engage in any activity with respect to the Facilities, the Leased Premises or the Subject Lands which could cause (i) the Facilities to be classified as hazard waste treatment, storage or disposal facilities within the meaning of the Resources Conservation Recovery Act of 1976 (as now or hereinafter amended, "RCRA"), (ii) an unlawful release of a hazardous substance from or to the Facilities within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as now or hereinafter amended, "CERCLA"), (iii) the unpermitted, unlawful discharge of pollutants or effluents into any surface waters, groundwater or aquifer, or (iv) the unpermitted, unlawful discharge into the air of any emission which would require a permit under the Federal Water Pollution Control Act or the Clean Air Act or any similar federal, state or local statute or ordinance. Lessee shall not permit any substance or conditions in or on the Facilities, the Leased Premises or the Subject Lands which might support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations or

ordinances. Lessee agrees that no underground storage tanks shall be installed or located on or under the Facilities or the Leased Premises.

As used in the preceding provisions, the term "hazardous substance" and "release" shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meaning specified in RCRA. Without limitation of this Paragraph, Paragraph 12 or any other provision of this Agreement, the indemnity contained in Paragraph 12 shall include indemnification of Lessor for any breach by Lessee or any other Lessee Party of the covenants included in this Paragraph.

11. **Events of Default and Remedies**.

a. Events of Default. The following events shall be deemed to be events of default hereunder (hereinafter referred to as "Event(s) of Default"):

i. If Lessee should fail or refuse to make the payment of any undisputed sum due to Lessor hereunder within sixty (60) calendar days after the due date thereof;

ii. If Lessee or Lessee's authorized agent should knowingly make any false report or false return concerning the volume of Produced Water disposed of in the Facilities, the volume of Produced Water transported off of the Subject Lands for resale, recycling and/or reuse, Skim Oil revenues or any other fees or payments required under this Agreement, or should Lessee fail to render any reports or other information due to be transmitted to, or requested by, Lessor within sixty (60) calendar days after the same were to be provided to, or requested by, Lessor in accordance with the terms of this Agreement;

iii. If the Facilities, or any portion thereof, including, but not limited to, any Subject Well, or any Monitor Well or any pipeline permitted hereunder do not comply with the standards of the RRC or any other law, ordinance, regulation or rule applicable thereto and Lessee does not, within ninety (90) calendar days after notice from the RRC, Lessor or any other applicable governmental authority, (A) correct such non-compliance, or (B) commence steps to correct such non-compliance and thereafter diligently pursue the correction of such non-compliance until the Facilities, such Monitor Well or such pipeline, as applicable, are in full compliance; or

iv. If Lessee should knowingly breach any representation contained herein, or if Lessee should fail to perform any covenant or other obligation specified herein, including without limitation, the maintenance of the Facilities, the Leased Premises and/or the Preapproved Easement Route, or the refusal to permit Lessor or its authorized representatives access to the Leased Premises, to any other portion of the Subject Lands used by Lessee pursuant to the terms of this Agreement, or to any records pertaining to Lessee's operations hereunder.

b. Remedies. Should one or more Events of Default occur and Lessee fail to cure the Event of Default within thirty (30) calendar days after receiving written notice of the Event of Default from Lessor, Lessor may terminate this Agreement immediately and/or enforce the provisions of this Agreement in any other manner provided by law; provided, however, that if Lessee has initiated and is diligently pursuing efforts to cure the default prior to the expiration of the foregoing 30-day period, the foregoing cure period will be automatically extended for an additional thirty (30) calendar days or such additional reasonable period of time as is necessary to effect a cure. If Lessee fails to cure any Event of Default within the above time period, at Lessor's option, Lessor may terminate this Agreement and re-enter upon the Leased Premises and expel

Lessee without being guilty of any manner of trespass, without liability for any damage or loss occasioned thereby, and without prejudice to any remedies available to Lessor for collection of amounts due, breach of contract, or otherwise. With respect to any amounts due to Lessor hereunder and collected by an attorney after default or through judicial, bankruptcy, or probate proceedings, Lessee agrees to pay all costs of collection, including reasonable attorneys' fees and all court costs. Notwithstanding anything to the contrary contained herein, in the event any Event of Default under Paragraph 11(a)(i) occurs two (2) or more times in any given calendar year, Lessor may terminate this Agreement immediately and/or enforce the provisions of this Agreement in any other manner provided by law, in any case without any written notice to Lessee or opportunity to cure, and Lessor may re-enter upon the Leased Premises and expel Lessee without being guilty of any manner of trespass, without liability for any damage or loss occasioned thereby, and without prejudice to any remedies available to Lessor for collection of amounts due, breach of contract, or otherwise.

12. **INDEMNIFICATION; INSURANCE; LIMITATION OF LIABILITY.**

A. INDEMNITY. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY TO ANY PERSON OR PROPERTY SUFFERED IN, ON OR ABOUT THE SUBJECT LANDS, THE LEASED PREMISES OR THE PREAPPROVED EASEMENT ROUTE ARISING FROM OR OUT OF ANY USE BY LESSEE OR ANY OF LESSEE'S AFFILIATES OR LESSEE'S OR LESSEE'S AFFILIATES' RESPECTIVE CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR INVITEES (EACH A "LESSEE PARTY" AND COLLECTIVELY, THE "LESSEE PARTIES"), INCLUDING, WITHOUT LIMITATION, ANY ACTIVITY THEREON OR IN CONNECTION THEREWITH BY THE LESSEE PARTIES OR THE NEGLIGENCE OR MISCONDUCT OF THE LESSEE PARTIES. LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS RESPECTIVE REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUCCESSORS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY" AND COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DEMANDS, PENALTIES, FINES, SETTLEMENTS, DAMAGES, RESPONSE, REMEDIAL OR INSPECTION COSTS, AND ANY EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND CONSULTANTS' FEES AND COURT COSTS) OF WHATEVER KIND OR NATURE (COLLECTIVELY, "LOSSES"), WHICH ARE SUFFERED OR INCURRED BY ANY INDEMNIFIED PARTY, WHICH ARISE FROM OR RELATE IN ANY WAY TO LESSEE'S OR ANY OTHER LESSEE PARTY'S USE OF THE SUBJECT LANDS, THE LEASED PREMISES AND/OR THE PREAPPROVED EASEMENT ROUTE, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH LESSEE'S OR ANY OTHER LESSEE PARTY'S CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING AND/OR REMOVING (I) ANY OF THE FACILITIES, AND/OR (II) ANY ROAD, PIPELINE OR ELECTRIC LINE, AND INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES ARISING FROM LESSEE'S OR ANY OTHER LESSEE PARTY'S FAILURE TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE LAWS, INCLUDING, WITHOUT LIMITATION, LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS (INCLUDING, BUT NOT LIMITED TO, RCRA AND CERCLA, AS THEY MAY BE REAUTHORIZED AND/OR AMENDED FROM TIME TO TIME), AND THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES OR ANY OTHER SOURCE.

B. INSURANCE OF LESSEE. DURING THE TERM OF THIS AGREEMENT AND UNTIL TWO (2) YEARS AFTER SUCH TIME AS LESSEE HAS RESTORED THE SUBJECT LANDS AS REQUIRED BY THIS AGREEMENT, LESSEE AGREES TO MAINTAIN THE MINIMUM INSURANCE COVERAGES AND MEET THE INSURANCE REQUIREMENTS SPECIFIED ON EXHIBIT "E" ATTACHED HERETO WITH RESPECT TO ITS OPERATIONS HEREUNDER, WITH SUCH INSURANCE CARRIER(S) AND IN A FORM REASONABLY ACCEPTABLE TO LESSOR. LESSEE SHALL BE RESPONSIBLE FOR ALL DAMAGE OR LOSS FROM WHATEVER CAUSE TO ANY OF LESSEE'S PROPERTY OR EQUIPMENT ON THE SUBJECT LANDS, THE LEASED PREMISES OR THE PREAPPROVED EASEMENT ROUTE. TO THE EXTENT OF THE LIABILITY ASSUMED BY LESSEE UNDER THIS AGREEMENT, LESSEE WAIVES ANY CLAIM OR CAUSE OF ACTION AND FURTHER AGREES TO OBTAIN FROM ITS INSURANCE CARRIER AN ENDORSEMENT TO ALL APPLICABLE POLICIES WAIVING SUCH INSURANCE CARRIER'S RIGHTS OF RECOVERY, WHETHER IN THE NATURE OF SUBROGATION OR OTHERWISE, AGAINST THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY SUCH LOSS OR DAMAGE OR LIABILITY ASSUMED BY LESSEE UNDER THIS AGREEMENT. LESSOR SHALL NOT BE REQUIRED TO PROVIDE ANY INSURANCE WHATSOEVER PURSUANT TO THIS AGREEMENT. LESSEE CERTIFIES THAT THE ONE OR MORE CERTIFICATES OF INSURANCE PROVIDED AS REQUIRED UNDER THIS AGREEMENT AND AS SPECIFIED ON EXHIBIT "E" ATTACHED HERETO COMPLIES WITH THE REQUIREMENTS OF CHAPTER 1811 OF THE TEXAS INSURANCE CODE. LESSEE SHALL NOT USE AN UNAPPROVED CERTIFICATE OF INSURANCE OR INSERT INAPPROPRIATE LANGUAGE ON A CERTIFICATE. COMPLIANCE WITH STATE LAW IS THE SOLE RESPONSIBILITY OF LESSEE.

C. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL LESSEE OR ANY OTHER LESSEE PARTY BE ENTITLED TO RECOVER FROM ANY INDEMNIFIED PARTY ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, REMOTE OR SPECULATIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF USE OR BUSINESS OPPORTUNITY, ARISING UNDER, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. LESSEE, ON BEHALF OF ITSELF AND EACH OTHER LESSEE PARTY, DOES HEREBY WAIVE ANY RIGHT TO RECOVER ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, REMOTE OR SPECULATIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF USE OR BUSINESS OPPORTUNITY, ARISING UNDER, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. **Termination**.

a. Holding Over. Subject to the other provisions of this Agreement regarding Lessee's restoration obligations upon the expiration or earlier termination of this Agreement, upon the expiration or the earlier termination of this Agreement, Lessee shall immediately surrender the Leased Premises to Lessor. In the event Lessee occupies the Leased Premises or any part thereof after the expiration or other termination of this Agreement, unless otherwise agreed in writing by Lessor, Lessee shall hold the Leased Premises as a tenant at sufferance only. In no event shall such holding over constitute or be construed as a renewal or extension of this Agreement.

b. Lessee's Personal Property. Unless directed otherwise in writing by Lessor, Lessee shall remove all of Lessee's personal property, equipment, fixtures, pipelines, tanks, power lines and tubing from the Leased Premises, the Preapproved Easement Route and the Subject Lands within one hundred eighty (180) days after the expiration or termination of this Agreement. Lessor may direct Lessee in writing not to remove, and Lessee shall not remove, any such personal property, equipment, fixtures, pipelines, tanks, power lines or tubing if Lessor claims a lien on such property, if Lessee owes damages, payments or other amounts to Lessor, or if Lessee has demonstrated its financial inability to plug the Subject Wells or the Monitor Wells or restore the Leased Premises, the Preapproved Easement Route and the Subject Lands as required herein, or a separate agreement has been reached between Lessor and Lessee relating to removal of such property. Should Lessee fail to remove any of Lessee's personal property, equipment, fixtures, pipelines, tanks, power lines or tubing within such time period, unless such failure is in accordance with Lessor's written directions, such personal property shall become the property of Lessor, at Lessor's option, and in such case Lessor shall be entitled to take possession of any such property and to sell or dispose of such property for any purpose. Lessee shall reimburse Lessor for any and all costs incurred by Lessor in connection with Lessor's taking possession of and the sale or disposal of any such property, less any amounts received by Lessor from such sale. Such amounts shall be due and payable by Lessee to Lessor immediately upon demand by Lessor. Lessee's obligations to Lessor under this Paragraph 13(b) shall survive the expiration or termination of this Agreement.

c. Well Takeover. Upon the expiration or other termination of this Agreement, Lessor shall have the option, exercisable by delivery of written notice to Lessee within sixty (60) days after such expiration or other termination, to either retain the Subject Wells and/or the Monitor Wells with all downhole equipment intact, or require Lessee to plug and abandon the Subject Wells and/or the Monitor Wells in compliance with applicable governmental rules and regulations, including the RRC's Statewide Rule 14 for the Subject Wells, and restore the surface of the Leased Premises and the Subject Lands, as applicable. If Lessor fails to provide Lessee with written notice of its election to take over the Subject Wells and/or the Monitor Wells during said 60-day period, the right to take over will be deemed to have been waived. If Lessor chooses not to take over the operation of the Subject Wells and/or the Monitor Wells, Lessee hereby agrees, within one hundred eighty (180) days after the expiration or other termination of this Agreement, to plug the Subject Wells and the Monitor Wells that Lessor has chosen not to take over in accordance with the applicable rules, regulations and specifications of the RRC, including Statewide Rule 14 and all other applicable governmental authorities and restore the surface of the Leased Premises and the Preapproved Easement Route and any other applicable portion of the Subject Lands as nearly as is reasonably practicable to their condition prior to the execution of this Agreement, including, without limitation (i) stockpiling caliche from such premises for Lessor's use, at such location(s) designated by Lessor, and (ii) root plowing, leveling the surface, and planting same with native grass seed selected by Lessor. In the event Lessee fails to properly plug and abandon the Subject Wells and the Monitor Wells and restore the surface of the Leased Premises and the Preapproved Easement Route and any other applicable portion of the Subject Lands within one hundred eighty (180) days after the expiration or other termination of this Agreement, Lessee agrees to pay Lessor the sum of Ten Thousand and No/100 Dollars ($10,000.00) per month until such time as the Subject Wells and the Monitor Wells are properly plugged in accordance with the applicable rules, regulations and specifications of the RRC and all other applicable governmental authorities and the surface of the Leased Premises and the Preapproved Easement Route and any other applicable portion of the Subject Lands is restored. If Lessor chooses to take over the operation of the Subject Wells and/or the Monitor Wells: (i) Lessee shall promptly assign the Subject Wells and/or the Monitor Wells, as applicable, and all casing, pipe and equipment connected to the Subject Wells and/or the Monitor Wells, as applicable, located therein or thereon (with the exception of tanks, pumps and automation equipment) to Lessor by assignment in form and substance acceptable to

Lessor and Lessor shall be responsible for the plugging and abandonment of the assigned Subject Wells and/or Monitor Wells, as applicable, and (ii) Lessee and Lessor will work together in good faith as reasonably as possible thereafter to take all action necessary to document and effect the transfer of the Subject Wells and, if necessary, the Monitor Wells, in the records of the applicable governmental authority, including, without limitation, to timely file Form P-4 with the RRC. Lessor's and Lessee's obligations under this Paragraph 13(c) shall survive the expiration or termination of this Agreement.

14. **Assignment**. Lessee shall not have the right to assign any of its rights or obligations under this Agreement or operation of the Subject Wells or the Facilities without the prior written consent of Lessor. The determination as to whether to grant consent to an assignment is in the sole discretion of Lessor. Any attempted assignment of this Agreement or such operations without the prior written consent of Lessor shall be null and void and shall constitute an Event of Default under this Agreement. Without limiting the foregoing, unless expressly agreed to in writing by Lessor, no assignment by Lessee of its rights or obligations under this Agreement shall relieve or release Lessee from the performance of its rights or obligations hereunder and Lessee shall be fully liable to Lessor for the performance of all such rights and obligations which accrued prior to such assignment. Lessor shall have the right to assign all or any portion of its rights hereunder or its interest in the Subject Lands at any time, without the consent or approval of Lessee.

15. **Payments and Notices**. Unless otherwise provided herein, any compensation or damages due to Lessor under the terms of this Agreement shall be paid to Lessor within thirty (30) calendar days from the date the event giving rise to same occurs. Any compensation or damages in this Agreement not timely paid to Lessor shall bear interest at the rate equal to the lesser of fifteen percent (15%) per annum or the highest rate allowed by law, from its due date until paid.

The payments of amounts due to Lessor hereunder and all notices and other communications under this Agreement shall be in writing and shall be given by personal delivery, U.S. first-class mail with postage prepaid, or nationally recognized overnight courier at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Lessor, to:
City of Midland, Texas
Attn: Right-of-Way Manager
300 N. Loraine St.
Midland, Texas 79701

If to Lessee, to:
Felix Water, LLC
Attn: Land Manager
1530 16th Street, Suite 500
Denver, Colorado 80202

Any such notice or communication shall be deemed to have been received: (i) when delivered, if personally delivered or sent via U.S. first-class mail with postage prepaid; or (ii) on the next business day after dispatch, if sent postage pre-paid by nationally recognized overnight courier guaranteeing next business day delivery.

16. **Reservation**. Lessor specifically excepts and reserves from this Agreement all oil, gas, other minerals, caliche, sand, gravel and water in, under or that may be produced from the Leased Premises, the Preapproved Easement Route and/or the Subject Lands. Lessee shall have no right to mine or produce any of such substances from such premises pursuant to the terms of this Agreement.

17. **JURY TRIAL WAIVER**. **THE PARTIES EXPRESSLY WAIVE AND RELINQUISH THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING IN CONNECTION WITH THE NEGOTIATION, CONSTRUCTION, PERFORMANCE, NON-PERFORMANCE, AND/OR BREACH OF THIS AGREEMENT.**

18. **Third Party Beneficiaries**. Except as provided in Paragraph 12 with respect to the Indemnified Parties, this Agreement is intended solely for the use and benefit of the Parties and shall not constitute or be construed as a contract for the benefit of any third party.

19. **Counterpart Execution**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any Party shall be binding upon and shall inure to the benefit of such Party to the same extent as if the same counterpart were executed by all of the Parties.

20. **Binding Effect**. This Agreement expresses the entire agreement of the Parties and shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns. The covenants and obligations of the Parties under this Agreement shall be binding upon and shall run with the land and burden the Subject Lands.

21. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Lessor and Lessee irrevocably and unconditionally agree that all suits, actions, proceedings, or disputes that arise out of or relate to this Agreement, whether the claims arise from contract or tort, or whether the claims are legal or equitable in nature, must be litigated exclusively in the courts of competent jurisdiction located in Midland County, Texas. Lessor and Lessee each irrevocably and unconditionally waive any objection to the laying of jurisdiction or venue in Midland County, Texas for any suit, action, proceeding, or dispute. The foregoing choice of forum is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties in any jurisdiction other than that specified in this Paragraph 21. Each Party hereby waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Paragraph 21. The Parties acknowledge that Midland County, Texas is a convenient forum.

22. **Waiver; Governmental 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 Lessor to enforce any provision of this Agreement shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision. By executing this Agreement, 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 GOVERNMENTAL IMMUNITY.**

23. **Public Purpose; Governmental Functions**. The Parties acknowledge and agree that this Agreement is in the public interest and serves a public purpose. The Parties acknowledge and agree that Lessor's obligations and performance under this Agreement are governmental functions. By entering into this Agreement, Lessee waives and releases any present or future claim asserting Lessor's obligations or performance under this Agreement are not governmental functions.

24. **Chapter 271 of Texas Local Government Code**. The Parties agree that this Agreement does not constitute a "Contract" for providing goods and/or services to Lessor as set forth in Subchapter I of Chapter 271 of the Texas Local Government Code, and Lessor 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. Lessor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this Agreement constitutes a waiver of Lessor's governmental immunity and the Parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of Lessor'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 Lessor's governmental immunity for the benefit of any third party lacking privity to this Agreement.

This Agreement does not obligate Lessee to use the Subject Lands to construct, repair, operate, replace, or maintain equipment, structures, improvements, and/or facilities associated with Lessee's activities described herein, but it merely prohibits Lessee from using the Subject Lands for any other purpose. This Agreement restricts the use of the Subject Lands to a specific purpose but does not require the use of property for a specific purpose. Lessee is not providing a service to Lessor. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Lessee's use of the Subject Lands in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Lessor's governmental immunity.

25. ATTORNEY'S FEES. SHOULD LESSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS AGREEMENT, OR ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LESSEE FOR LESSOR'S ATTORNEYS' FEES. LESSEE SHALL REIMBURSE LESSOR FOR LESSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS SECOND AMENDMENT, SUCH FEES IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS SECOND AMENDMENT NOT TO EXCEED $15,000.

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, LESSEE SPECIFICALLY AGREES THAT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT OR TO 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, 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 AGREEMENT. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LESSOR AND LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

26. RELEASE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR AND LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE 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 LESSOR'S NEGLIGENCE.

27. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES. Without limiting the provisions of Paragraph 26 of this Agreement, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or Lessee's legal representative, shall give the City Manager, or any other reasonable official of Lessor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee relies to establish its claim; and a failure to so notify the City Manager or other such official of Lessor within the time and manner provided herein shall exonerate, excuse and except Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor 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, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Lessor has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire Agreement are reasonable.

28. **Severability**. If any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire Agreement between Lessor and Lessee.

29. **No Partnership**. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, association, trust, mining partnership or other entity, whether for state law, federal income tax purposes or otherwise.

30. **Survival**. All covenants, representations, indemnities, payment obligations, restoration obligations and environmental remediation obligations of Lessee in this Agreement shall survive the expiration or termination of this Agreement.

31. **Captions**. The captions and headings used herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK/SIGNATURES ON FOLLOWING PAGE]

Contemporaneously with their execution and delivery of this Second Amendment, Lessor and Lessee shall execute a recording memorandum that is substantially identical in form and substance to that attached hereto as Exhibit "F" (the "Memorandum") for purposes of conferring constructive public notice of the existence of this Second Amendment. Except as may be required by applicable law or as mutually agreed in writing by the Parties, neither Party shall file of record in any county or other public records this Second Amendment, a copy thereof or any portion thereof (other than the Memorandum).

IN WITNESS WHEREOF, this Agreement is executed as of the respective dates of the acknowledgments below, and dated as of the date first above written, but effective for all purposes as of the Second Amendment Effective Date.

LESSOR:

CITY OF MIDLAND, TEXAS

By:_____
Name:_____
Title:_____

LESSEE:

FELIX WATER, LLC

By:_____
Name:_____
Title:_____

List of Exhibits:

Exhibit "A"	**The Leased Premises**
Exhibit "B"	**The Preapproved Easement Route**
Exhibit "C"	**Wellbore Specifications**
Exhibit "D"	**Existing Roadways**
Exhibit "E"	**Insurance Requirements**
Exhibit "F"	**Form of Memorandum**

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

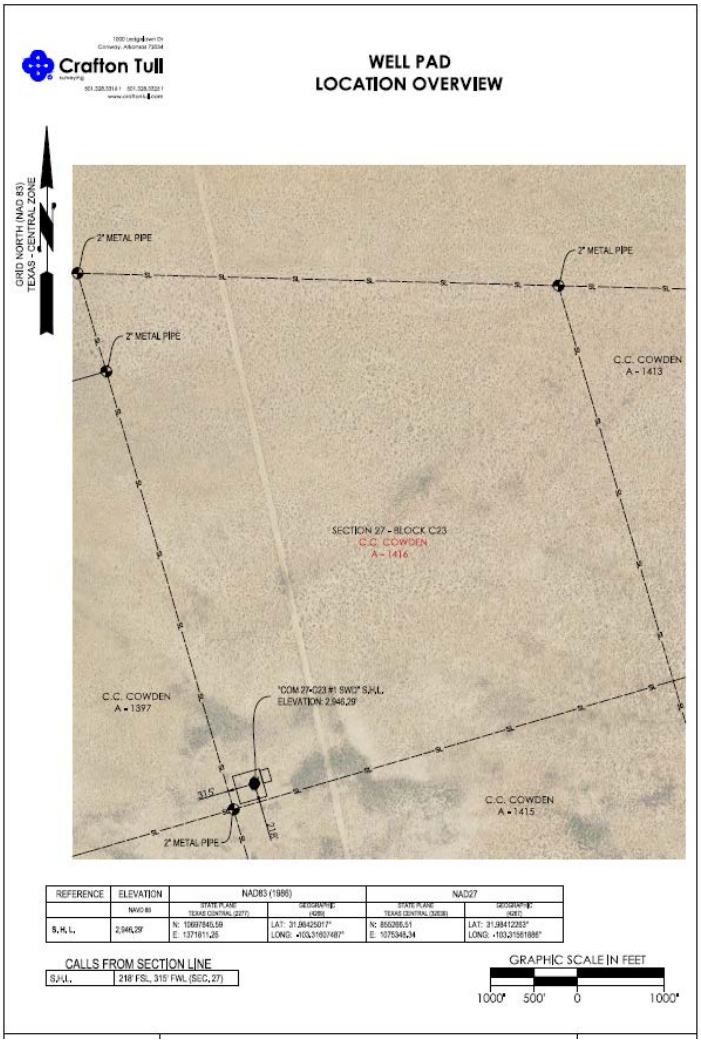
This instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Felix Water, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public – State of _____

EXHIBIT "A"

The Leased Premises

COM 27-C23 #1 SWD



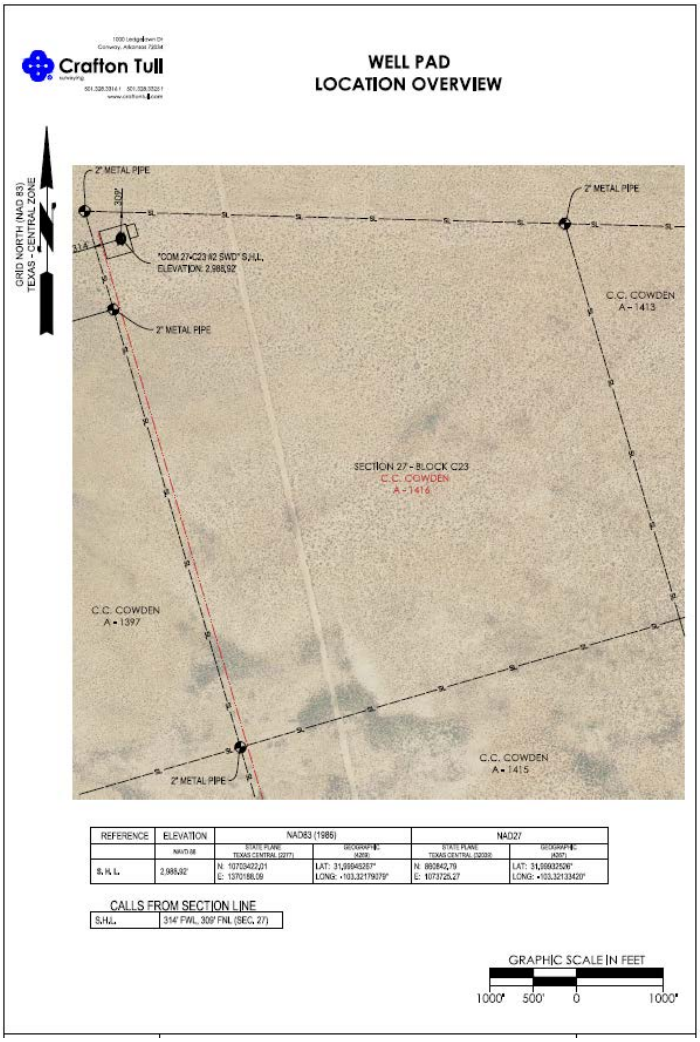
"COM 27 - C23 #1 SWD" PROPOSED SWD PAD:

A METES AND BOUNDS DESCRIPTION OF A PROPOSED WELL PAD IN, OVER, ACROSS, AND THROUGH SECTION 27, BLOCK C23, WINKLER COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 1416, C. C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH METAL PIPE, AT THE SOUTHWEST CORNER OF SECTION 27, BLOCK C23, WINKLER COUNTY, TEXAS; THENCE N 51°47'26" E A DISTANCE OF 102.45 FEET TO THE POINT OF BEGINNING;

THENCE N 16°12'26" W A DISTANCE OF 330.00 FEET TO A POINT;
THENCE N 73°47'34" E A DISTANCE OF 320.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 25.00 FEET TO A POINT;
THENCE N 73°47'34" E A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 150.00 FEET TO A POINT;
THENCE S 73°47'34" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 155.00 FEET TO A POINT;
THENCE S 73°47'34" W A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

COM 27-C23 #2 SWD



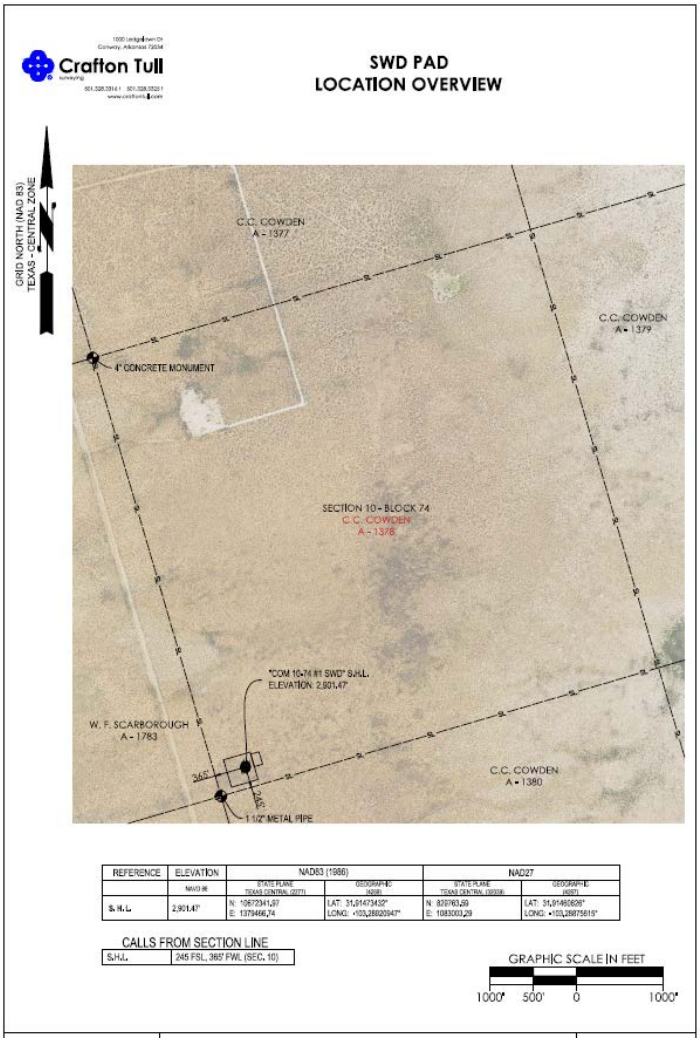
"COM 27-C23 #2 SWD PROPOSED SWD PAD:

A METES AND BOUNDS DESCRIPTION OF A PROPOSED SWD PAD IN, OVER, ACROSS, AND THROUGH SECTION 27, BLOCK C23, WINKLER COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 1416, C.C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH METAL PIPE, AT THE NORTHWEST CORNER OF SECTION 27, BLOCK C23, WINKLER COUNTY, TEXAS; THENCE S 35°18'57" E A DISTANCE OF 290.50 FEET TO THE POINT OF BEGINNING;

THENCE N 73°47'34" E A DISTANCE OF 320.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 25.00 FEET TO A POINT;
THENCE N 73°47'34" E A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 150.00 FEET TO A POINT;
THENCE S 73°47'34" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°12'26" E A DISTANCE OF 155.00 FEET TO A POINT;
THENCE S 73°47'34" W A DISTANCE OF 320.00 FEET TO A POINT;
THENCE N 16°12'26" W A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

COM 10-74 #1 SWD



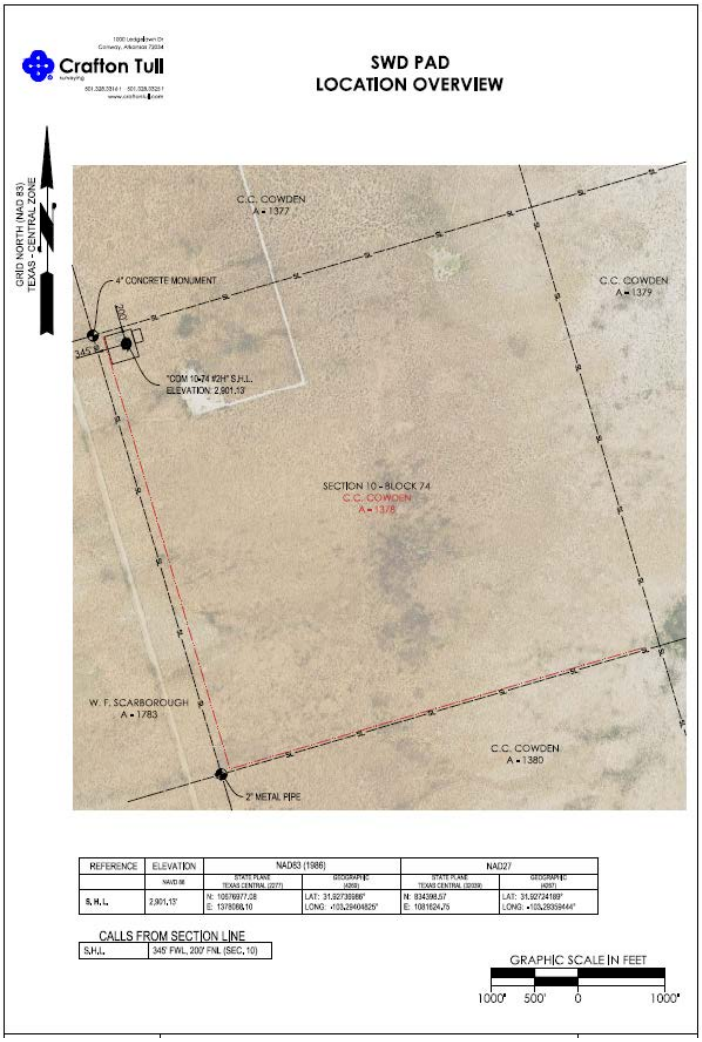
"COM 10-74 #1 SWD" PROPOSED SWD PAD:

A METES AND BOUNDS DESCRIPTION OF A PROPOSED SWD PAD IN, OVER, ACROSS, AND THROUGH SECTION 10, BLOCK 74, WINKLER COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 1378, C. C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 1/2 INCH METAL PIPE, AT THE SOUTHWEST CORNER OF SECTION 10, BLOCK 74, WINKLER COUNTY, TEXAS; THENCE N 49°30'36" E A DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING;

THENCE N 16°19'37" W A DISTANCE OF 330.00 FEET TO A POINT;
THENCE N 73°40'23" E A DISTANCE OF 320.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 25.00 FEET TO A POINT;
THENCE N 73°40'23" E A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 150.00 FEET TO A POINT;
THENCE S 73°40'23" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 155.00 FEET TO A POINT;
THENCE S 73°40'23" W A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

COM 10-74 #2 SWD



"COM 10-74 #2 SWD" PROPOSED SWD PAD:

A METES AND BOUNDS DESCRIPTION OF A PROPOSED WELL PAD IN, OVER, ACROSS, AND THROUGH SECTION 10, BLOCK 74, WINKLER COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 1378, C.C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4 INCH CONCRETE MONUMENT, AT THE NORTHWEST CORNER OF SECTION 10, BLOCK 74, WINKLER COUNTY, TEXAS; THENCE S 84°32'53" W A DISTANCE OF 134.61 FEET TO THE POINT OF BEGINNING;

THENCE N 73°40'23" E A DISTANCE OF 320.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 25.00 FEET TO A POINT;
THENCE N 73°40'23" E A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 150.00 FEET TO A POINT;
THENCE S 73°40'23" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 16°19'37" E A DISTANCE OF 155.00 FEET TO A POINT;
THENCE S 73°40'23" W A DISTANCE OF 320.00 FEET TO A POINT;
THENCE N 16°19'37" W A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Preapproved Easement Route

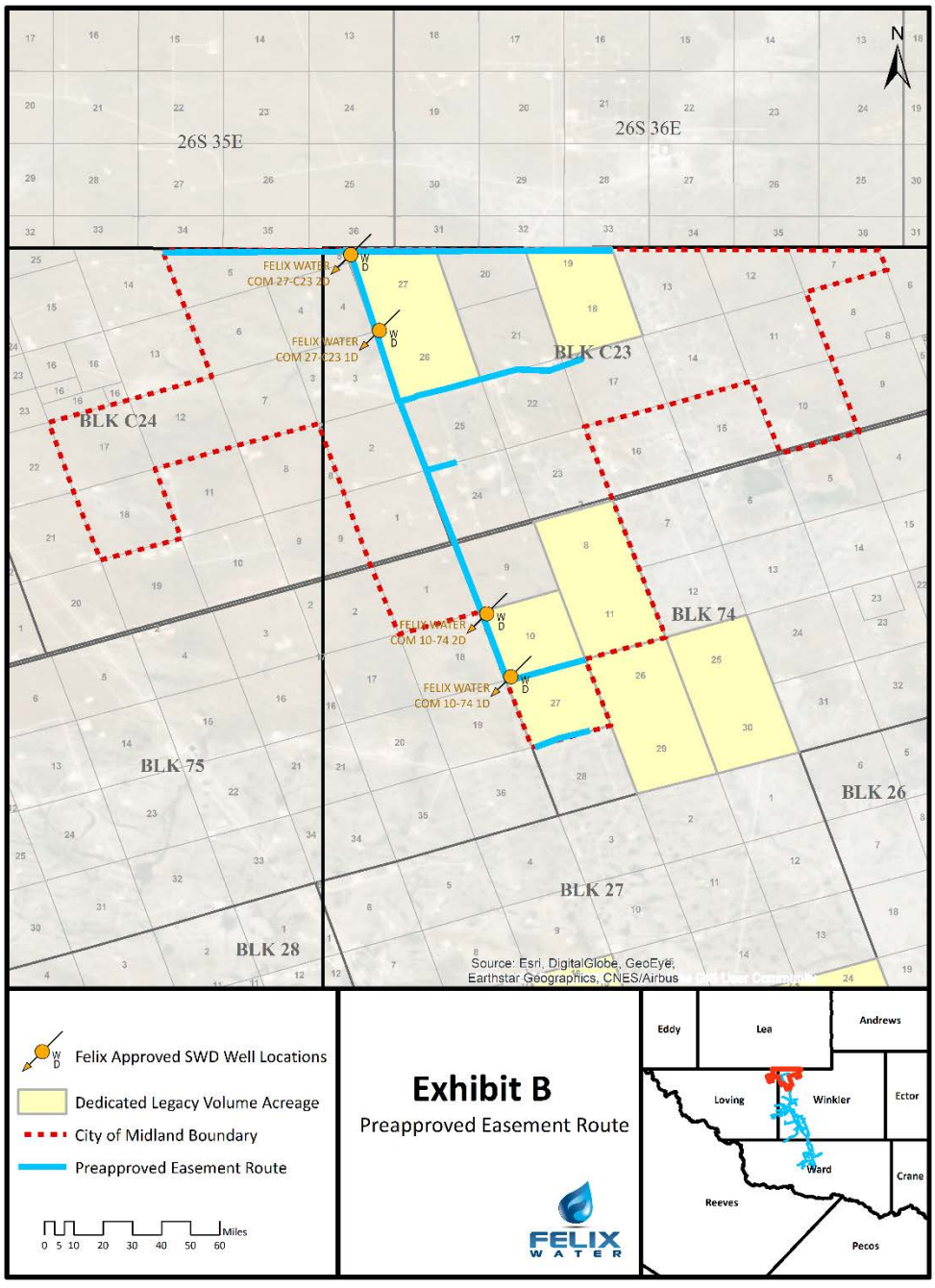


EXHIBIT "B"

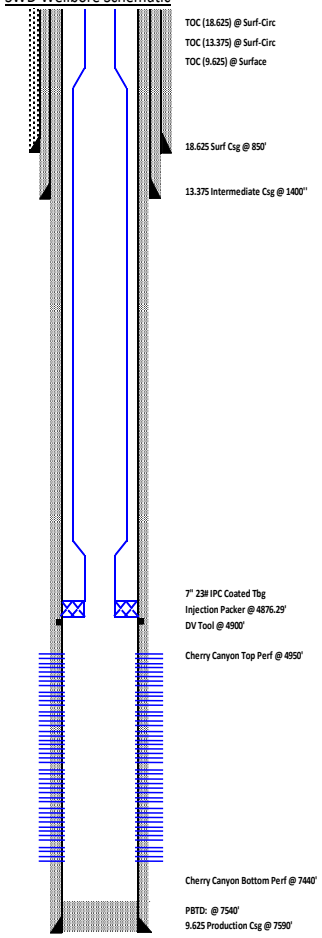
Facility Name	Block - Section	Dimensions	Center of Facility Location within Section	Length of Segment
Segment S5	Block C-24, Section 5	30'	15' FNL of Section 5	11,100'
Segment S20	Block C-23, Section 20	30'	15' FNL of Section 20	5,560'
Segment S19	Block C-23, Section 19	30'	15' FNL of Section 19	5,560'
Segment S17	Block C-23, Section 17	30'	100' FNL of Section 17	1,420'
Segment S22	Block C-23, Section 22	30'	200' FNL of Section 22	3,000'
Segment S21	Block C-23, Section 21	30'	100' FSL of Section 21	2,400'
Segment S24	Block C-23, Section 24	30'	15' FWL of Section 24	5,300'
Segment S25-1	Block C-23, Section 25	30'	15' FWL of Section 25	5,280'
Segment S25-2	Block C-23, Section 25	30'	15' FSL of Section 25	1,900'
Segment S26-1	Block C-23, Section 26	30'	15' FWL of Section 26	5,280'
Segment S26-2	Block C-23, Section 26	30'	50' FSL of Section 26	5,280'
Segment S27-1	Block C-23, Section 27	30'	50' FWL of Section 27	6,400'
Segment S27-2	Block C-23, Section 27	30'	15' FNL of Section 27	5,550'
Segment S9	Block 74, Section 9	30'	50' FWL of Section 9	5,280'
Segment S10-1	Block 74, Section 10	30'	50' FWL of Section 10	5,280'
Segment S10-2	Block 74, Section 10	30'	50' FSL of Section 10	5,280'
Segment S27	Block 74, Section 27	30'	300' FSL of Section 27	3,750'

Notwithstanding anything to the contrary depicted in this Exhibit "B" or contained elsewhere in this Agreement, the City of Midland, Texas does not grant and does not purport to grant any rights in, on or across any lands not owned by the City of Midland, Texas.

EXHIBIT "C"

Wellbore Specifications

SWD Wellbore Schematic



FELIX WATER				WELL NAME:	COM 27-C23 #2			Well #:		FIELD:			Field No.			
				STATE:	Texas			COUNTY:	Ward		SRF LOC:					
				API NO:				SPUD DATE:			BHL:					
				PBTD:	7540'			TD DATE:			FORMATION:	Bell-Cherry Canyon				
				TD:	7,590'	TVD:	7,590'	CMPL DATE:			ELEVATION:	2750'	2,770.00' KB			
PIPE RECORD										HOLE DATA		CEMENT DATA				
	OD	GRADE	THD	WEIGHT (ppf)	TOP	BTM	# JTS			BIT SIZE	DEPTH	SX	YIELD (cu ft/sk)	Wt. (ppg)		TOC
Surf Csg	18.625"	J-55	STC	88#	0'	850'				22.000"	850'	980	1.33	14.8	Lead Class C	Surf-Circ
Intermediate Csg	13.375"	J-55	BTC	54.5#	0'	1400'				17.500"	1400'	280	2.42	11.8	Lead Class C	Surf-Circ
												360	1.33	14.8	Tail Class C	
Production Csg	9.625"	HCL-80	BTC	40#	0'	7590'				12.250"	7590'	720	2.42	11.8	Lead Class C	Surface
												190	1.33	14.8	Tail Class C	
					DV Tool	4900'	0.645586298					390	2.28	11.9	Lead Class H	DV
												240	1.18	15.6	Tail Class H	
Tubing	7.000"	J-55	LTC	23#	0'	4775'										

Formation	Top Perf	Btm Perf	Net Feet	JSPF	Holes	Top Perf	Btm Perf	Net Feet	JSPF	Holes	Top Perf	Btm Perf	Net Feet	JSPF	Holes
Bell-Cherry Canyon	4950			6					6					6	
Bell-Cherry Canyon

Exhibit "D"

Existing Roadways

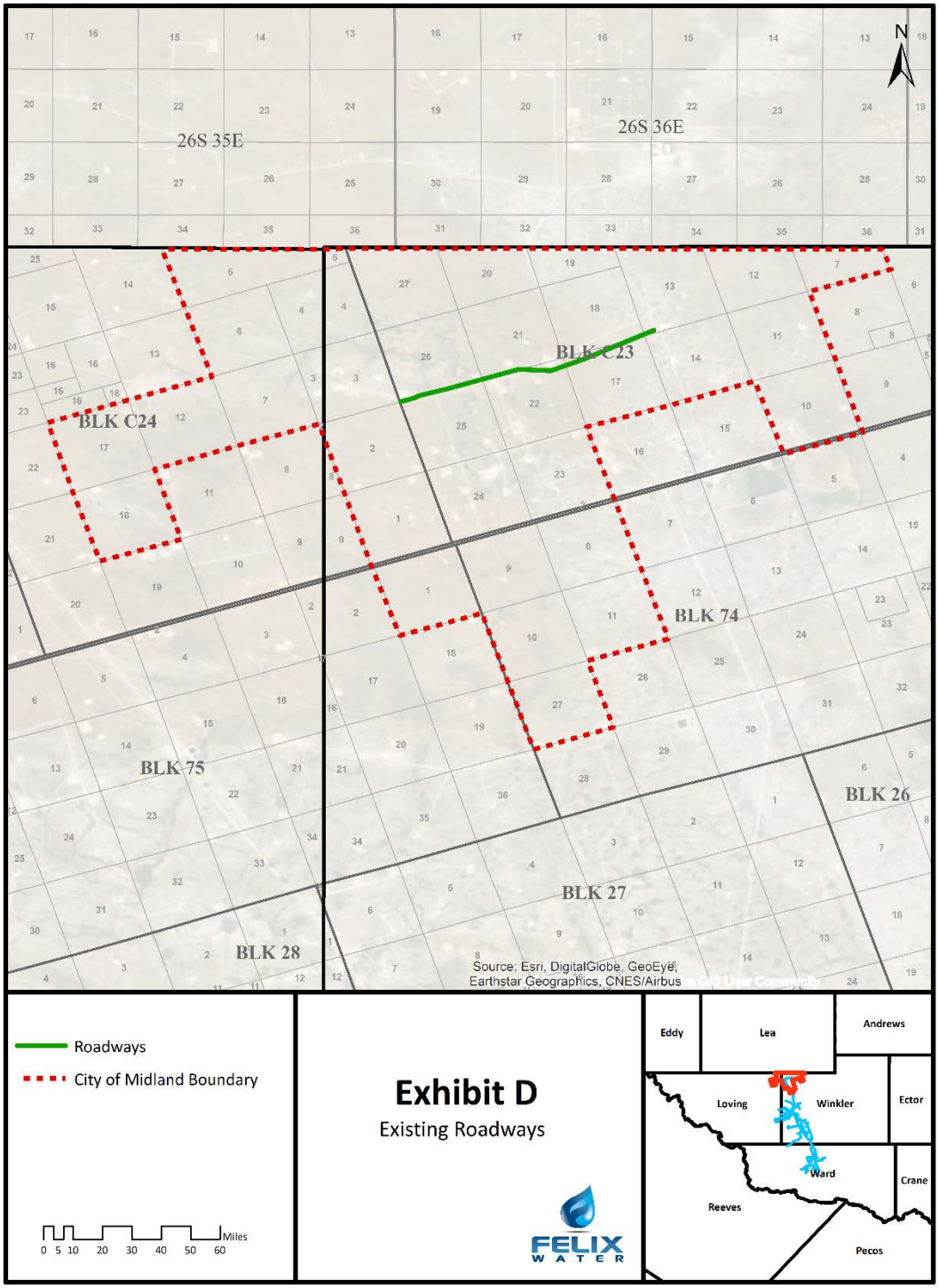


Exhibit "E"

Insurance Requirements

Lessee shall maintain adequate insurance to cover any and all damages arising in connection with its operations on the Subject Lands, and Lessee shall in any event maintain insurance meeting the following minimum requirements:

Comprehensive 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:	$25,000,000.00 each occurrence $25,000,000.00 aggregate

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 Lessor as an additional insured and all insurance shall waive subrogation in favor of Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement.

The Business Automobile Liability insurance provided by Lessee 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 Agreement.

All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name Lessor as an additional insured. All insurance required pursuant to this Agreement, including Workers' Compensation Insurance, shall provide for a waiver of subrogation as to Lessor.

The Parties agree that, prior to the execution of this Agreement, Lessee shall provide one or more certificates of insurance showing that these insurance requirements have been met, and specifically containing, without limitations, the following endorsement substantially in the following form:

> ***"The City of Midland is included as an additional insured on all policies except for Workers' Compensation. Felix Water, LLC 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."***

Lessor shall be provided the notice by Lessee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Lessee 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 minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of Lessor and policies that name Lessor as an additional insured (except Workers' Compensation).

Exhibit "F"

Form of Memorandum

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF SECOND AMENDMENT AND RESTATEMENT OF PRODUCED WATER DISPOSAL SITE LEASE AGREEMENT

STATE OF TEXAS	§
	§
COUNTIES OF LOVING AND	§
WINKLER	§

This Memorandum of Second Amendment and Restatement of Produced Water Disposal Site Lease Agreement (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, a home rule municipal corporation, whose address is 300 N. Loraine, Midland, Texas 79701, Attention: Right-of-Way Manager ("Lessor"), and FELIX WATER, LLC, a Delaware limited liability company, whose address is 1530 16th Street, Suite 500, Denver, Colorado 80202 ("Lessee").

WITNESSETH:

Lessor and Lessee are parties to that certain Produced Water Disposal Site Lease Agreement dated effective as of December 11, 2018, recorded by Memorandum of Produced Water Disposal Site Lease Agreement as Instrument C27901 in the Official Public Records of Winkler County, Texas (the "Lease Agreement"), which pertains to the surface estate of Sections 8, 9, 10, 11 and 27, Block 74, PSL Survey, Winkler County, Texas, and Sections 18, 19, 21, 24, 25, 26 and 27, Block C-23, PSL Survey, Winkler County, Texas (collectively, the "Subject Lands").

Lessor and Lessee are also parties to that certain First Amendment to Produced Water Disposal Site Lease Agreement dated on or about March 21, 2019, but effective as of December 11, 2018, recorded by Memorandum of First Amendment to Produced Water Disposal Site Lease Agreement as Instrument C28893 in the Official Public Records of Winkler County, Texas (the "First Amendment"), under which Lessor and Lessee amended certain terms and provisions contained in the Lease Agreement.

Lessor and Lessee have now entered into that certain Second Amendment and Restatement of Produced Water Disposal Site Lease Agreement dated on or about _____ ____, 2020, but effective as of _____ __, 2020 (the "Second Amendment"), under which Lessor and Lessee further amended certain terms and provisions contained in the Lease Agreement, expanded the definition of "Subject Lands" so that the following lands are now subject to the Lease Agreement, as amended: Section 1, Block 75, PSL Survey, Winkler County, Texas, Sections 1, 2, 3, 4, 5, 6, 7, 12, 17 and 18, Block C-24, PSL Survey, Loving and Winkler Counties, Texas, Sections 8, 9, 10, 11 and 27, Block 74, PSL Survey, Winkler County, Texas, and Sections 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block C-23, PSL Survey, Winkler County, Texas, and restated the Lease Agreement, as amended.

Lessor and Lessee are executing this Memorandum for the purpose of placing the same of record in the above-referenced Counties, and in order to constitute constructive notice to all third parties dealing

with Lessor and/or Lessee of the existence of the Lease Agreement, the First Amendment, the Second Amendment and the rights and obligations contained therein. In the event of any conflict between the terms of this Memorandum and the Second Amendment, the terms of the Second Amendment shall control.

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.

LESSOR:

CITY OF MIDLAND, TEXAS

By:_____
Name:_____
Title:_____

LESSEE:

FELIX WATER, LLC

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Felix Water, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public – State of _____

City Council Meeting

Item Number: 24

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Curly Fry Holdings, LLC d/b/a Murray's Deli, is requesting to amend the current Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Murray's Deli, located at 3211 West Wadley, Suite #24.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property is located at 3211 West Wadley, Suite #24 in the, Regional Retail District. The zoning to the north is PD, Planned District for a Shopping Center (Ordinance No. 8287), with an underlying zoning of RR, Regional Retail District, and SF-2, Single Family Dwelling District, and the locations of an undeveloped lot and single-family homes, respectively. The zoning to the east is PD, Planned District for a Housing Development and the location of residences. The zoning to the south is SF-2, Single Family Dwelling District and the location of single-family homes. The zoning to the west is RR, Regional Retail District, and the location of the Imperial Shopping Center, which includes Walgreens.

Analysis:

The property is located in the RR, Regional Retail District, which allows for the sale of all alcoholic beverages for on-premises consumption with a Specific Use Designation with Term.

Murray's Deli, has an active Specific Use Designation with Term for the sale of beer and wine for on-premises consumption in a restaurant (Ordinance No. 7215). This Specific Use Designation with Term was approved on January 12, 1993, allowing for the following alcoholic serviceable hours of:

Monday through Saturday from 10:30 a.m. to 12:00 a.m. (midnight)
Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

Murray's Deli is currently in operation. The floor plan attached hereto a "Exhibit A" illustrates that the establishment has a total square footage of 4,800 square feet, with an alcohol serviceable area of 3,120 square feet.

The applicant is now requesting an amendment to the current Specific Use Designation with Term for a restaurant due to a change of ownership. The new proposed days and hours of operation for the restaurant are the following:

Monday through Friday from 11:00 a.m. to 8:00 p.m.
Saturday from 11:00 a.m. to 3:00 p.m.

The applicant is requesting the same days and hours for alcohol service.

Per Midland City Code, Section 5-4-4 Prohibited Places of Business.

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of this site. The nearest residential structures are approximately 160 linear feet northeast of the establishment.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection to zone change.

Fire: (Approved)

No objection.

Code Administration: (Approved)

No objection.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 7-Central District Plan, Goal 1, “Establish Downtown Midland as a regional destination.” (Tall City Tomorrow page 137) Murray’s Deli is a destination where Midland residents can gather and socialize.

This request was recommend for approval at the November 2, 2020 Planning and Zoning Commission meeting. This request was approved at the November 3, 2020 City Council meeting with the amendment that the alcohol service hours be changed to 11 AM to 10 PM on Mondays through Sundays.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the following conditions A through E.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 3,120-square feet, as shown in Exhibit A.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the permitted hours of the sale of all alcoholic beverages shall be limited to:**

Monday through Friday from 11:00 a.m. to 8:00 p.m.
Saturday from 11:00 a.m. to 3:00 p.m.

D. **That the sale and on-premises consumption of all alcoholic beverages shall conform to all applicable state and local laws.**

E. **That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.**

Letters of Objection:

As of October 28, 2020, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
Ordinances No. 7215

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 4,800-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 4,800-square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Blocks 1 and 2, Imperial Heights Addition, City and County of Midland, Texas (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 3,120 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 Sunday through Saturday from 11:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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 __3rd__ day of __November__, A.D., 2020; and passed to second reading on motion of Council member ____Robnett____, seconded by Council member _____Blong_____, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Ladd, Norman

Council members voting "ABSTAIN": Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "ABSTAIN": Dufford

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROJECT LOCATION
3211 W Wadley Ave # 24,
Midland, TX 79705

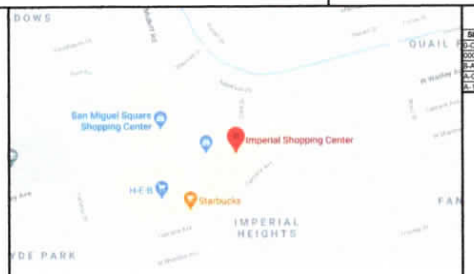


IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

IMPERIAL SHOPPING CENTER MIDLAND, TEXAS

Landlord:
IMPERIAL SHOPPING CENTER, INC.
3211 W Wadley Ave # 9A, Midland, TX 79705
Landlord Contact:
Cassidy Remley
Phone: (432) 697-6401
Email:cassidy@imperialshoppingcenter.com

Tenant:
MURRAY'S DELI
3211 W Wadley Ave #24, Midland, TX 79705
Tenant Contact:
Betsy Wells
Phone: (432) 234-4049
Email:betsywells@vastenergypartners.com



PROJECT LOCATION

Sheet List

Sheet Number	Sheet Name
G-Cover	
000	COVER SHEET
EA-Architecture	
A-000	CODE INFORMATION
A-101	FLOOR PLAN AREA "A"

H3 DIGITAL DESIGN

H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4669
@h3ddwtx.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

COVER SHEET

Project no. H3C20020
scale:
date: 10.5.2020

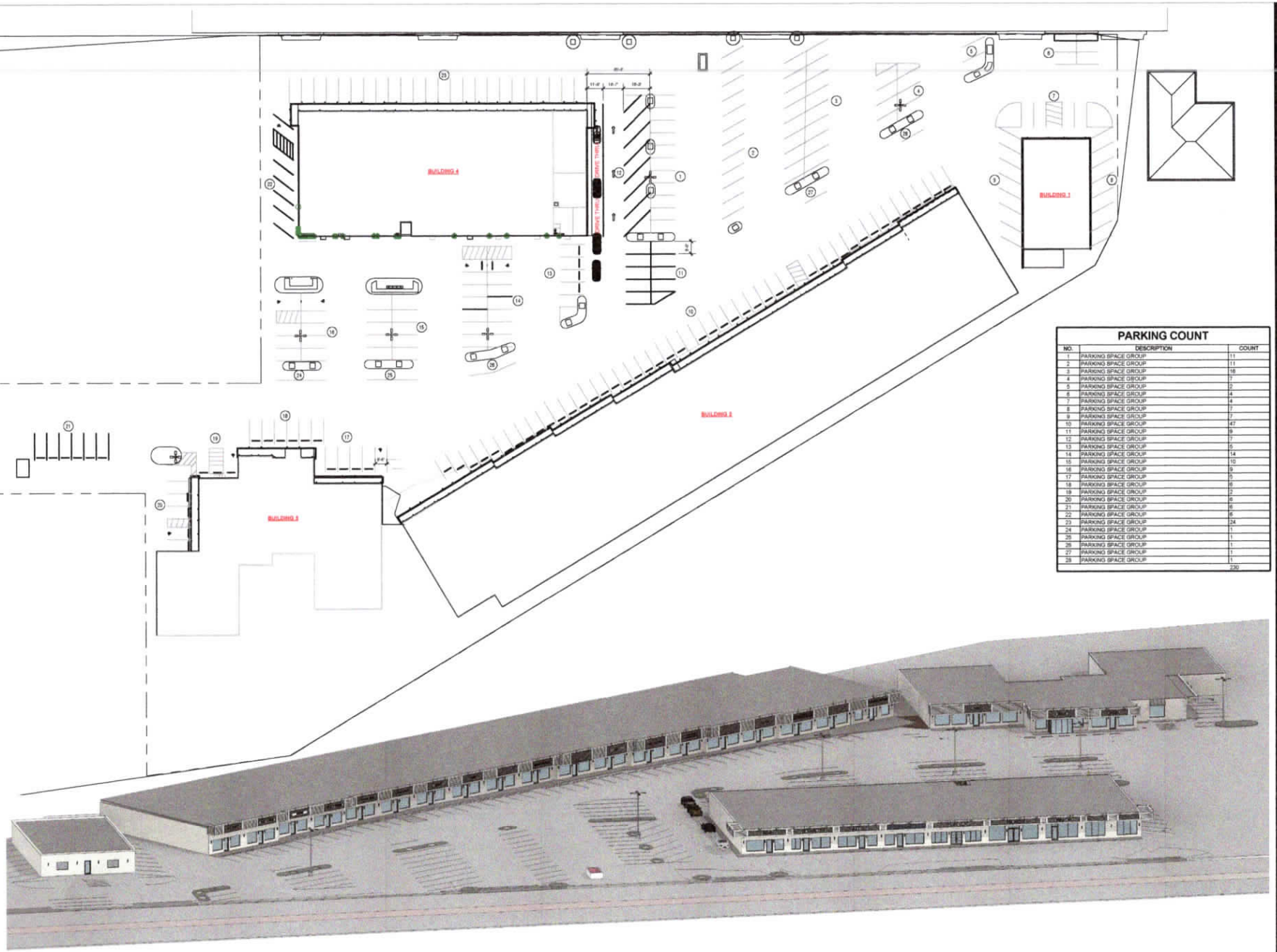
Revisions

NO	DATE	DESCRIPTION

PERMIT/PRICING

000

EXHIBIT "A"



1 SITE PLAN
1" = 30'-0"

2 3D BIRDS EYE

PARKING COUNT

NO.	DESCRIPTION	COUNT
1	PARKING SPACE GROUP	11
2	PARKING SPACE GROUP	11
3	PARKING SPACE GROUP	16
4	PARKING SPACE GROUP	7
5	PARKING SPACE GROUP	2
6	PARKING SPACE GROUP	4
7	PARKING SPACE GROUP	4
8	PARKING SPACE GROUP	7
9	PARKING SPACE GROUP	7
10	PARKING SPACE GROUP	47
11	PARKING SPACE GROUP	9
12	PARKING SPACE GROUP	7
13	PARKING SPACE GROUP	5
14	PARKING SPACE GROUP	14
15	PARKING SPACE GROUP	10
16	PARKING SPACE GROUP	9
17	PARKING SPACE GROUP	5
18	PARKING SPACE GROUP	6
19	PARKING SPACE GROUP	7
20	PARKING SPACE GROUP	6
21	PARKING SPACE GROUP	6
22	PARKING SPACE GROUP	6
23	PARKING SPACE GROUP	24
24	PARKING SPACE GROUP	1
25	PARKING SPACE GROUP	1
26	PARKING SPACE GROUP	1
27	PARKING SPACE GROUP	1
28	PARKING SPACE GROUP	1
		230

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS. 79701
432.556.4858
@h3dwfs.com

CLIENT

MURRAYS DELI
EXISTING FLOOR
PLAN
IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave #
24, Midland, TX 79705

SITE PLAN

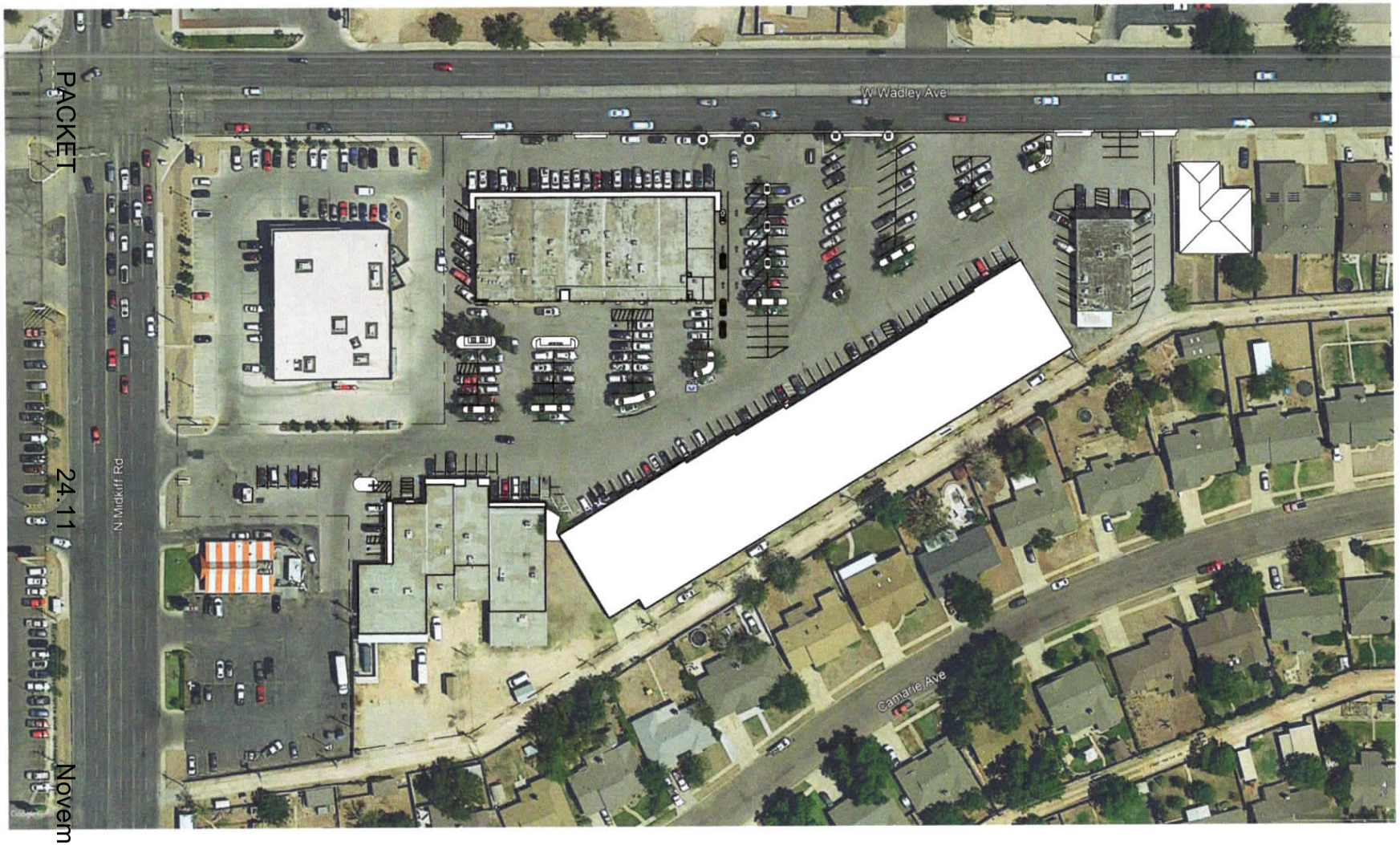
Project no.
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date: Issue Date

Revisions

NO	DATE	DESCRIPTION

Project Status

C-101



1 SITE PLAN
1" = 40'-0"

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4888
h@h3dwtx.com

CLIENT

MURRAYS DELI
EXISTING FLOOR PLAN
IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24, Midland, TX 79705

SATELLITE VIEW

Project no.
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date: Issue Date

Revisions

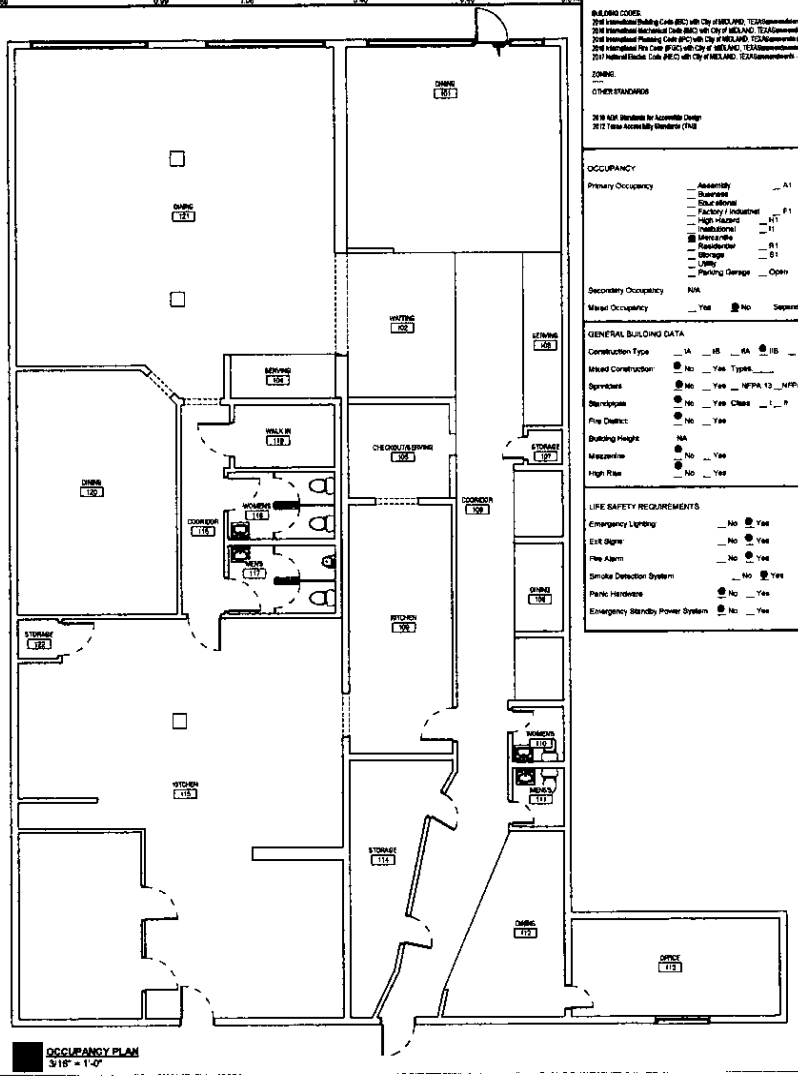
NO.	DATE	DESCRIPTION

Project Status

C-102

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs: Area	Room Calcs: SF Per Person	Room Capacity	Male Water Closet Load	Plumbing Loads: Required WC (Male)	Female Water Closet Load	Plumbing Loads: Required WC (Female)	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads: Required Male Lavs	Drinking Fountain Load	Plumbing Loads: Required Drinking Fountains
LEVEL 1	101	DINING	362	15	26	75	0.17	75	0.17	200	0.06	200	0.06	500	0.005
LEVEL 1	102	WAITING	138	7	20	100	0.06	85	0.15	200	0.05	200	0.05	500	0.040
LEVEL 1	103	SERVING	68	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.000
LEVEL 1	104	SERVING	40	200	1	75	0.00	75	0.00	200	0.00	200	0.00	500	0.000
LEVEL 1	105	CHECKOUT/SERVING	84	15	3	500	0.00	500	0.00	750	0.00	750	0.00	1000	0.000
LEVEL 1	106	COORIDOR	414	0		0		0		0		0		0	
LEVEL 1	107	STORAGE	10	300	1	100	0.00	100	0.00	100	0.00	100	0.00	1000	0.000
LEVEL 1	108	DINING	98	15	7	75	0.05	75	0.05	200	0.02	200	0.02	500	0.014
LEVEL 1	109	KITCHEN	223	200	2	75	0.01	75	0.01	100	0.00	200	0.00	500	0.000
LEVEL 1	110	WOMENS	24												
LEVEL 1	111	MENS	26												
LEVEL 1	112	DINING	149	15	10	75	0.07	75	0.07	200	0.03	200	0.03	500	0.021
LEVEL 1	113	OFFICE	175												
LEVEL 1	114	STORAGE	139												
LEVEL 1	115	KITCHEN	1066	200	6	75	0.04	75	0.04	200	0.01	200	0.01	500	0.012
LEVEL 1	116	COORIDOR	81	0		0		0		0		0		0	
LEVEL 1	117	MENS	63												
LEVEL 1	118	WOMENS	62												
LEVEL 1	119	WALK IN	56	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.000
LEVEL 1	120	DINING	332	15	23	75	0.15	75	0.15	200	0.05	200	0.05	500	0.040
LEVEL 1	121	DINING	864	15	58	75	0.40	75	0.40	200	0.15	200	0.15	500	0.116
LEVEL 1	122	STORAGE	14	200	1	100	0.00	100	0.00	100	0.00	100	0.00	1000	0.001
			4646		169		0.99		1.06		0.40		0.40		0.314



OCCUPANCY PLAN
3/16" = 1'-0"

BUILDING CODE SUMMARY

Name of Project: TEA 2 GO
Address: 3211 W WADLEY AVE SUITE 19 MIDLAND, TEXAS
Proposed Use
Owner or Authorized Agent: Phone
Owned By: City / County ● Private TX State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: ----
Land Use: ----
Lot Acres: **** acres (MIDLAND, TEXAS #)
Building Footprint Area
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS

Construction shall apply to accepted mechanical, electrical plumbing as required by occupancy

APPLICABLE CODES / ORDINANCES

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Mechanical Code (IMC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Plumbing Code (IPC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Fire Code (IFC) with City of MIDLAND, TEXASamendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASamendments - Ordinance

ZONING

OTHER STANDARDS

2010 ADA Standards for Accessible Design
2012 Texas Accessibility Standards (TAS)

OCCUPANCY

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5; __ Business; __ Educational; __ Factory / Industrial __ F1 __ F2; __ High Hazard __ H1 __ H2 __ H3 __ H4; __ Institutional __ I1 __ I2 __ I3 __ I4; ■ Mercantile; __ Residential __ R1 __ R2 __ R3 __ R4; __ Storage __ S1 __ S2 __ High-Piled; __ Utility; __ Parking Garage __ Open __ Enclosed __ Repair
Secondary Occupancy: N/A
Mixed Occupancy: __ Yes ● No Separation ● Exception __

GENERAL BUILDING DATA

Construction Type: __ 1A __ 1B __ 2A ● 2B __ 3A __ 3B __ 4V __ 5A __ 5B
Mixed Construction: ● No __ Yes Types____
Sprinklers: ● No __ Yes __ NFPA 13 __ NFPA 13R __ NFPA 13D
Standpipes: ● No __ Yes Class __ I __ II __ III __ Wet
Fire District: ● No __ Yes
Building Height: NA
Mezzanine: ● No __ Yes
High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS

Emergency Lighting: __ No ● Yes
Exit Signs: __ No ● Yes
Fire Alarm: __ No ● Yes
Smoke Detection System: __ No ● Yes
Panic Hardware: ● No __ Yes
Emergency Standby Power System: ● No __ Yes

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
203 WEST ILLINOIS
SUITE 130 MIDLAND
TEXAS, 79701
432 599 4883
h3@h3dcs.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79706

CODE INFORMATION

Project no. H3C20020
scale: As indicated
date: 10.5.2020

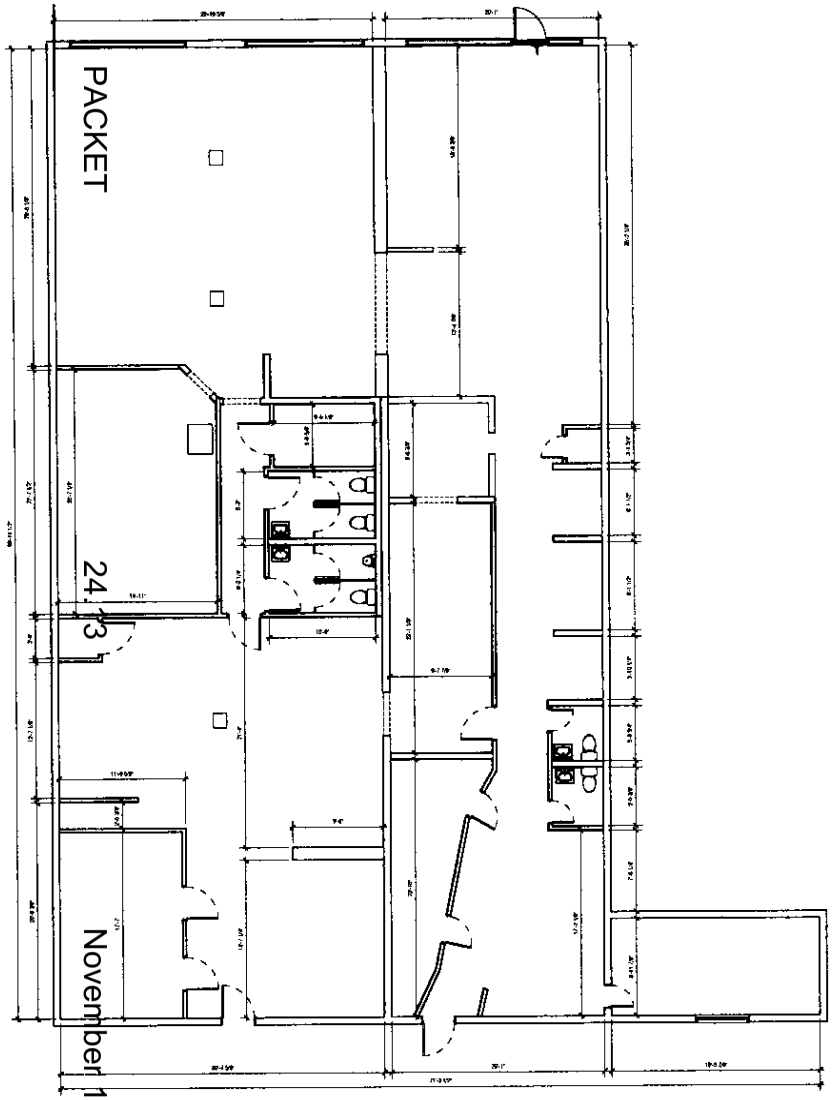
Revisions

NO	DATE	DESCRIPTION

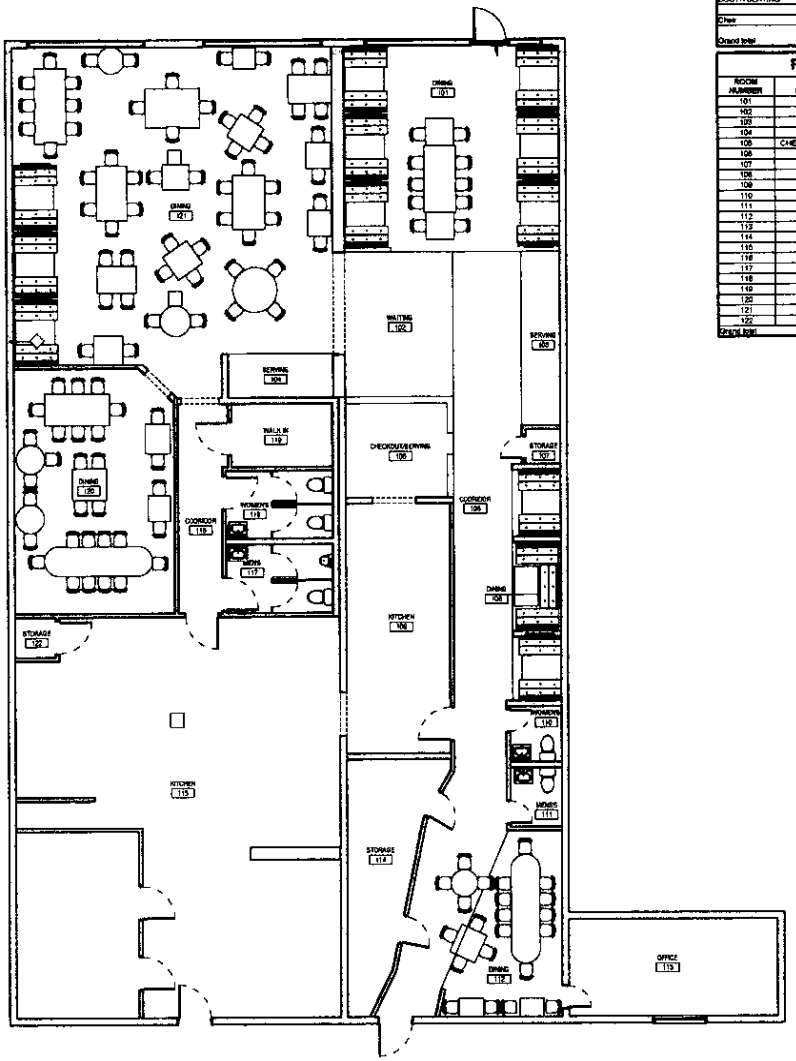
PERMIT/PRICING

A-000

PACKET 24.13 November 17, 2020



LEVEL 1 EXISTING DIMENSIONAL PLAN
3/16" = 1'-0"



LEVEL 1 EXISTING FLOOR PLAN
3/16" = 1'-0"

Seating Schedule

Description	Seating Count
BOOTH SEATING	50
	50
Other	121
	121
Grand total	171

ROOM SCHEDULE

ROOM NUMBER	ROOM NAME	Area	COMMENTS
101	DINING	382 SF	
102	WAITING	136 SF	
103	SERVING	56 SF	
104	SERVING	40 SF	
106	CHECKOUT/SERVING	84 SF	
108	CORRIDOR	414 SF	
107	STORAGE	10 SF	
109	DINING	98 SF	
108	KITCHEN	223 SF	
110	WOMEN'S	24 SF	
111	MEN'S	26 SF	
112	DINING	149 SF	
113	OFFICE	175 SF	
114	STORAGE	139 SF	
115	KITCHEN	1086 SF	
118	CORRIDOR	81 SF	
117	MEN'S	63 SF	
116	WOMEN'S	42 SF	
119	WALK IN	56 SF	
120	DINING	332 SF	
121	DINING	564 SF	
122	STORAGE	14 SF	
Grand total		4045 SF	

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 W WALL MIDLAND
SUITE 120 MIDLAND
TEXAS, 79701
432 599 4906
h3@h3dd.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

FLOOR PLAN AREA "A"

Project no. H3C20020
scale: 3/16" = 1'-0"
date: 10.5.2020

Revisions

NO.	DATE	DESCRIPTION

PERMIT/PRICING

A-101

PROJECT LOCATION
3211 W Wadley Ave # 24,
Midland, TX 79705

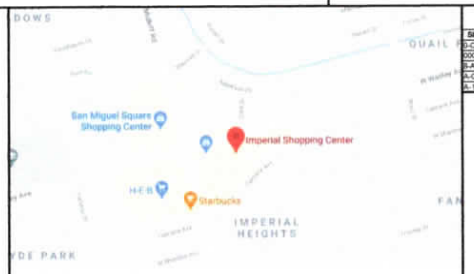


IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

IMPERIAL SHOPPING CENTER MIDLAND, TEXAS

Landlord:
IMPERIAL SHOPPING CENTER, INC.
3211 W Wadley Ave # 9A, Midland, TX 79705
Landlord Contact:
Cassidy Remley
Phone: (432) 697-6401
Email:cassidy@imperialshoppingcenter.com

Tenant:
MURRAY'S DELI
3211 W Wadley Ave #24, Midland, TX 79705
Tenant Contact:
Betsy Wells
Phone: (432) 234-4049
Email:betsywells@vastenergypartners.com



PROJECT LOCATION

Sheet List

Sheet Number	Sheet Name
G-Cover	
000	COVER SHEET
EA-Architecture	
A-000	CODE INFORMATION
A-101	FLOOR PLAN AREA "A"

H3 DIGITAL DESIGN

H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4669
@h3ddwtx.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

COVER SHEET

Project no. H3C20020
scale:
date: 10.5.2020

Revisions

NO	DATE	DESCRIPTION

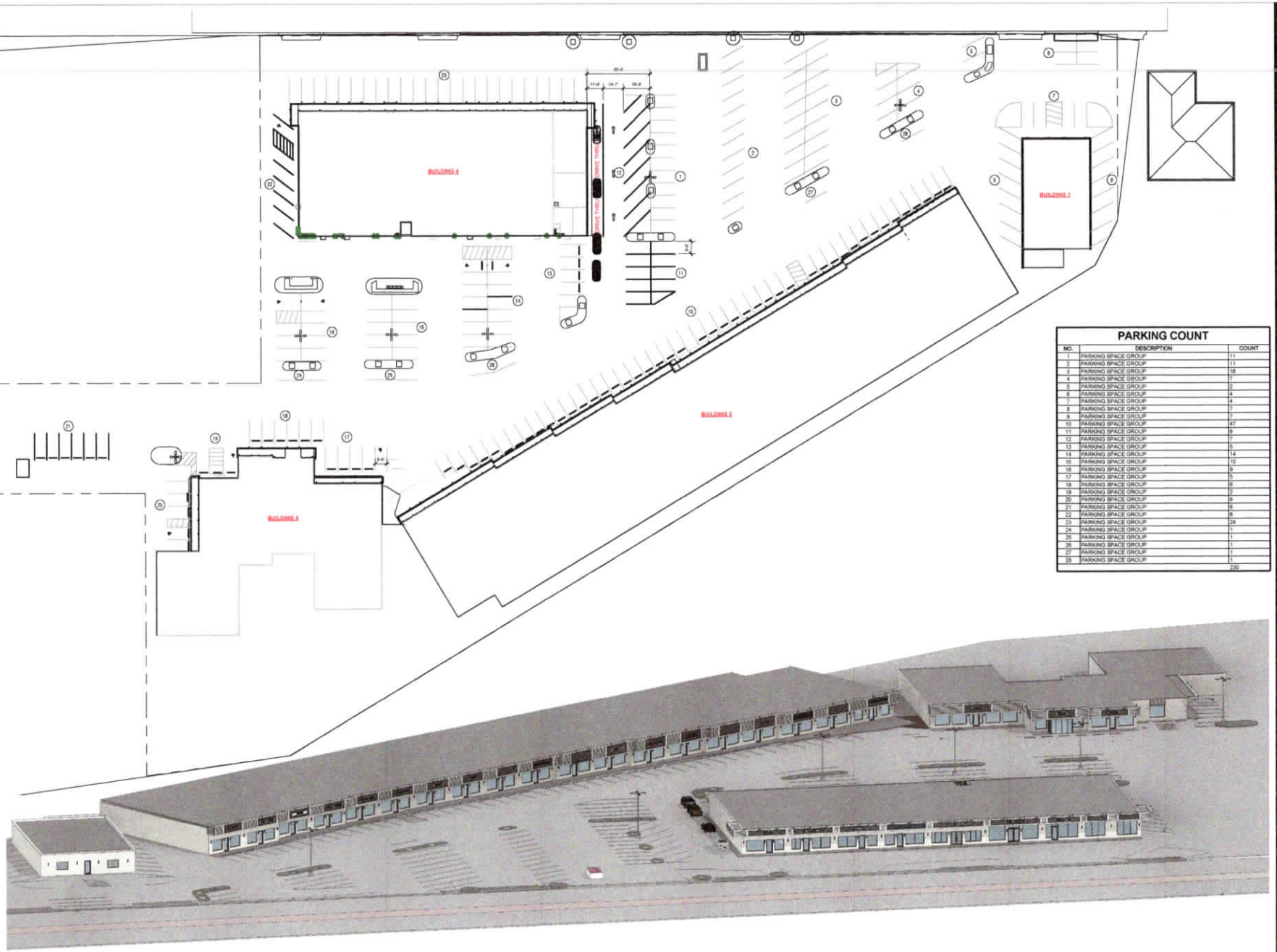
PERMIT/PRICING

000

PACKET

24.15

November 17, 2020



1 SITE PLAN
1" = 30'-0"

2 3D BIRDS EYE

PARKING COUNT

NO.	DESCRIPTION	COUNT
1	PARKING SPACE GROUP	11
2	PARKING SPACE GROUP	11
3	PARKING SPACE GROUP	16
4	PARKING SPACE GROUP	7
5	PARKING SPACE GROUP	2
6	PARKING SPACE GROUP	4
7	PARKING SPACE GROUP	4
8	PARKING SPACE GROUP	7
9	PARKING SPACE GROUP	7
10	PARKING SPACE GROUP	47
11	PARKING SPACE GROUP	9
12	PARKING SPACE GROUP	7
13	PARKING SPACE GROUP	5
14	PARKING SPACE GROUP	14
15	PARKING SPACE GROUP	10
16	PARKING SPACE GROUP	9
17	PARKING SPACE GROUP	5
18	PARKING SPACE GROUP	6
19	PARKING SPACE GROUP	7
20	PARKING SPACE GROUP	6
21	PARKING SPACE GROUP	6
22	PARKING SPACE GROUP	6
23	PARKING SPACE GROUP	24
24	PARKING SPACE GROUP	1
25	PARKING SPACE GROUP	1
26	PARKING SPACE GROUP	1
27	PARKING SPACE GROUP	1
28	PARKING SPACE GROUP	1
		230

H3 DIGITAL DESIGN

H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS. 79701
432.556.4664
@h3dwfs.com

CLIENT

MURRAYS DELI
EXISTING FLOOR
PLAN
IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave #
24, Midland, TX 79705

SITE PLAN

Project no.
scale: 1" = 30'-0" 0001
date: Issue Date

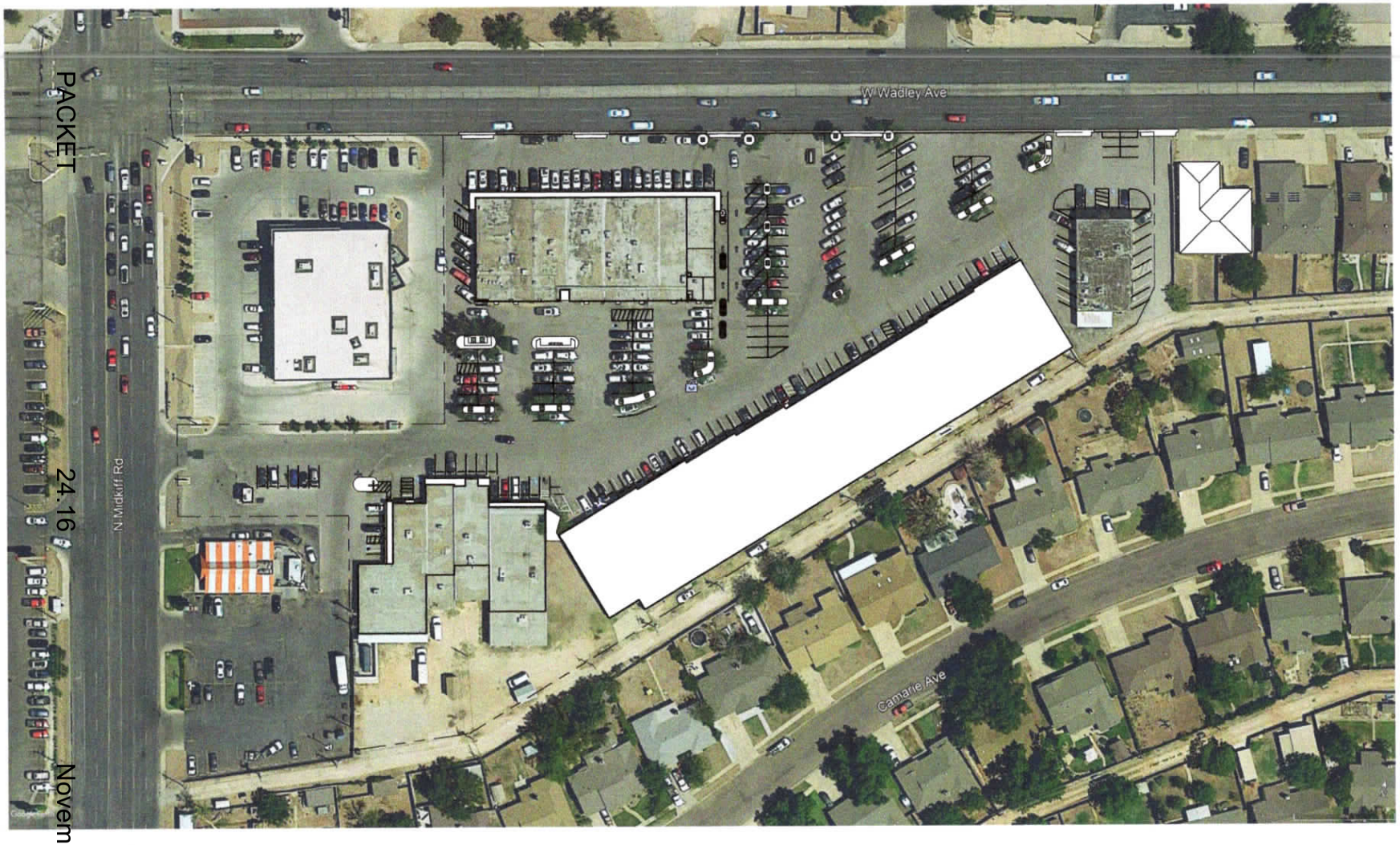
Revisions

NO	DATE	DESCRIPTION

Project Status

C-101

PACKET 24.16 November 17, 2020



1 SITE PLAN
1" = 40'-0"

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4858
h@h3dwtx.com

CLIENT

MURRAYS DELI
EXISTING FLOOR PLAN
IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24, Midland, TX 79705

SATELLITE VIEW

Project no.
scale: 1" = 40'-0" 0001
date: Issue Date

Revisions

NO.	DATE	DESCRIPTION

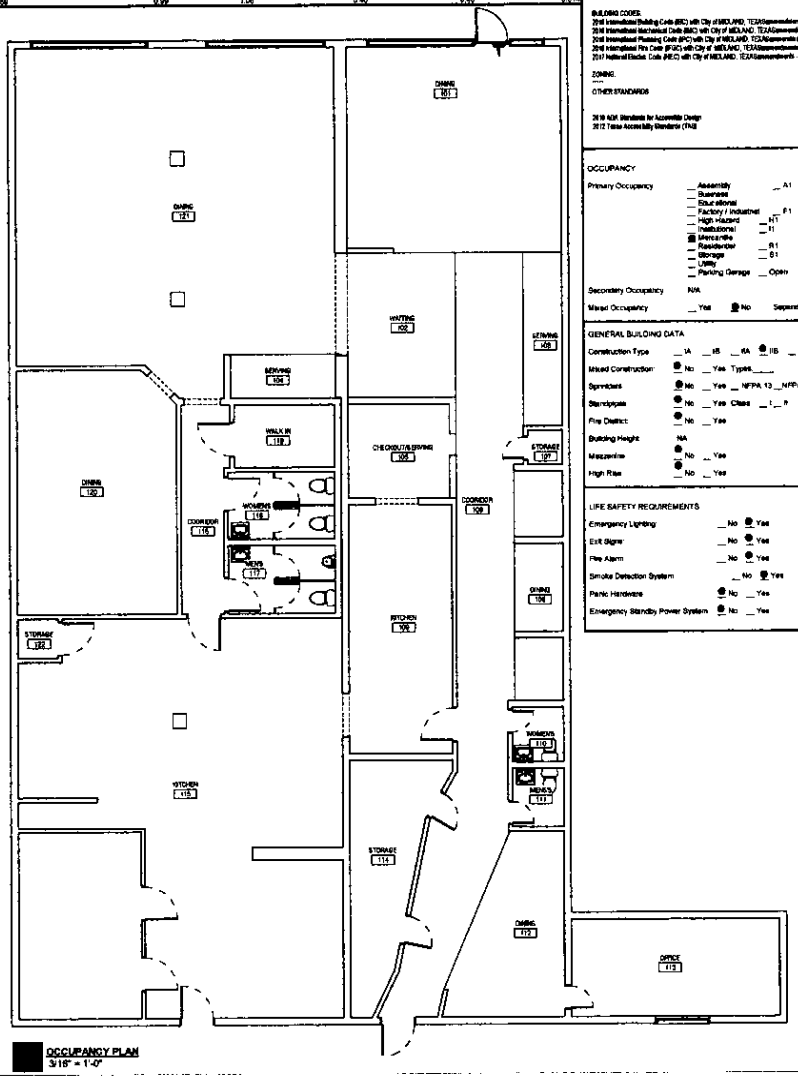
Project Status

C-102

PACKET 24.17 November 17, 2020

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs: Area	Room Calcs: SF Per Person	Room Capacity	Male Water Closet Load	Plumbing Loads: Required WC (Male)	Female Water Closet Load	Plumbing Loads: Required WC (Female)	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads: Required Male Lavs	Drinking Fountain Load	Plumbing Loads: Required Drinking Fountains
LEVEL 1	101	DINING	362	15	26	75	0.17	75	0.17	300	0.06	300	0.06	500	0.050
LEVEL 1	102	WAITING	138	7	20	100	0.06	50	0.15	200	0.05	200	0.05	500	0.040
LEVEL 1	103	SERVING	68	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.000
LEVEL 1	104	SERVING	40	200	1	75	0.00	75	0.00	200	0.00	200	0.00	500	0.000
LEVEL 1	105	CHECKOUT/SERVING	84	15	3	500	0.00	500	0.00	750	0.00	750	0.00	1000	0.000
LEVEL 1	106	COORIDOR	414	0		0		0		0		0		0	
LEVEL 1	107	STORAGE	10	300	1	100	0.00	100	0.00	100	0.00	100	0.00	1000	0.000
LEVEL 1	108	DINING	98	15	7	75	0.06	75	0.06	200	0.02	200	0.02	500	0.014
LEVEL 1	109	KITCHEN	223	200	2	75	0.01	75	0.01	100	0.00	200	0.00	500	0.000
LEVEL 1	110	WOMENS	24												
LEVEL 1	111	MENS	26												
LEVEL 1	112	DINING	149	15	10	75	0.07	75	0.07	200	0.03	200	0.03	500	0.021
LEVEL 1	113	OFFICE	175												
LEVEL 1	114	STORAGE	139												
LEVEL 1	115	KITCHEN	1066	200	5	75	0.04	75	0.04	200	0.01	200	0.01	500	0.012
LEVEL 1	116	COORIDOR	81	0		0		0		0		0		0	
LEVEL 1	117	MENS	63												
LEVEL 1	118	WOMENS	62												
LEVEL 1	119	WALK IN	56	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.000
LEVEL 1	120	DINING	332	15	23	75	0.15	75	0.15	200	0.06	200	0.06	500	0.046
LEVEL 1	121	DINING	864	15	58	75	0.40	75	0.40	200	0.15	200	0.15	500	0.116
LEVEL 1	122	STORAGE	14	200	1	100	0.00	100	0.00	100	0.00	100	0.00	1000	0.001
			4646		169		0.99		1.06		0.40		0.40		0.314



OCCUPANCY PLAN
3/16" = 1'-0"

BUILDING CODE SUMMARY

Name of Project: TEA 2 GO
Address: 3211 W WADLEY AVE SUITE 19 MIDLAND, TEXAS
Proposed Use
Owner or Authorized Agent: Phone
Owned By: City / County Private TX State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: ---
Land Use: ---
Lot Acres: **** acres (MIDLAND, TEXAS #)
Building Footprint Area
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS

Construction shall apply to accepted mechanical, electrical, plumbing, as required for occupancy.

APPLICABLE CODES / ORDINANCES

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Mechanical Code (IMC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Plumbing Code (IPC) with City of MIDLAND, TEXASamendments - Ordinance
2018 International Fire Code (IFC) with City of MIDLAND, TEXASamendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASamendments - Ordinance

ZONING

OTHER STANDARDS

2010 ADA Standards for Accessible Design
2012 Texas Accessibility Standards (TAS)

OCCUPANCY

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5; __ Business; __ Educational; __ Factory / Industrial __ F1 __ F2; __ High Hazard __ H1 __ H2 __ H3 __ H4; __ Institutional __ I1 __ I2 __ I3 __ I4; ■ Mercantile; __ Residential __ R1 __ R2 __ R3 __ R4; __ Storage __ S1 __ S2 __ High-Piled; __ Utility; __ Parking Garage __ Open __ Enclosed __ Repair

Secondary Occupancy: N/A

Mixed Occupancy: __ Yes ● No Separation ● Exception __

GENERAL BUILDING DATA

Construction Type: __ IA __ IB __ IIA ● IIB __ IIIA __ IIIB __ IV __ VA __ VB

Mixed Construction: ● No __ Yes Types____

Sprinklers: ● No __ Yes __ NFPA 13 __ NFPA 13R __ NFPA 13D

Standpipes: ● No __ Yes Class __ I __ II __ III __ Wet

Fire District: ● No __ Yes

Building Height: NA

Mezzanine: ● No __ Yes

High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS

Emergency Lighting: __ No ● Yes
Exit Signs: __ No ● Yes
Fire Alarm: __ No ● Yes
Smoke Detection System: __ No ● Yes
Panic Hardware: ● No __ Yes
Emergency Standby Power System: ● No __ Yes

H3 DIGITAL DESIGN

H3 DIGITAL DESIGN
203 WEST ILLINOIS
SUITE 130 MIDLAND
TEXAS, 79701
432 599 4883
@h3dtxcc.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79706

CODE INFORMATION

Project no. H3C20020
scale: As indicated
date: 10.5.2020

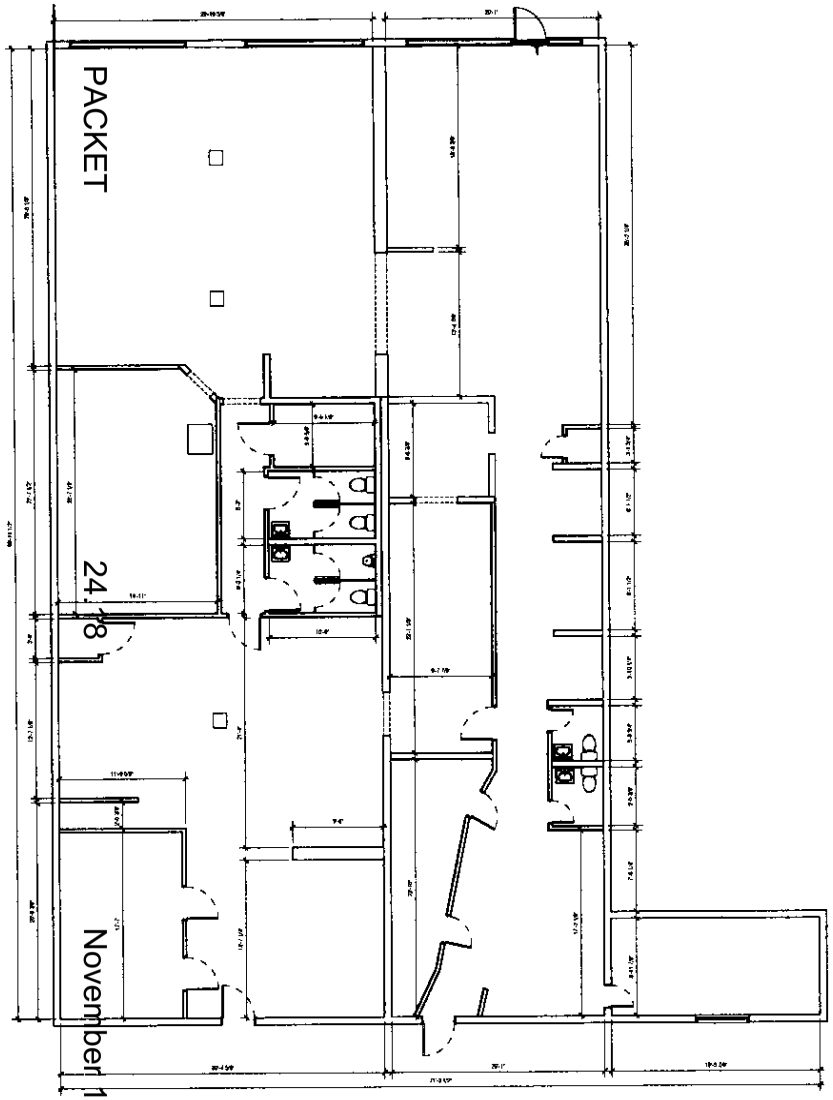
Revisions

NO	DATE	DESCRIPTION

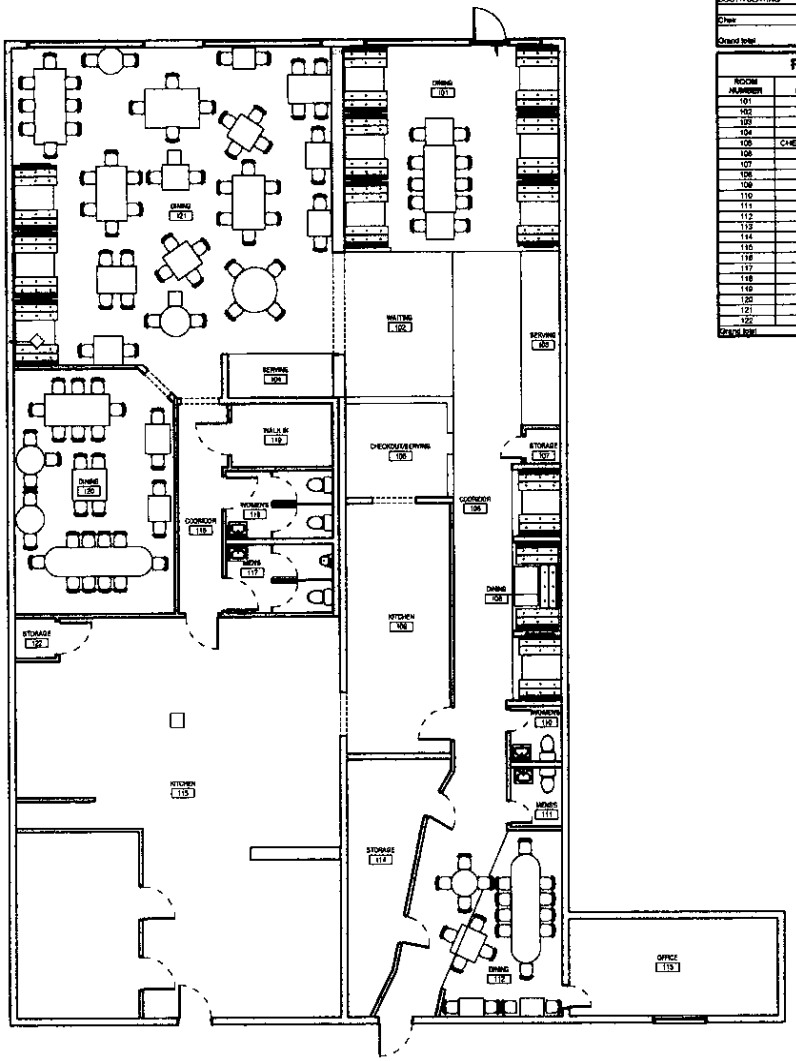
PERMIT/PRICING

A-000

PACKET 24.18 November 17, 2020



LEVEL 1 EXISTING DIMENSIONAL PLAN
3/16" = 1'-0"



LEVEL 1 EXISTING FLOOR PLAN
3/16" = 1'-0"

Seating Schedule

Description	Seating Count
BOOTH SEATING	50
	50
Other	121
	121
Grand total	171

ROOM SCHEDULE

ROOM NUMBER	ROOM NAME	Area	COMMENTS
101	DINING	382 SF	
102	WAITING	136 SF	
103	SERVING	56 SF	
104	SERVING	40 SF	
105	CHECKOUT/SERVING	84 SF	
106	CORRIDOR	414 SF	
107	STORAGE	10 SF	
108	DINING	98 SF	
109	KITCHEN	223 SF	
110	WOMEN'S	24 SF	
111	MEN'S	26 SF	
112	DINING	149 SF	
113	OFFICE	175 SF	
114	STORAGE	139 SF	
115	KITCHEN	1086 SF	
116	CORRIDOR	81 SF	
117	MEN'S	63 SF	
118	WOMEN'S	62 SF	
119	WALK IN	56 SF	
120	DINING	332 SF	
121	DINING	564 SF	
122	STORAGE	14 SF	
Grand total		4045 SF	

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 W.B.T. WADKINS
SUITE 120 MIDLAND
TEXAS, 79705
432 599 4906
h3@wadkins.com

CLIENT
MURRAYS DELI

EXISTING FLOOR PLAN

IMPERIAL
SHOPPING CENTER
3211 W Wadley Ave # 24,
Midland, TX 79705

FLOOR PLAN AREA "A"

Project no. H3C20020
scale: 3/16" = 1'-0"
date: 10.5.2020

Revisions

NO.	DATE	DESCRIPTION

PERMIT/PRICING

A-101

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0087

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Curly Fry Holdings, LLC d/b/a Murray's Deli		Phone (432) 556-9818 Email neildufford@vastenergypartners.com	
Address 3211 W. Wadley #24	City Midland	State Texas	Zip 79705

Property Owner Printed Name: Imperial Shopping Center		Phone (432) 556-9818 Email neildufford@vastenergypartners.com	
Address 3211 W. Wadley	City Midland	State Texas	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Curly Fry Holdings, LLC d/b/a Murray's Deli		Phone (432) 556-9818 Email neildufford@vastenergypartners.com	
Address	City	State	Zip

Street Address: 3211 W. Wadley #24

Business Name: Curly Fry Holdings, LLC d/b/a Murray's Deli

Legal Description
Lot: Block: 1 Subdivision: Imperial Heights

Current Zoning: Commercial / Retail

Reason for Request: Change of ownership, new TABC beer and wine permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: 11am - 8pm Monday to Friday, 11am - 3pm Saturday, closed Sunday

Proposed Days and Hours of Alcohol Service: 11am - 8pm Monday to Friday, 11am - 3pm Saturday, closed Sunday

Total Square Footage of Business: 4800

Square Footage of Alcohol Serviceable Area: 3120

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 2 / 3	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 10/9/20
Applicant (printed): Neil Dufford	
Property Owner (signature):	Date: 10/9/20
Property Owner (printed): Cassidy Remley	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ 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

****Application will not be considered for scheduling until reviewed by a planner.****

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:_____

Case Number:_____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Business Name:

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request:_____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*:

Proposed/Current Days and Hours of Operation: _____

Proposed Days and Hours of Alcohol Service: _____

Total Square Footage of Business:

Square Footage of Alcohol Serviceable Area:

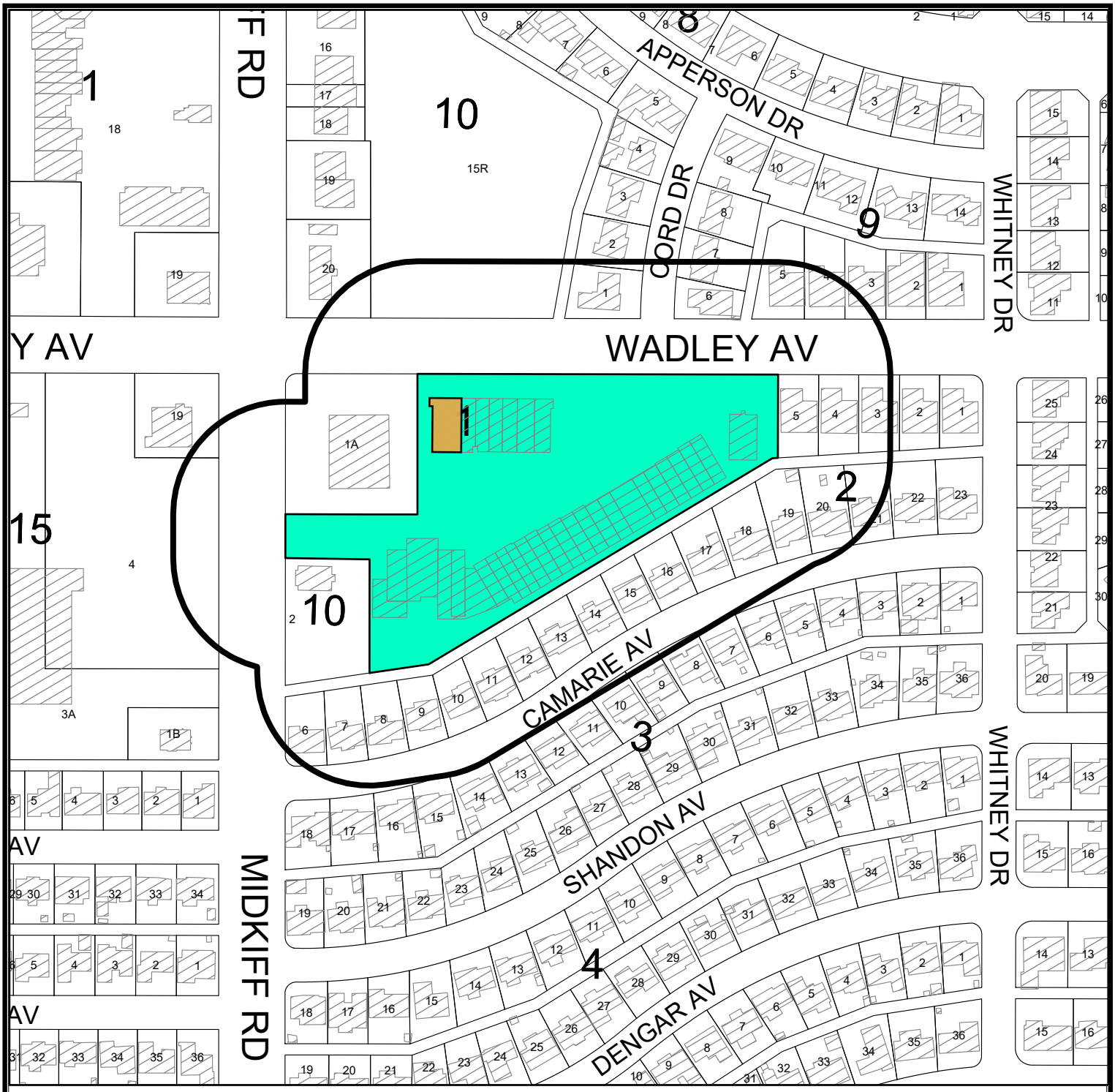
Restroom Fixtures:	*Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
	Women	**Toilets:**	**Bathroom Sinks:**

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1009	☐ Plans in Digital Format (PDF/JPEG)
Received By: Crystal Burns	Date: OCT 0 9 2020

RECEIVED

BY: .....

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

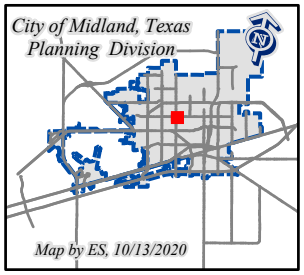
SUD-20-0087 **Scale: 1" = 250'**

Consider a request by Curly Fry Holdings, LLC d/b/a Murray's Deli for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 4,800-square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-footsouthwest corner, Re-plat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

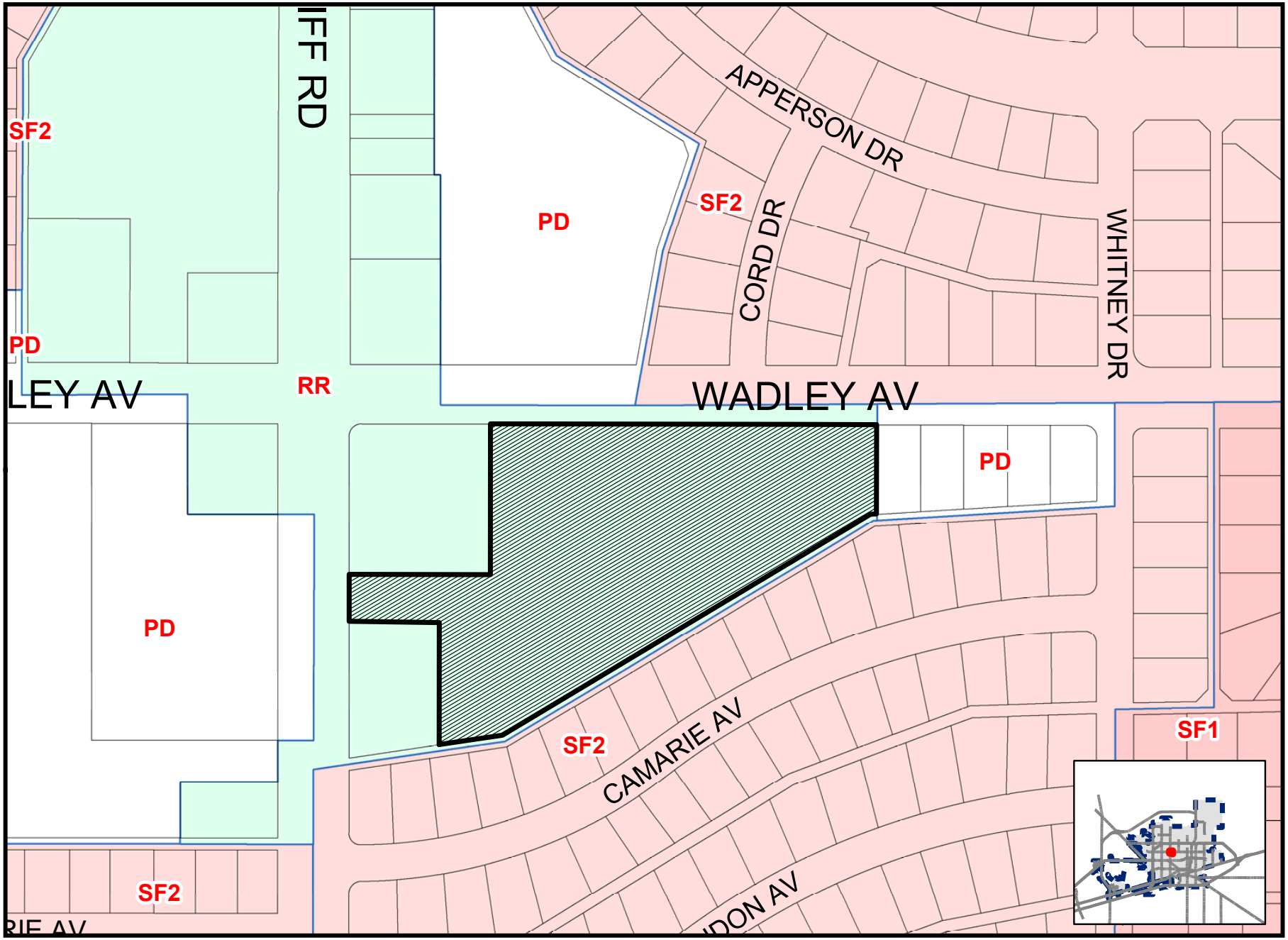
Generally located on the south side of West Wadley Avenue, approximately 277 feet east of North Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 17, 2020



Map By ES, 10/21/2020

SUD-20-0087

Scale: 1" = 200'

ZONING MAP

PACKET
24.24
November 17, 2020

pr

ORDINANCE NO. 7215

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTIES DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "LR-2", LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-PREMISES CONSUMPTION IN A RESTAURANT; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; REPEALING ORDINANCE NO. 6357; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Permit for the sale of all alcoholic beverages for on-premises consumption in a restaurant, set out hereinafter, on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned "LR-2", Local Retail District, to wit:

Block 1, Imperial Heights Addition to the City of Midland, Midland County, Texas;

is hereby changed to permit same to be used under a Specific Use Permit for the sale of beer and wine for on-premises consumption in a restaurant, together with the uses permitted in an "LR-2", Local Retail District, subject to the following conditions:

1. That the use and development of this tract as a restaurant with the sale and on-premises consumption of beer and wine shall conform in all respects to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes.

2. That the sale and on-premises consumption of beer and wine shall occur only within the interior of the

building.

3. That the maximum floor area of this restaurant shall not exceed 4,850 square feet, and that the maximum seating capacity shall not exceed 141 persons.

4. That the days and hours of beer and wine sales shall be from 10:30 a.m. to 12:00 midnight on Monday through Saturday, and from 12:00 noon to 12:00 midnight on Sunday, on each day that such sales are otherwise permitted by law.

5. That the use and operation of this restaurant shall comply with all of the applicable laws of the State of Texas and the regulations pertaining to the sale and consumption of beer and wine specified in the Midland City Code.

6. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of sale of beer and wine to ensure that the conditions of this permit are satisfied.

SECTION TWO. That Ordinance No. 6357 is hereby expressly repealed.

SECTION THREE. 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 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 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 15th day of December, A.D., 1992; and passed to second reading on motion of Council member Sipes, seconded by Council member Morrow, by the following vote:

Council members voting "AYE":	Sipes, Morrow, Cuevas, Devenport, Faircloth and Egan
Council members "ABSTAINING":	Brooks
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 Morrow, seconded by Council member Cuevas, on the 12th day of January, A.D., 1993, at a regular meeting of the City Council:

Council members voting "AYE": Morrow, Cuevas, Devenport, Faircloth, Sipes and Egan

Council members "ABSTAINING": Brooks

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of January, A.D., 1993.

J. D. Faircloth

J. D. Faircloth, Mayor

ATTEST:

B. C. Clanton, City Secretary

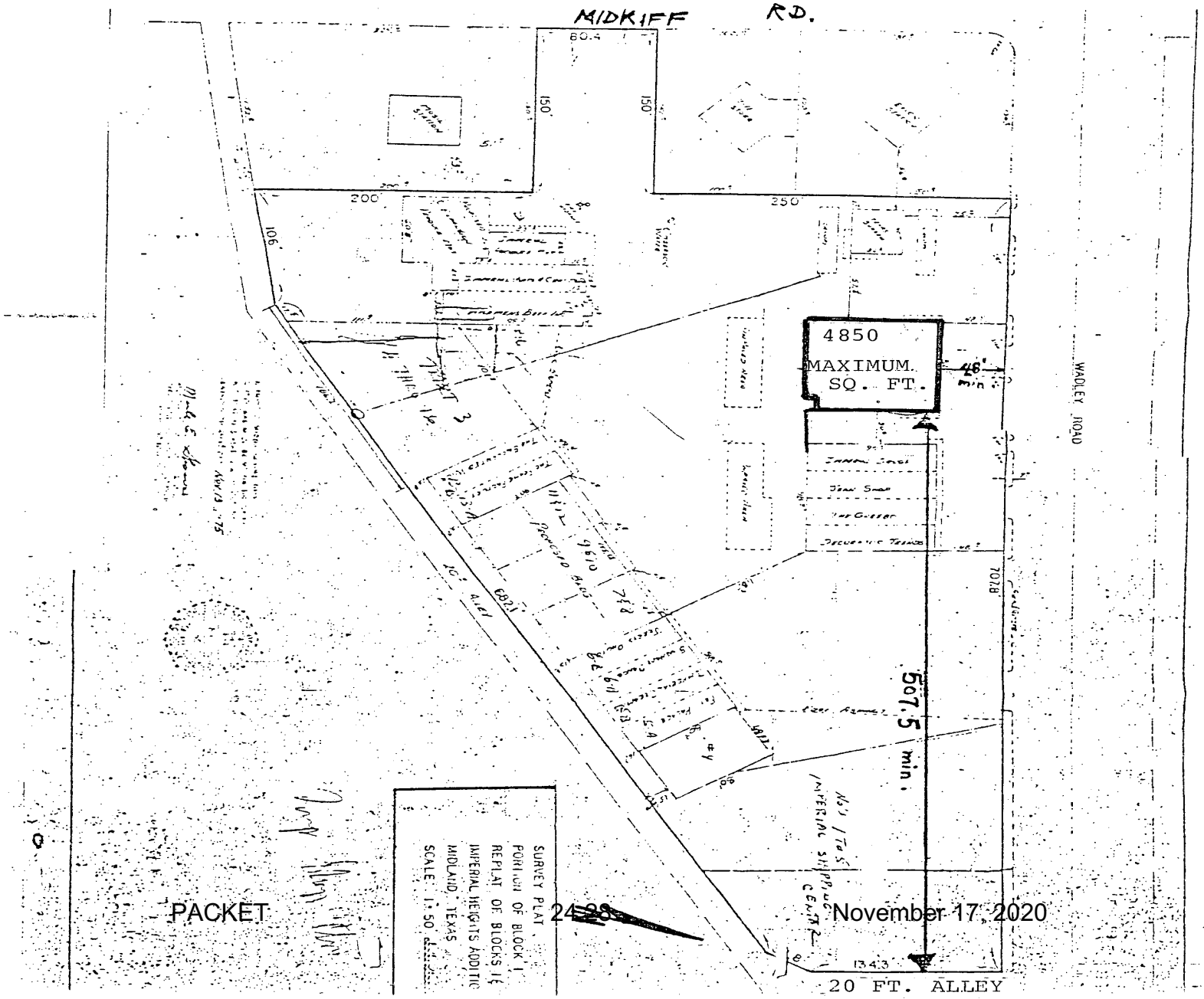
APPROVED AS TO FORM:

Keith Stretcher

Keith Stretcher, City Attorney

ORD\Murrays.SUP

EXHIBIT "A"


MIDKIFF RD.
60.4
150'
150'
200
250
106'
4850
MAXIMUM
SQ. FT.
37'
WADLEY ROAD
507.5' min.
20 FT. ALLEY
SURVEY PLAT
PORTION OF BLOCK 1
REPLAT OF BLOCKS 14
IMPERIAL HEIGHTS ADDITIO
MIDLAND, TEXAS
SCALE: 1" = 50'




KATIE WALLACE
JOYNER


MURRAY'S DELI
MURRAY'S
CATERING
689-2433



City Council Meeting

Item Number: 25

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, "A" STREET COMMUNITY CENTER, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH "A" STREET AND VENTURA 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, MARC Inc., is requesting a zone change from PD, Planned Development District for an Office Center, to an amended PD, Planned Development District for an Office Center to adopt an updated site plan.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

PD, Planned Development District for an Office Center (Ordinance No. 10,049).

Surrounding Zoning and Land Use:

The property to the north is zoned SF-1, Single Family Dwelling District, and the location of a church. The properties to the east are zoned MF-22, Multiple-Family Dwelling District; SF-1, Single Family Dwelling District; and SF-2, Single Family Dwelling Distance and the location of Hillcrest School and residences, respectivly. The properties to the south are zoned PD, Planned District for a Housing Development, and the location of an apartment complex and residences. The property to the west is zoned PD, Planned District for a Office Center, and the location of Midland Children's Rehabilitation Center.

Analysis:

The applicant, MARC, Inc., is requesting a zone change from PD, Planned Development District for an Office Center, to an amended PD, Planned Development District for an Office Center to update the site plan.

The applicant is changing the location of the 2,520 square foot Day Use building and increasing it by 160 square feet. The applicant is also reducing the parking in the northwest corner of the property from 17 to 8 parking spaces of which two will be accessible spaces. The parking in the southeast corner of the property has also been adjusted from 38 to 35 parking spaces. The elevations will remain the same as previously adopted.

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 objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approve)

No objection to zone change.

Code: (Approved)

No Oil or Gas issues

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request was recommended for approval at the October 5, 2020 Planning and Zoning Commission meeting. This request was approved at the November 3, 2020 City Council meeting.

Staff recommends approval of this zone change, subject to conditions A through C.

Conditions:

A. That the use and development of the property shall conform to the regulations of the O-1, Office District.

B. That this property shall conform to the site plan and elevations, which are attached hereto and incorporated herein as Exhibits "A".

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

Letters of Objection:

Staff has not received any letters of objection as of October 28, 2020.

Attachments:

Site Plan and Elevations (Exhibit A)
Application
Maps
Ordinance No. 10,049

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, "A" STREET COMMUNITY CENTER, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH "A" STREET AND VENTURA 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 4, "A" Street Community Center, Section 4, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to an amended PD, Planned Development District for an Office Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan and elevation drawings shown in Exhibit "A".

B. 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.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

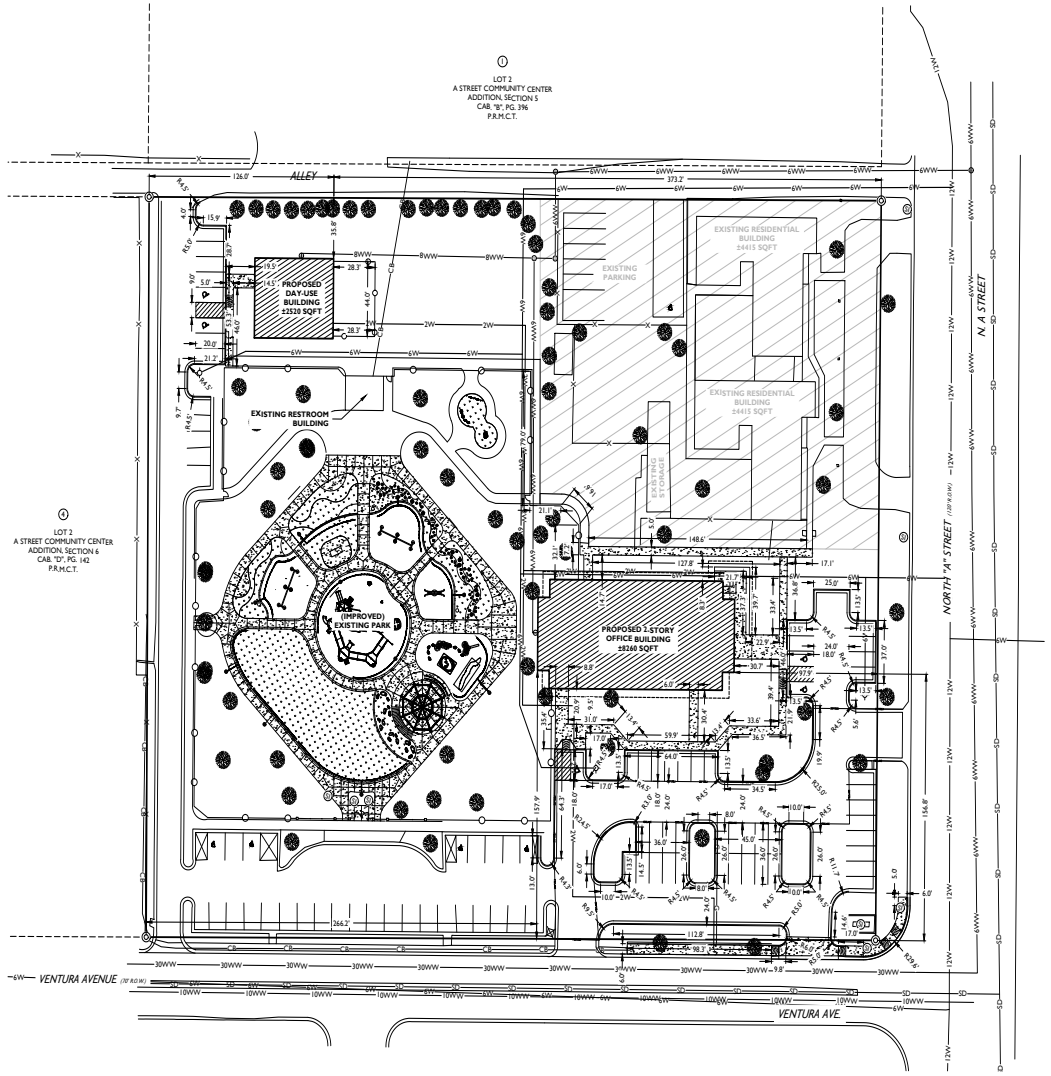
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

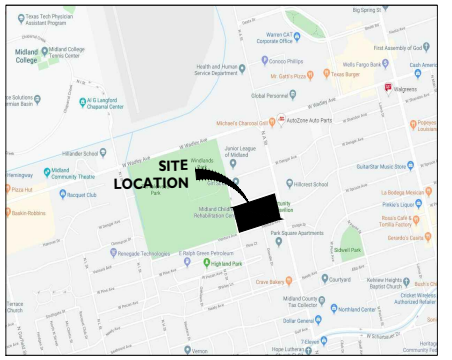
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



0' 40' 80' 120'

SCALE 1" = 40'



VICINITY MAP

N.T.S.

LEGEND

- DENOTES FOUND LOT CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING LIGHT POLE
- DENOTES PROPOSED DOUBLE CLEANOUT
- DENOTES PROPOSED CLEANOUT
- DENOTES PROPOSED FIRE HYDRANT
- 6WW DENOTES PROPOSED 6" WASTEWATER
- 8WW DENOTES PROPOSED 8" WASTEWATER
- 2W DENOTES PROPOSED 2" WATER LINE
- 6W DENOTES PROPOSED 6" WATER LINE
- DENOTES PROPOSED FENCE
- DENOTES BOUNDARY LINE
- DENOTES SURROUNDING PROPERTY
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- X X DENOTES EXISTING FENCE
- G DENOTES EXISTING GAS LINE
- CB DENOTES EXISTING UNDERGROUND CABLE LINE
- W DENOTES EXISTING WATER LINE
- 6W DENOTES EXISTING 6" WATER LINE
- 12W DENOTES EXISTING 12" WATER MAIN
- 6WW DENOTES EXISTING 6" WASTEWATER
- 10WW DENOTES EXISTING 10" WASTEWATER
- SD DENOTES EXISTING STORMDRAIN
- INDICATES AREA OUTSIDE OF PROPOSED IMPROVEMENTS
- DENOTES EXISTING TREE

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±8,260 SQUARE FOOT BUILDING AND A ±2520 SQUARE FOOT BUILDING LOCATED ON LOT 01, BLOCK 04, OF A STREET COMMUNITY, SECTION 4, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF A STREET & VENTURA DR. THE DEVELOPMENT IS CURRENTLY ZONED AS A PLANNED DISTRICT.
- DEVELOPMENT: THE RE-DEVELOPMENT WILL CONSIST OF;
  A SINGLE STRUCTURE INTENDED FOR OFFICE USE.
  A SINGLE STRUCTURE INTENDED FOR DAY-USE.
  TWO EXISTING LEGACY BUILDINGS USED FOR RESIDENTIAL UNITS SUPPORTING THE MARC MISSION. TOTAL OCCUPANCY IS 14, OR 7 PER UNIT.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE A TWO STORY OFFICE AND A SINGLE STORY DAY USE OUT-BUILDING, WITH A MAXIMUM BUILDING HEIGHT OF 24'-0" AND A PARAPET HEIGHT OF 29'-10".
- ACCESS: THE SITE WILL USE EXISTING ACCESS POINTS, ONE TO THE SOUTH ACCESSING VENTURA AVE. AND ONE TO THE EAST ACCESSING A STREET. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 51 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES. RESIDENTIAL BUILDING CONTAINS 14 UNITS, OR 3.64 PARKING SPOTS PER UNIT.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE THE SAME AS EXISTING CONDITIONS, NO CHANGES PROPOSED.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. EXISTING WATER & SEWER SERVICE TAPS WILL BE UTILIZED. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED AT LOCATIONS SHOWN
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	89	F	09/16/2005	AH	2784

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

PACKET 25.40 November 17, 2020

EXHIBIT "A"

811 Know what's below. Call before you dig.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
FIRM#: F-15089
www.Maverick-Eng.com

BY:	APPR.	DATE
CLB	AJH	04-15-20
CLB	AJH	09-03-20

REVISIONS	BY:	APPR.	DATE
UPDATED PER CITY COMMENTS	CLB	AJH	04-15-20
CCR #2	CLB	AJH	09-03-20

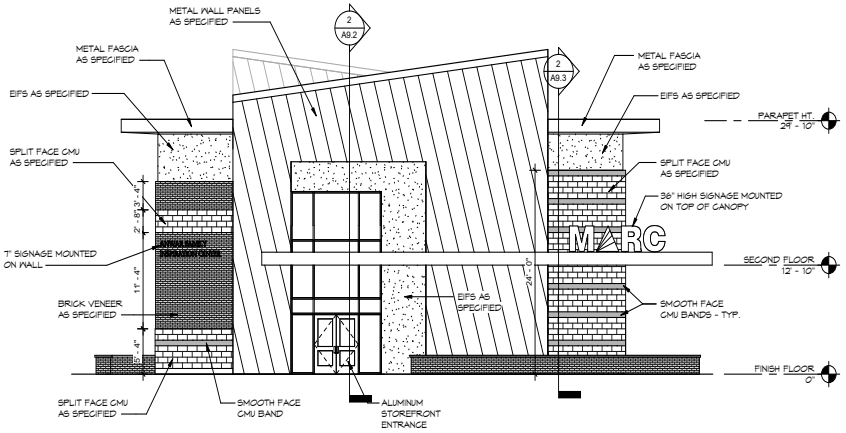
DRAWN BY: CLB
CHECKED BY: AJH
APPROVED BY: AJH
DATE: 02/13/2020
JOB: 1901.53

SITE PLAN

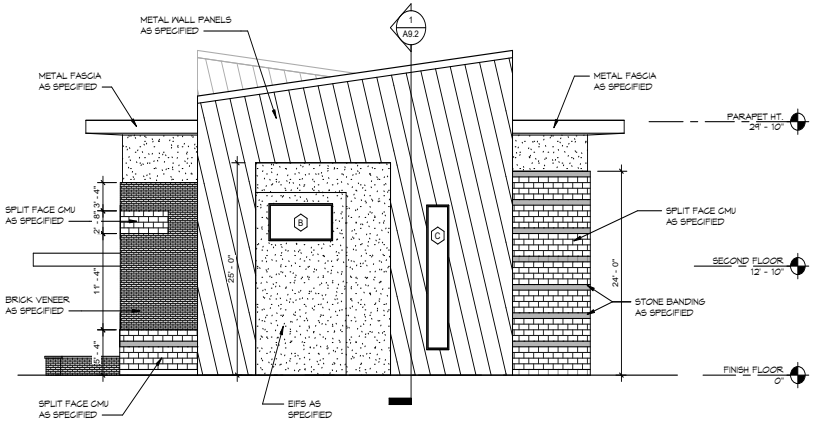
MARC OFFICE BUILDINGS
LOT 01, BLOCK 04, A STREET COMMUNITY ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

SHEET **PD-01** OF 19

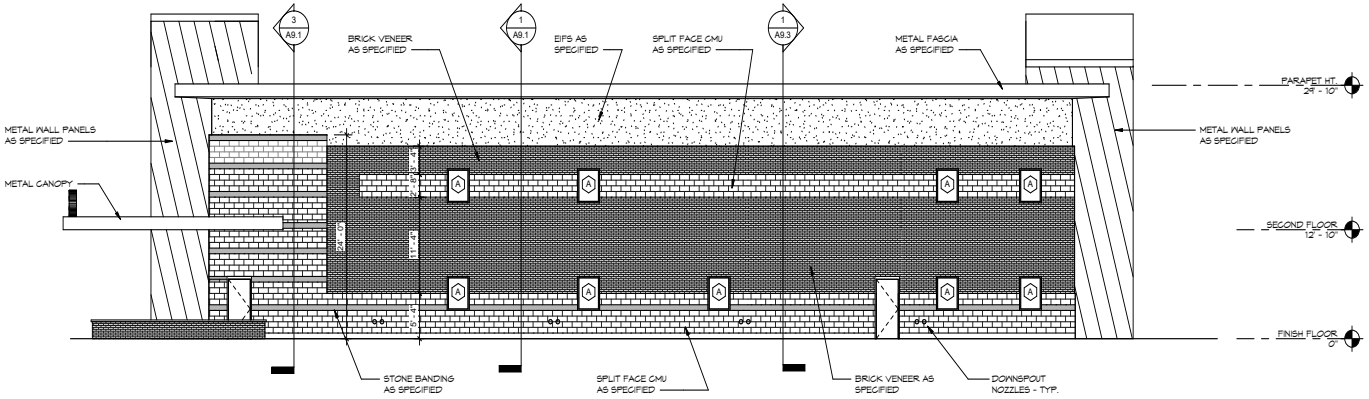
F:\2019\190153-MARC-MARC OFFICES MIDLAND ENGINEERING (REF #180034)\DRAWINGS\PD SITE PLAN (190153) PD SITE PLAN V20.DWG
© COPYRIGHT 2018 ALL RIGHTS RESERVED



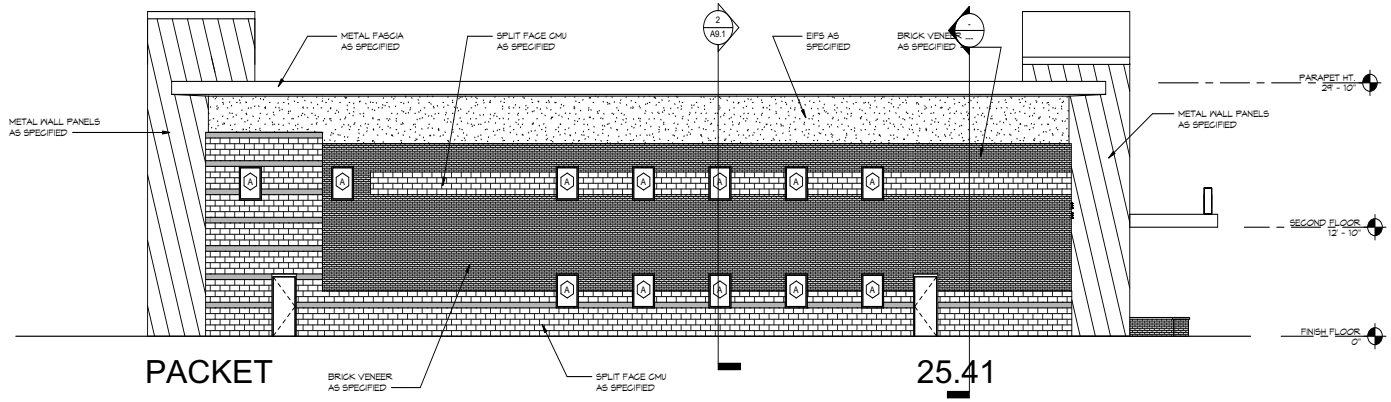
1 A5.1 EAST ELEVATION
1/8" = 1'-0"



4 A5.1 WEST ELEVATION
1/8" = 1'-0"



2 A5.1 NORTH ELEVATION
1/8" = 1'-0"



3 A5.1 SOUTH ELEVATION
1/8" = 1'-0"

MWM Architects, Inc.
2022 Broadway
Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: 11/6/19
Stephen Faulk No. 5576
Jason Moore No. 19265
Melanie Meixner No. 19192

Structural Engineers
MWM Architects, Inc.
2022 Broadway
Lubbock, Texas 79401
Phone: 806.745.7707
Fax: 806.745.7620

Agnew Associates, Inc.
MEP Engineers
13033 Quaker Ave. Suite A
Lubbock, Texas 79423
Phone: 806.799.0753

Maverick Engineering
Civil Engineers
1909 W. Wall Street, Suite K
Midland, Texas 798701
Phone: 432.262.0999

MIDLAND AUTISM RESOURCE CENTER
ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A STREET - MIDLAND, TEXAS

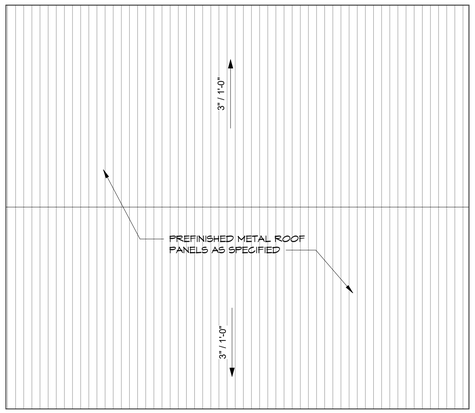
No.	Revision	Date

PROJECT No.: 18005-A
DATE: 11/6/19

A5.1

EXTERIOR ELEVATIONS

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N

2 DA3.1 ROOF PLAN
1/8" = 1'-0"

CEILING PLAN NOTES

1. REFR TO MECHANICAL AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

2. ALL EXPOSED WIRE, CONDUIT, DUCT WORK, ETC., SHALL BE PAINTED COLOR AS SELECTED BY ARCHITECT.

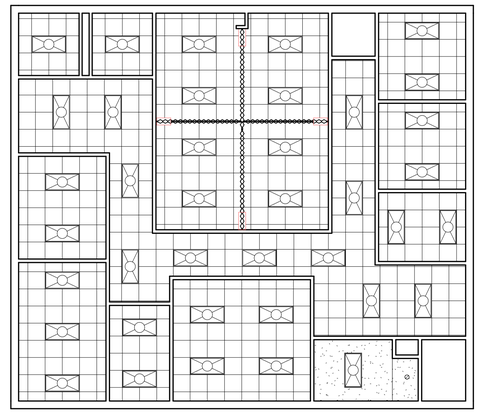
CEILING PLAN LEGEND

RECESSED LIGHT AS SPECIFIED, RE. ELECTRICAL

2x4 LED LIGHT AS SPECIFIED, RE. ELECTRICAL

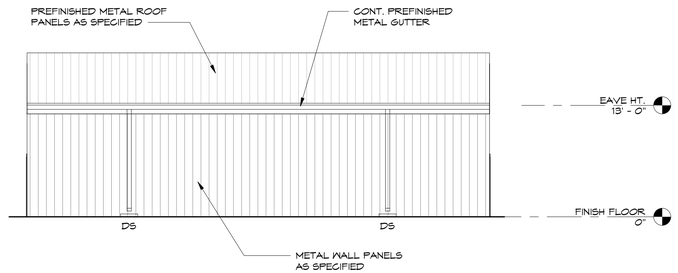
2x2 LAY-IN ACOUSTICAL CEILING TILE AS SPECIFIED

PAINTED 5/8" GYP. BD. CEILING AS SPECIFIED

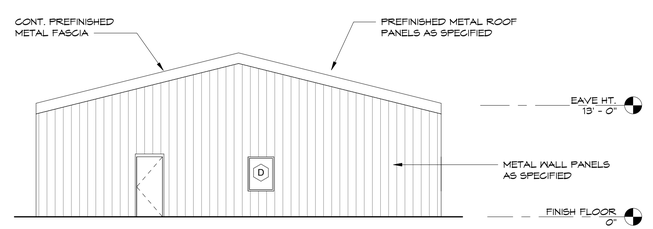


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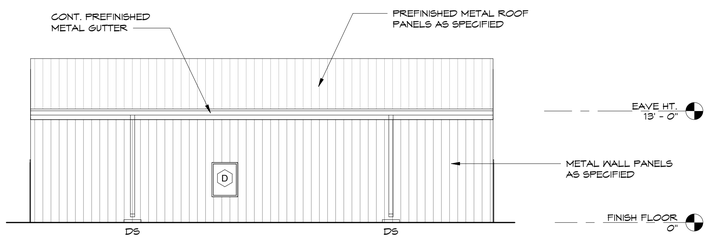
1 DA3.1 REFLECTED CEILING PLAN
1/8" = 1'-0"



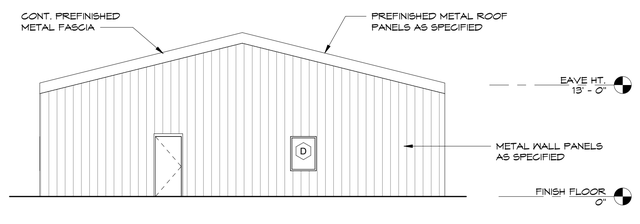
3 DA3.1 NORTH ELEVATION
1/8" = 1'-0"



4 DA3.1 WEST ELEVATION
1/8" = 1'-0"



5 DA3.1 SOUTH ELEVATION
1/8" = 1'-0"



6 DA3.1 EAST ELEVATION
1/8" = 1'-0"

MWM Architects, Inc.
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Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: Issue Date
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Jason Moore No. 19265
Melanie Meixner No. 19192

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MEP Engineers
13033 Quaker Ave. Suite A
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Phone: 806.799.0753

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Midland, Texas 798701
Phone: 432.262.0999

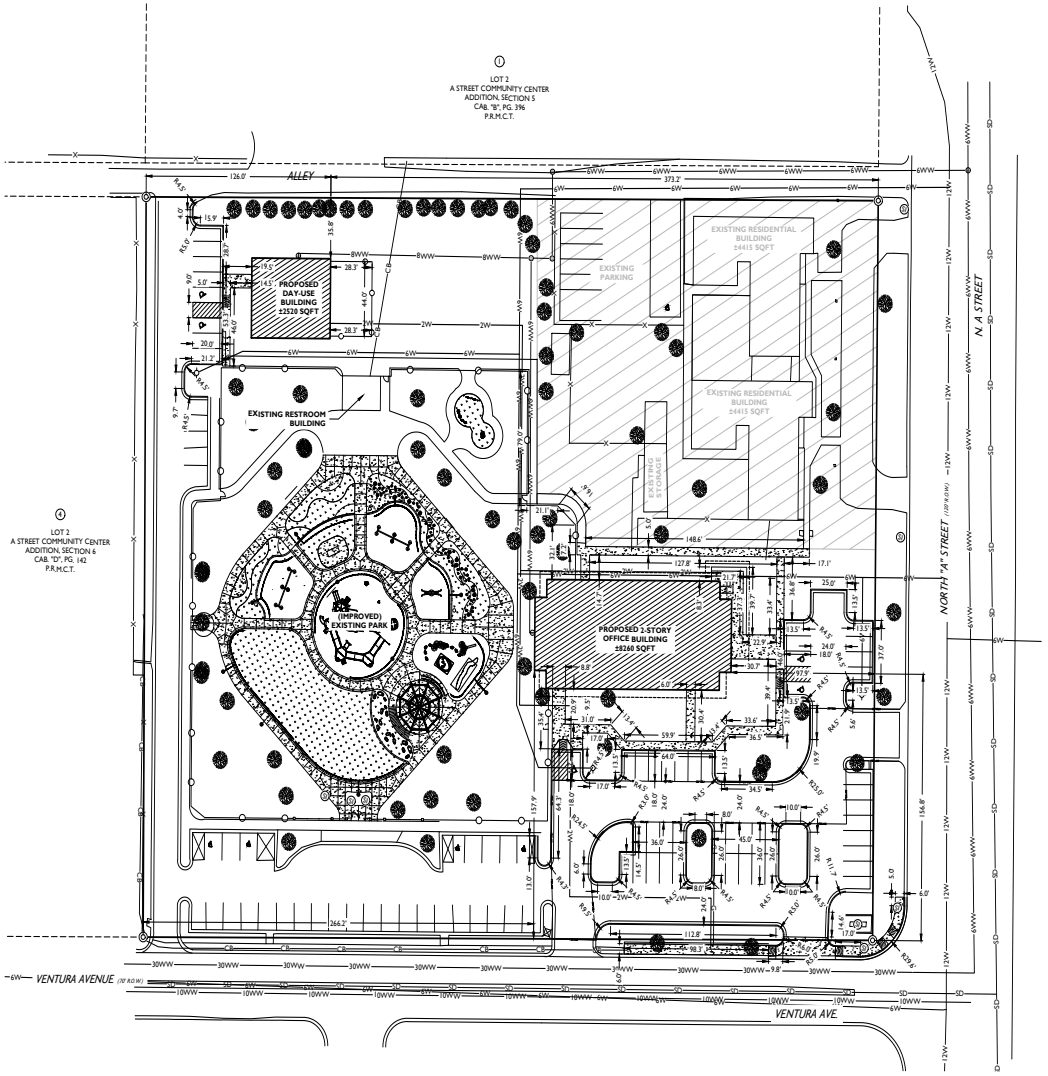
MIDLAND AUTISM RESOURCE CENTER
ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A ST. - MIDLAND, TEXAS

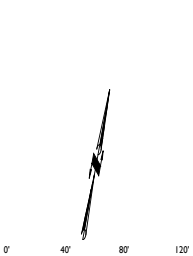
No.	Revision	Date
PROJECT No.:		18005
DATE:		Issue Date

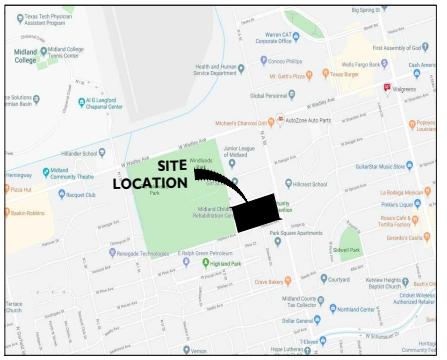
DA3.1

RCP, ROOF PLAN, EXT. ELEVS.

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VICINITY MAP

N.T.S.

LEGEND

- DENOTES FOUND LOT CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING LIGHT POLE
- DENOTES PROPOSED DOUBLE CLEANOUT
- DENOTES PROPOSED CLEANOUT
- DENOTES PROPOSED FIRE HYDRANT
- 6WW — DENOTES PROPOSED 6" WASTEWATER
- 8WW — DENOTES PROPOSED 8" WASTEWATER
- 2W — DENOTES PROPOSED 2" WATER LINE
- 6W — DENOTES PROPOSED 6" WATER LINE
- DENOTES PROPOSED FENCE
- DENOTES BOUNDARY LINE
- DENOTES SURROUNDING PROPERTY
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- X — X — DENOTES EXISTING FENCE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE LINE
- W — DENOTES EXISTING WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 12W — DENOTES EXISTING 12" WATER MAIN
- 6WW — DENOTES EXISTING 6" WASTEWATER
- 10WW — DENOTES EXISTING 10" WASTEWATER
- SD — DENOTES EXISTING STORMDRAIN
- INDICATES AREA OUTSIDE OF PROPOSED IMPROVEMENTS
- DENOTES EXISTING TREE

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±8,260 SQUARE FOOT BUILDING AND A ±2520 SQUARE FOOT BUILDING LOCATED ON LOT 01, BLOCK 04, OF A STREET COMMUNITY, SECTION 4, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF A STREET & VENTURA DR. THE DEVELOPMENT IS CURRENTLY ZONED AS A PLANNED DISTRICT.
- DEVELOPMENT: THE RE-DEVELOPMENT WILL CONSIST OF;
  A SINGLE STRUCTURE INTENDED FOR OFFICE USE.
  A SINGLE STRUCTURE INTENDED FOR DAY-USE.
  TWO EXISTING LEGACY BUILDINGS USED FOR RESIDENTIAL UNITS SUPPORTING THE MARC MISSION. TOTAL OCCUPANCY IS 14, OR 7 PER UNIT.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE A TWO STORY OFFICE AND A SINGLE STORY DAY USE OUT-BUILDING, WITH A MAXIMUM BUILDING HEIGHT OF 24'-0" AND A PARAPET HEIGHT OF 29'-10".
- ACCESS: THE SITE WILL USE EXISTING ACCESS POINTS, ONE TO THE SOUTH ACCESSING VENTURA AVE. AND ONE TO THE EAST ACCESSING A STREET. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 51 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES. RESIDENTIAL BUILDING CONTAINS 14 UNITS, OR 3.64 PARKING SPOTS PER UNIT.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE THE SAME AS EXISTING CONDITIONS, NO CHANGES PROPOSED.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. EXISTING WATER & SEWER SERVICE TAPS WILL BE UTILIZED. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED AT LOCATIONS SHOWN
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	89	F	09/16/2005	AH	2784

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

Know what's below. Call before you dig.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com
FIRM#: F-15089

NO.	REVISIONS	BY:	APPR.	DATE
1	UPDATED PER CITY COMMENTS	CLB	AJH	04-15-20
2	CCR #2	CLB	AJH	09-03-20

DRAWN BY: CLB
CHECKED BY: AJH
APPROVED BY: AJH
DATE: 02/13/2020
JOB: 1901.53

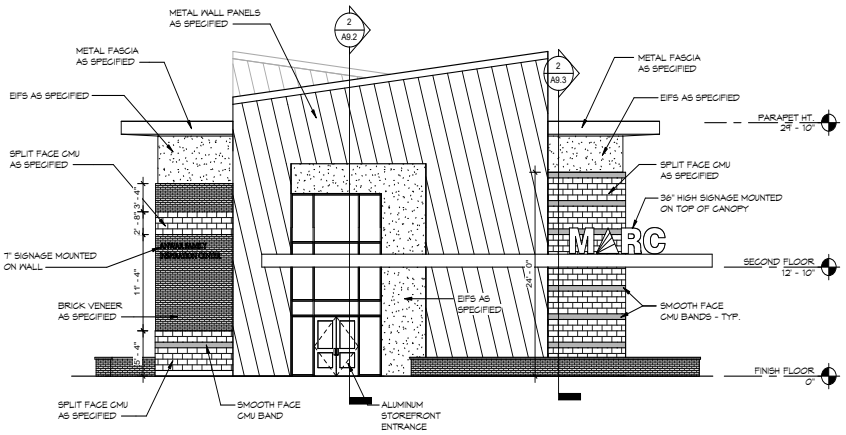
SITE PLAN

MARC OFFICE BUILDINGS

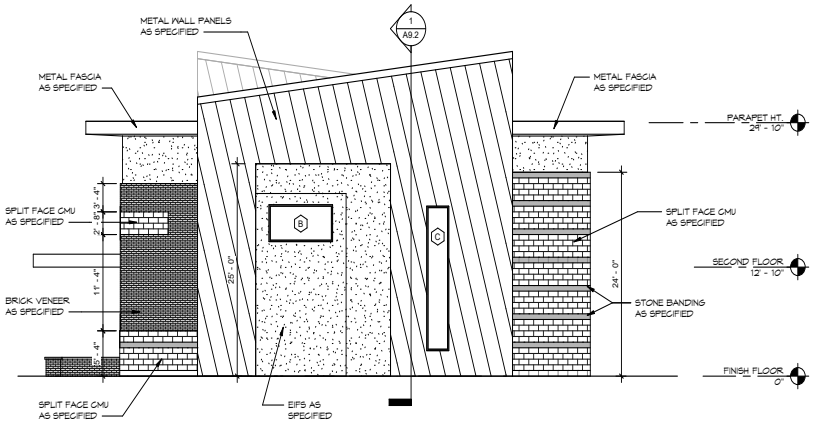
LOT 01, BLOCK 04, A STREET COMMUNITY ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

SHEET PD-01 OF 19

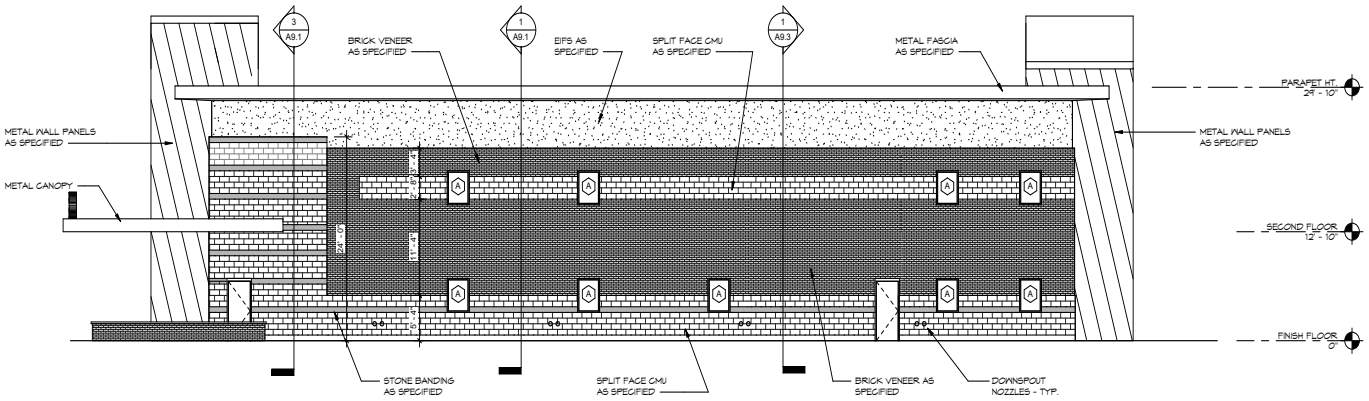
F:\2019\190153-MARC-MARC OFFICES MIDLAND ENGINEERING (REF #180034)\DRAWINGS\PD SITE PLAN (190153) PD SITE PLAN V20.DWG
© COPYRIGHT 2018 ALL RIGHTS RESERVED



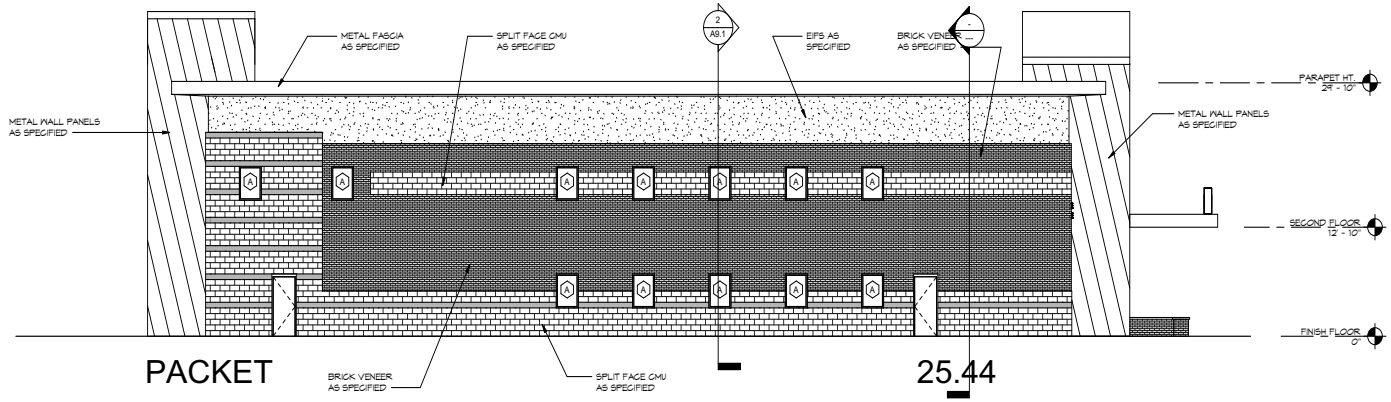
1 A5.1 EAST ELEVATION
1/8" = 1'-0"



4 A5.1 WEST ELEVATION
1/8" = 1'-0"



2 A5.1 NORTH ELEVATION
1/8" = 1'-0"



3 A5.1 SOUTH ELEVATION
1/8" = 1'-0"

MWM Architects, Inc.
2022 Broadway
Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: 11/6/19
Stephen Faulk No. 5576
Jason Moore No. 19265
Melanie Meixner No. 19192

Structural Engineers
MWM Architects, Inc.
2022 Broadway
Lubbock, Texas 79401
Phone: 806.745.7707
Fax: 806.745.7620

Agnew Associates, Inc.
MEP Engineers
13033 Quaker Ave. Suite A
Lubbock, Texas 79423
Phone: 806.799.0753

Maverick Engineering
Civil Engineers
1909 W. Wall Street, Suite K
Midland, Texas 798701
Phone: 432.262.0999

MIDLAND AUTISM RESOURCE CENTER
ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A STREET - MIDLAND, TEXAS

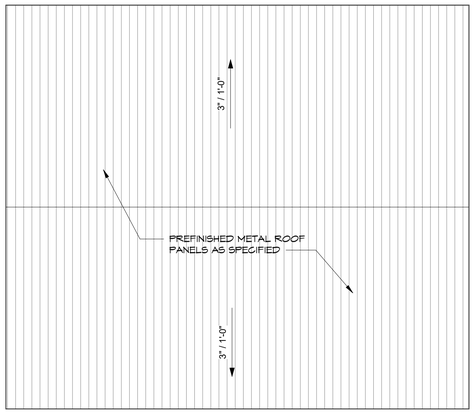
No.	Revision	Date

PROJECT No.: 18005-A
DATE: 11/6/19

A5.1

EXTERIOR ELEVATIONS

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N

2 DA3.1 ROOF PLAN
1/8" = 1'-0"

CEILING PLAN NOTES

1. REFR TO MECHANICAL AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

2. ALL EXPOSED WIRE, CONDUIT, DUCT WORK, ETC., SHALL BE PAINTED COLOR AS SELECTED BY ARCHITECT.

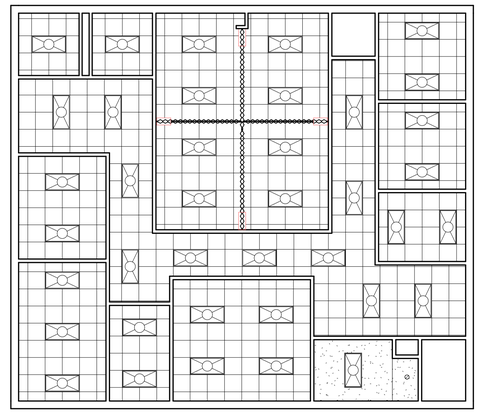
CEILING PLAN LEGEND

RECESSED LIGHT AS SPECIFIED, RE. ELECTRICAL

2x4 LED LIGHT AS SPECIFIED, RE. ELECTRICAL

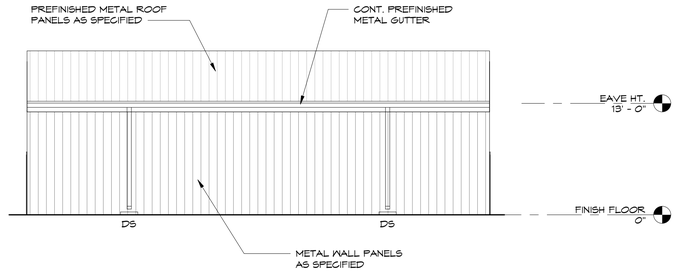
2x2 LAY-IN ACOUSTICAL CEILING TILE AS SPECIFIED

PAINTED 5/8" GYP. BD. CEILING AS SPECIFIED

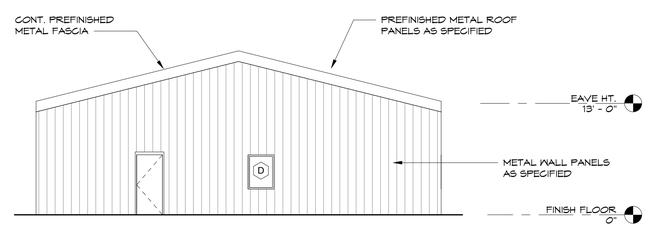


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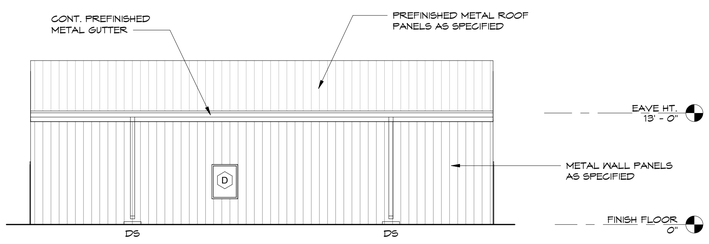
1 DA3.1 REFLECTED CEILING PLAN
1/8" = 1'-0"



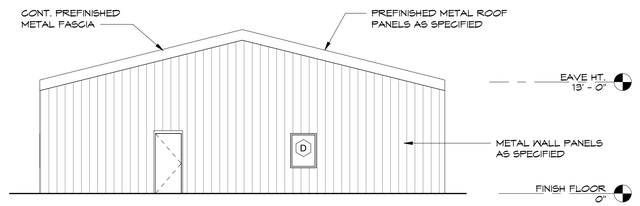
3 DA3.1 NORTH ELEVATION
1/8" = 1'-0"



4 DA3.1 WEST ELEVATION
1/8" = 1'-0"



5 DA3.1 SOUTH ELEVATION
1/8" = 1'-0"



6 DA3.1 EAST ELEVATION
1/8" = 1'-0"

MWM Architects, Inc.
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Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: Issue Date
Stephen Faulk No. 5576
Jason Moore No. 19265
Melanie Meixner No. 19192

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Phone: 806.799.0753

Maverick Engineering
Civil Engineers
1909 W. Wall Street, Suite K
Midland, Texas 798701
Phone: 432.262.0999

MIDLAND AUTISM RESOURCE CENTER
ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A ST. - MIDLAND, TEXAS

No.	Revision	Date
PROJECT No.:		18005
DATE:		Issue Date

DA3.1

RCP, ROOF PLAN, EXT. ELEVS.

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MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-20-093

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone ( ) Email	
Printed Name: MARC, Inc.			
Address 2701 N. "A" Street	City Midland	State TX	Zip 79705

Property Owner		Phone ( ) Email	
Printed Name: " "			
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)*		Phone (432-) 266-8289 Email	
Firm: Maverick Engineering			
Printed Name: Paladin Huckaba		phuckaba@maverick-eng.com	
Address 1909 W. Wall St. Suite K	City Midland	State TX	Zip 79701

Street Address: 2701 N. "A" Street

Legal Description
Lot: 4 Block: 10 Subdivision: A Street Community Center, Section 4

Current Zoning: SF1

Proposed Zone: PDOC
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Advance the improvements to site as proposed, with consideration to the existing use.

Present Use of Property: Mixed-use, office/admin, and low density dormitories on site.

Proposed Use of Property: Same

How would this zone change affect the public health, safety and welfare?
This change proposes no changes to the residential component and will retain the same office/admin uses

Describe how conditions affecting the property have changed since present zoning designation: Site is proposed for building construction & improvements.

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 0 8 2020
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 9/3/20
Applicant (printed): Paladin Huckaba	
Property Owner (signature): Charlotte Bosecker	Date: 9/4/20
Property Owner (printed) : Charlotte Bosecker	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by MARC, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact

Andrew L. Mellen

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 4th day of September, 2020, to certify which witness my hand and seal of office.

Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

Kelsey Ann Stine

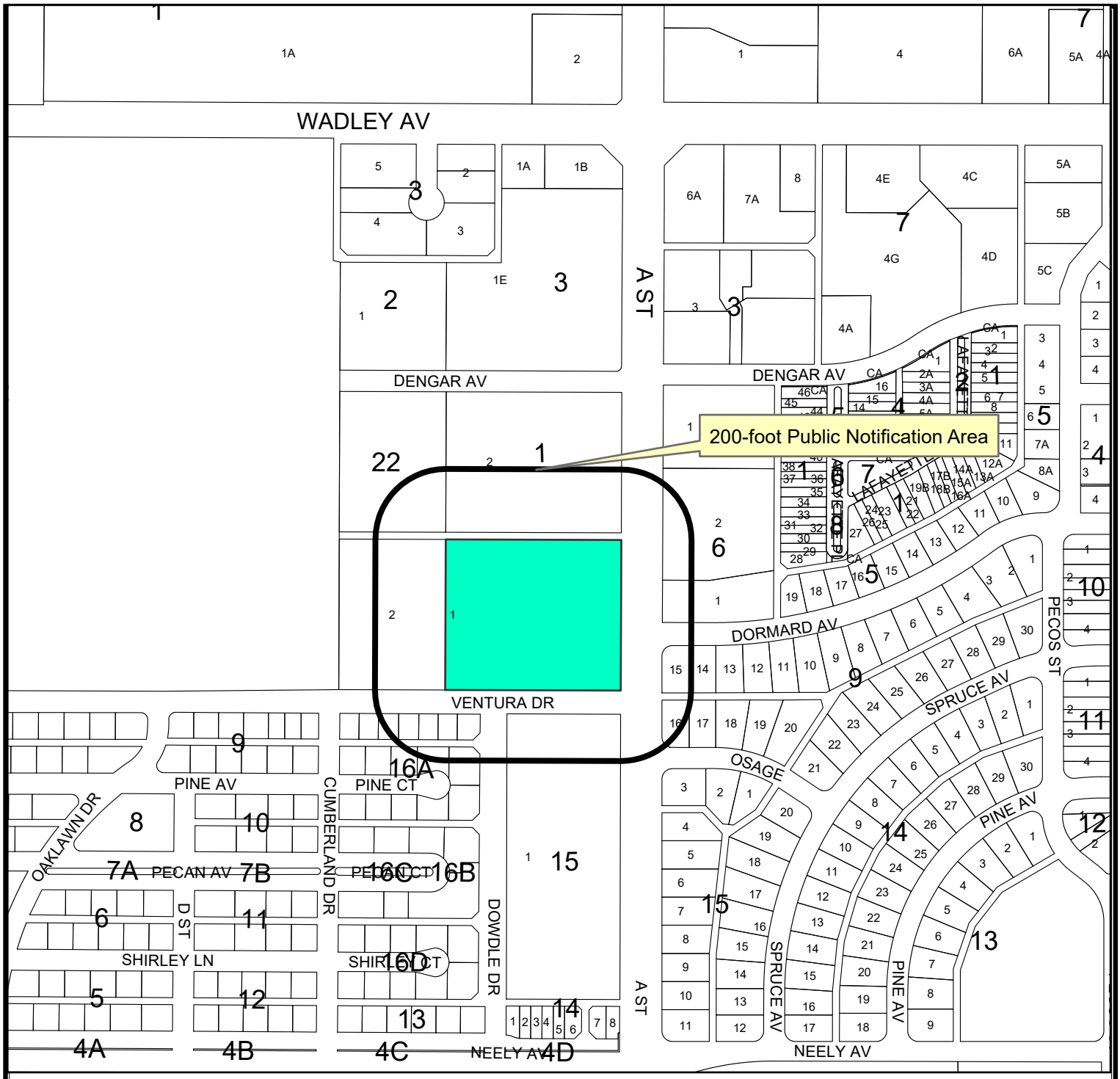
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 3236	
Received By:	Date:

RECEIVED
SEP 08 2020
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

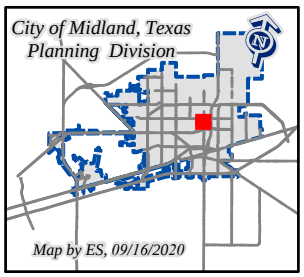
Z-20-0193 **Scale: 1" = 400'**

Consider a request by MARC, INC. for a zone change amendment from PD, Planned Development District for an Office Center to an amended PD, Planned Development District for an Office Center, on Lot 1, Block 4, "A" Street Community Center, Section 4, City and County of Midland, Texas.

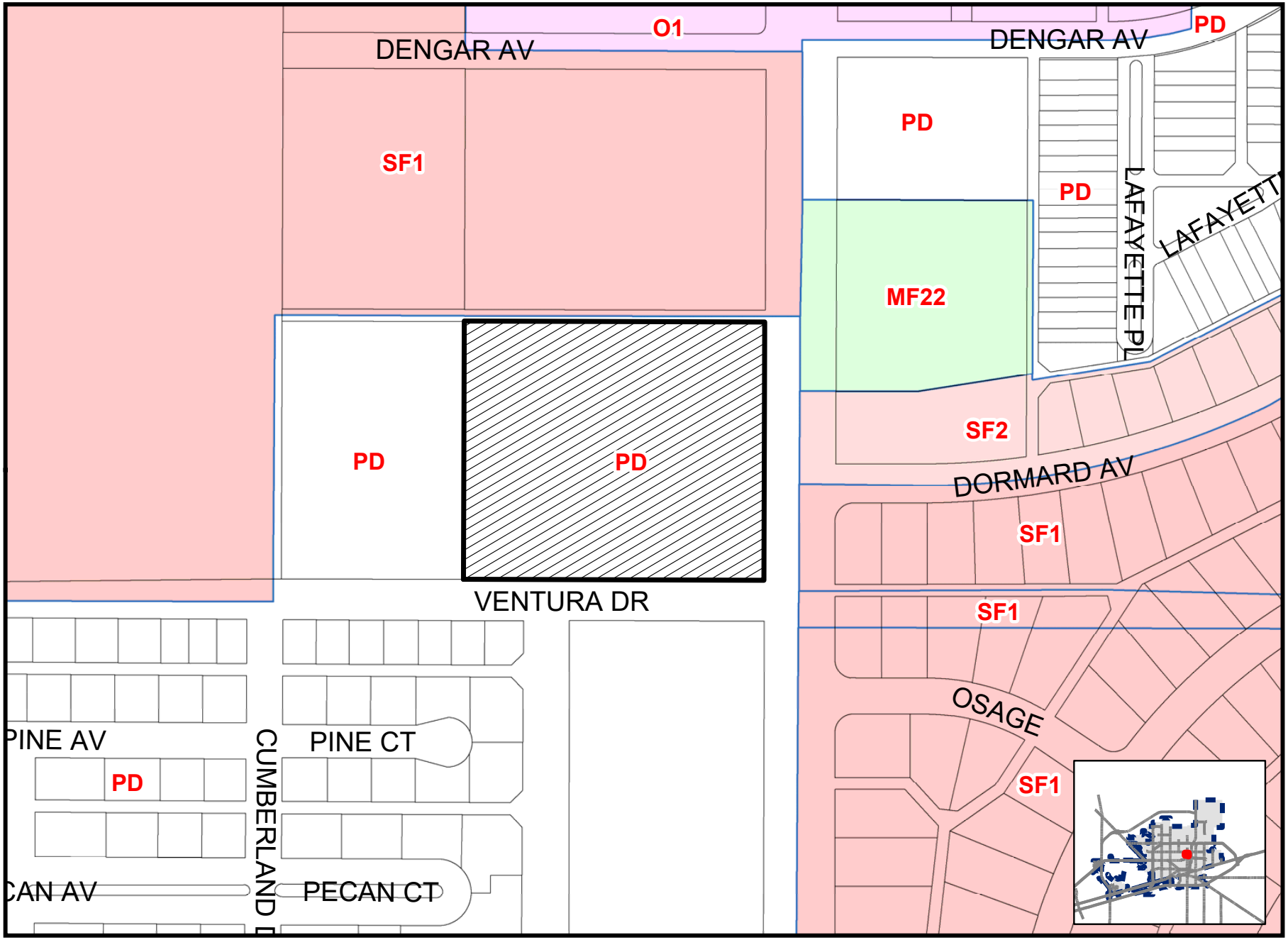
Generally located on the northwest corner of the intersection of N. A Street and Ventura Drive. (Council District 3).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 17, 2020



Map By ES, 9/25/2020

Z-20-0193

Scale: 1" = 200'

ZONING MAP

PACKET
25.49
November 17, 2020

ORDINANCE NO. 10049

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, "A" STREET COMMUNITY CENTER, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH "A" STREET AND VENTURA 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 4, "A" Street Community Center, Section 4, City and County of Midland, Texas (the "Property") to PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan and elevation drawings shown in Exhibit "A".

B. 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.

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 28th day of January, A.D., 2020; and passed to second reading on motion of Council member Love, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Blong, Trost, Love, Payton, Dufford, Robnett, Ladd

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 Robnett, seconded by Council member Blong, on the 11th day of February, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Love, Payton, Robnett, Ladd

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of February, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

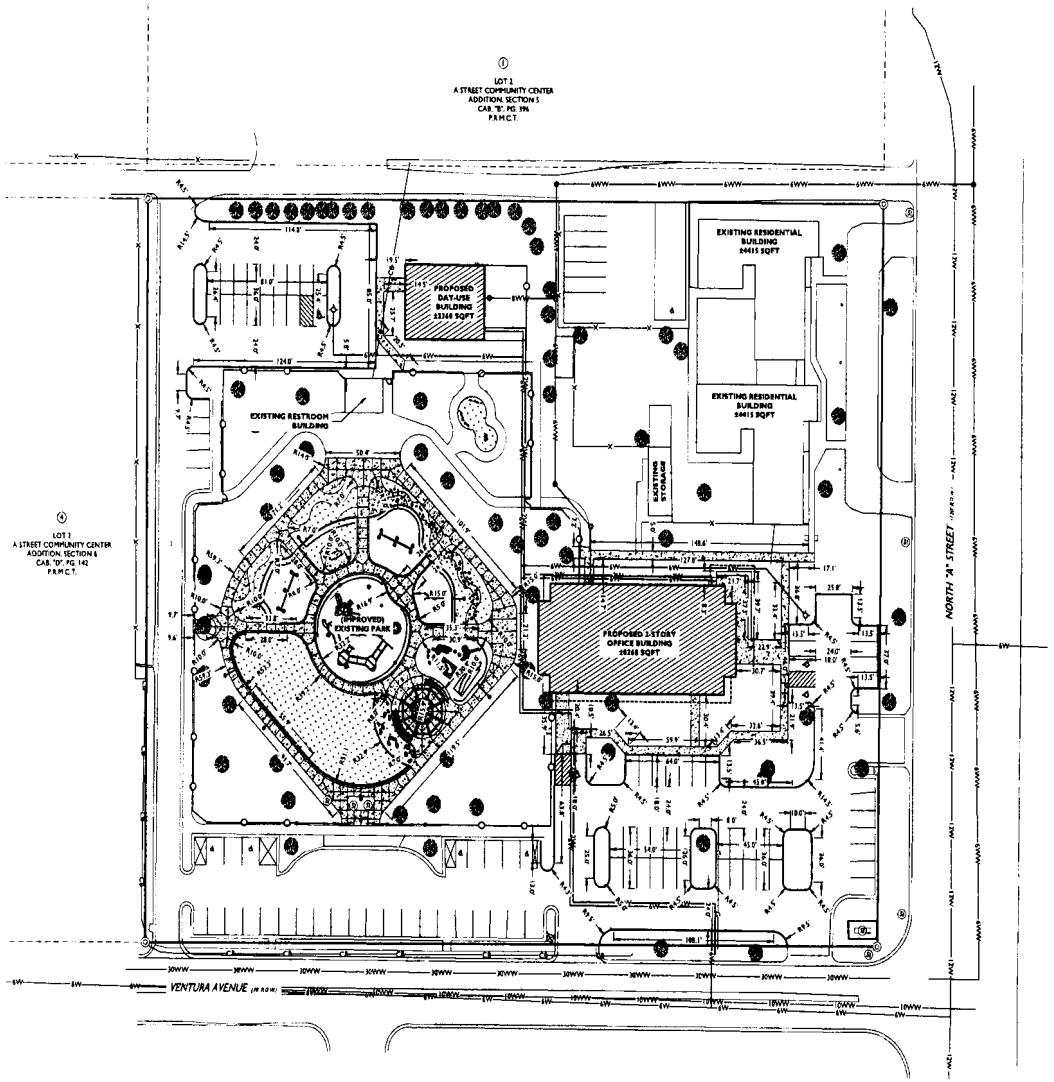
APPROVED AS TO CONTENT
AND COMPLETENESS:

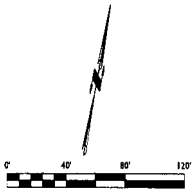
Robert Patrick, Assistant City Manager

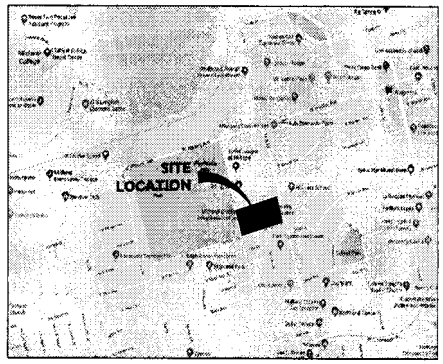
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney







VICINITY MAP
N.T.S.

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD W/PLASTIC CAP MARKED "CTLS"
- DENOTES TEMPORARY BENCHMARK
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING LIGHT POLE
- 2850 DENOTES EXISTING CONTOUR
- DENOTES BOUNDARY LINE
- DENOTES SURROUNDING PROPERTY
- DENOTES EXISTING FLOODWAY
- DENOTES EDGE OF ASPHALT
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- X DENOTES EXISTING FENCE
- G DENOTES EXISTING GAS LINE
- CB DENOTES EXISTING UNDERGROUND CABLE LINE
- W DENOTES EXISTING WATER LINE
- 6W DENOTES EXISTING 6" WATER LINE
- 12W DENOTES EXISTING 12" WATER MAIN
- 6WW DENOTES EXISTING 6" WASTEWATER
- 10WW DENOTES EXISTING 10" WASTEWATER
- 30WW DENOTES EXISTING 30" WASTEWATER
- DENOTES EXISTING DRIP LINE
- DENOTES EXISTING TREE

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED 28,368 SQUARE FOOT BUILDING AND A 22,368 SQUARE FOOT BUILDING LOCATED ON LOT 01, BLOCK 04, OF A STREET COMMUNITY, SECTION 4, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF A STREET & VENTURA DR. THE DEVELOPMENT IS CURRENTLY ZONED AS A PLANNED DISTRICT.
- DEVELOPMENT: THE RE-DEVELOPMENT WILL CONSIST OF:
  A SINGLE STRUCTURE INTENDED FOR OFFICE USE.
  A SINGLE STRUCTURE INTENDED FOR DAY-USE
  TWO EXISTING LEGACY BUILDINGS USED FOR RESIDENTIAL UNITS
  SUPPORTING THE MARC MISSION. TOTAL OCCUPANCY IS 14, OR 7 PER UNIT.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE A TWO STORY OFFICE AND A SINGLE STORY DAY USE OUT-BUILDING, WITH A MAXIMUM BUILDING HEIGHT OF 24'-0" AND A PARAPET HEIGHT OF 29'-10".
- ACCESS: THE SITE WILL USE EXISTING ACCESS POINTS, ONE TO THE SOUTH ACCESSING VENTURA AVE. AND ONE TO THE EAST ACCESSING A STREET. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS. THE FOLLOWING EASEMENTS ARE PLANNED TO GRANT ACCESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 52 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES. RESIDENTIAL BUILDING CONTAINS 14 UNITS, OR 1.71 PARKING SPOTS PER UNIT. THIS INCLUDES 0 PROPOSED COVERED SPACES AND 0 GARAGE SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE THE SAME AS EXISTING CONDITIONS. NO CHANGES PROPOSED.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. EXISTING WATER & SEWER SERVICE TAPS WILL BE UTILIZED. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED.
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	89	F	09/16/2005	AH	2784

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

Know what's below. Call before you dig. 811

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701 FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE

DRAWN BY: CLB
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/05/2019
JOB NO.: 190113

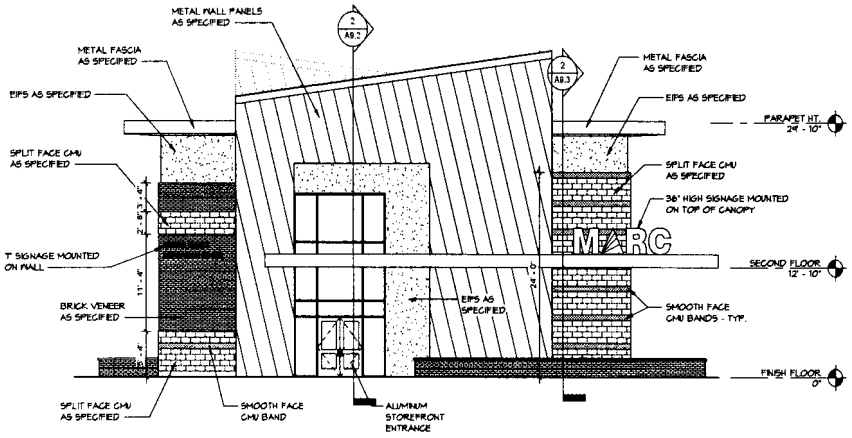
SITE PLAN
MARC OFFICE BUILDINGS
LOT 01, BLOCK 04, A STREET COMMUNITY ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MERLIN, P.E. #116172 AND MAVERICK ENGINEERING #F-15089, ON THIS DAY 11/15/2019, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

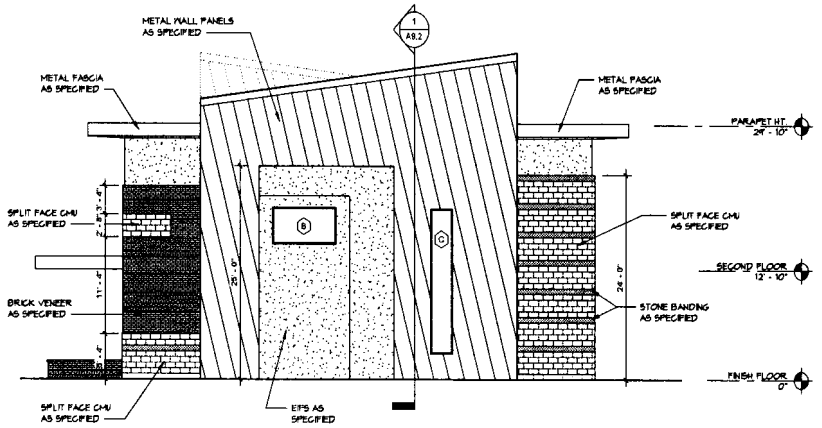
SHEET **PD-01** OF 19

EXHIBIT A

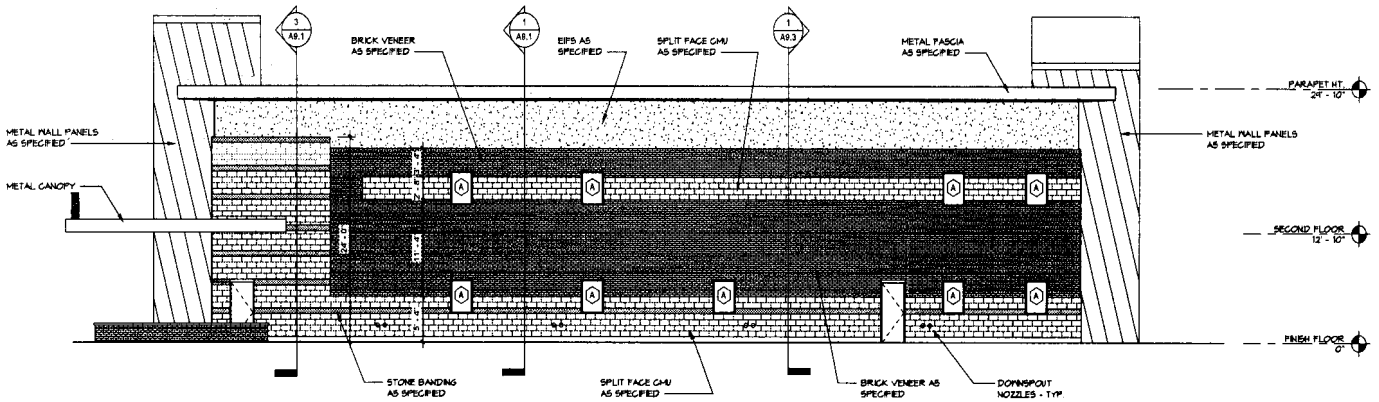
© COPYRIGHT 2018 ALL RIGHTS RESERVED



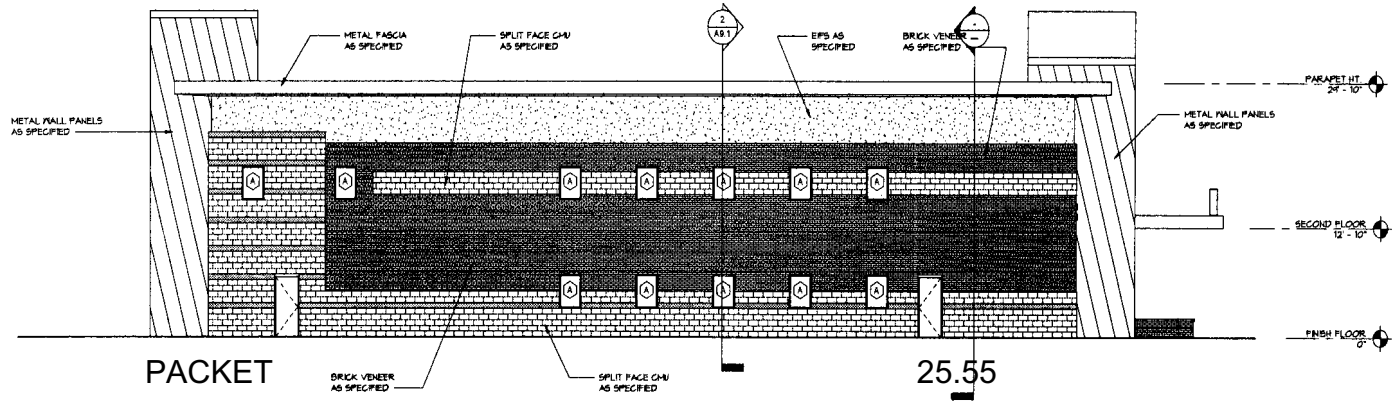
1 A5.1 EAST ELEVATION
1/8" = 1'-0"



4 A5.1 WEST ELEVATION
1/8" = 1'-0"



2 A5.1 NORTH ELEVATION
1/8" = 1'-0"



3 A5.1 SOUTH ELEVATION
1/8" = 1'-0"

MWM architects
MWM Architects, Inc.
2022 Broadway
Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: 11/6/19
Stephen Faulk No. 5576
Jason Moore No. 19265
Melanie Meixner No. 19192

Structural Engineers
MWM Architects, Inc.
2022 Broadway
Lubbock, Texas 79401
Phone: 806.745.7707
Fax: 806.745.7620

Agnew Associates, Inc.
MEP Engineers
13033 Quaker Ave. Suite A
Lubbock, Texas 79423
Phone: 806.799.0753

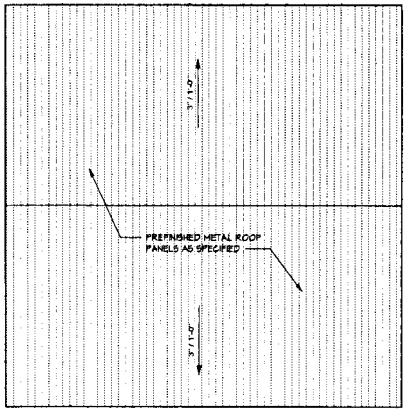
Maverick Engineering
Civil Engineers
1909 W. Wall Street, Suite K
Midland, Texas 798701
Phone: 432.262.0999

MIDLAND AUTISM RESOURCE CENTER
ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A STREET - MIDLAND, TEXAS

No.	Revision	Date
PROJECT No.:		18005-A
DATE:		11/6/19

A5.1
EXTERIOR ELEVATIONS

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N

2 DA3.1 ROOF PLAN
1/8" = 1'-0"

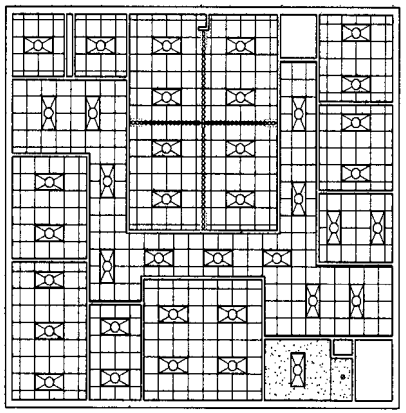
CEILING PLAN NOTES

1. REFR TO MECHANICAL AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

2. ALL EXPOSED WIRE, CONDUIT, DUCT WORK, ETC., SHALL BE PAINTED COLOR AS SELECTED BY ARCHITECT.

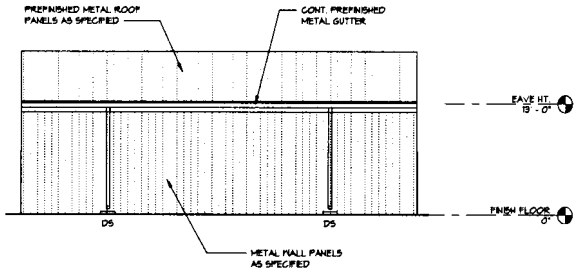
CEILING PLAN LEGEND

- ∅ RECESSED LIGHT AS SPECIFIED, REF: ELECTRICAL
- 2x4 LED LIGHT AS SPECIFIED, REF: ELECTRICAL
- 2x2 LAY-IN ACOUSTICAL CEILING TILE AS SPECIFIED
- PAINTED 5/8" GYP. BD. CEILING AS SPECIFIED

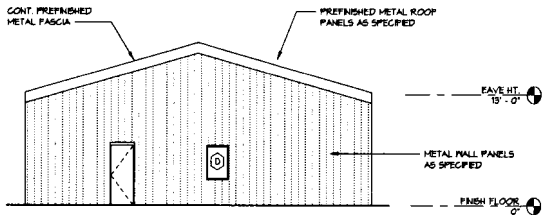


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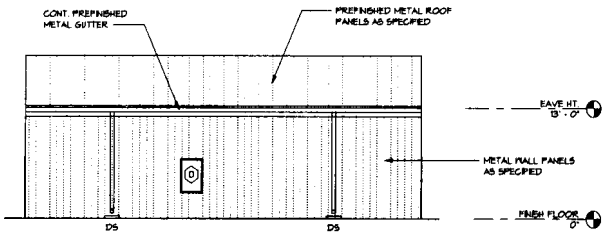
1 DA3.1 REFLECTED CEILING PLAN
1/8" = 1'-0"



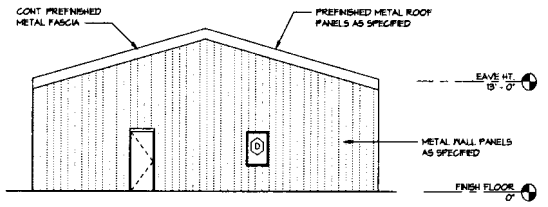
3 DA3.1 NORTH ELEVATION
1/8" = 1'-0"



4 DA3.1 WEST ELEVATION
1/8" = 1'-0"



5 DA3.1 SOUTH ELEVATION
1/8" = 1'-0"



6 DA3.1 EAST ELEVATION
1/8" = 1'-0"

MWM Architects, Inc.
2022 Broadway
Lubbock, TX 79401
Ph 806.745.7707
Fax 806.745.7620

PRELIMINARY NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DATE: Issue Date
Stephen Faulk No. 8576
Jason Moore No. 19265
Melanie Meixner No. 19192

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Civil Engineers
1909 W. Wall Street, Suite K
Midland, Texas 798701
Phone: 432.262.0999

MIDLAND AUTISM RESOURCE CENTER

ADMINISTRATION BUILDING - DAY USE BUILDING
MARC PARK - RESTROOM FACILITY
2701 N. A ST. - MIDLAND, TEXAS

No.	Revision	Date

PROJECT No.: 18005
DATE: Issue Date

DA3.1

RCP, ROOF PLAN, EXT. ELEVS.

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City Council Agenda

#10049
Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: **February 11, 2020**

TO: **CITY COUNCIL**

FROM: **Elizabeth Shaughnessy, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by MARC INC., for a zone change from SF-1, Single Family Dwelling District, to PD, Planned Development District for an Office Center, on Lots 1, Block 4, "A" Street Community Center, Section 4, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of N. A Street and Ventura Drive. Council District 3).**

Purpose:

The applicant, MARC Inc., is requesting a zone change from SF-1, Single Family Dwelling District to PD, Planned Development District for an Office Center to advance the improvements to the site as proposed, with consideration to the existing use of a mixed-use office/administration building and low-density dormitories on the property located at 2701 N. "A" Street.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The property to the north is zoned SF-1, Single Family Dwelling District, and the location of True-Lite Christian Fellowship Inc. The properties located east are zoned MF-22, Multiple-Family Dwelling District SF-1; Single Family Dwelling District; and SF-2, Single Family

Dwelling Distance and the location of Hillcrest School and residences, respectively. The properties to the south are zoned PD, Planned District for a Housing Development, and the location of Thornwood Apartments and residences. The property to the west is zoned PD, Planned District for an Office Center, and the location of Midland Children's Rehab Center.

Analysis:

The applicant, MARC, Inc., is requesting a zone change from SF-1, Single Family Dwelling District to PD, Planned Development District for an Office Center to advance the improvements to the site as proposed, with consideration to the existing use of a mixed-use office/administration building and low-density dormitories on the property located at 2701 N. "A" Street.

The property currently has a specific use permit (Ordinance No. 5626), which allows the property to be used as philanthropic offices as well as residences for persons with disabilities. Since the current zoning ordinance does not allow this use through a specific use designation, a planned development district provides some flexibility to allow for these uses.

The site plan, attached hereto as Exhibit A, shows a proposed Day-Use Building of 2,360 sq. ft., a two story Office Building of 8,260 sq. ft., and improvements to the existing park. The two existing office buildings will be demolished. The existing residential buildings will remain.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

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 objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Would like to see a completed application for these submittals please.

Engineering: (Approve)

No objection to zone change.

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. The finish floor of any structure needs to be 1 foot above the base flood elevation and an elevation certificate will be required during the building permit process.

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.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request has been recommended for approval by a unanimous vote at the January 6, 2020 Planning and Zoning Commission meeting.

This request was approved at the January 28th City Council meeting.

Staff recommends approval of this zone change, subject to conditions A through C.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the O-1, Office District.**

B. **That this property shall conform to the site plan and elevations, which are attached hereto and incorporated herein as Exhibits "A".**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

Letters of Objection:

Staff has not received any objections as of January 22, 2020.

Attachments:

Site Plan and Elevations (Exhibit A)
Application
Maps
Ordinance No. 5626

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-19-0160

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone ( ) Email	
Printed Name: MARC, Inc.			
Address: 2701 N. "A" Street	City: Midland	State: TX	Zip: 79705

Property Owner		Phone ( ) Email	
Printed Name: " "			
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)*		Phone (432-) 266-8289 Email	
Firm: Maverick Engineering			
Printed Name: Paladin Huckaba		phuckaba@maverick-eng.com	
Address: 1909 W. Wall St. Suite K	City: Midland	State: TX	Zip: 79701

Street Address: 2701 N. "A" Street

Legal Description
Lot: 4 Block: 10 Subdivision: A Street Community Center, Section 4

Current Zoning: SF1	**Proposed Zone:** PDOC *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Advance the improvements to site as proposed, with consideration to the existing use.

Present Use of Property: Mixed-use, office/admin, and low density dormitories on site.

Proposed Use of Property: Same

How would this zone change affect the public health, safety and welfare?
This change proposes no changes to the residential component and will retain the same office/admin uses

Describe how conditions affecting the property have changed since present zoning designation: Site is proposed for building construction & improvements.

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
DEC 13 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 12/4/19
Applicant (printed): Paladin Huckaba	
Property Owner (signature): Charlotte Boseckr	Date: 12/5/19
Property Owner (printed): Charlotte Boseckr	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by MARC, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 12 day of December, 2019, to certify which witness my hand and seal of office.

Kelsey Ann Stine

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

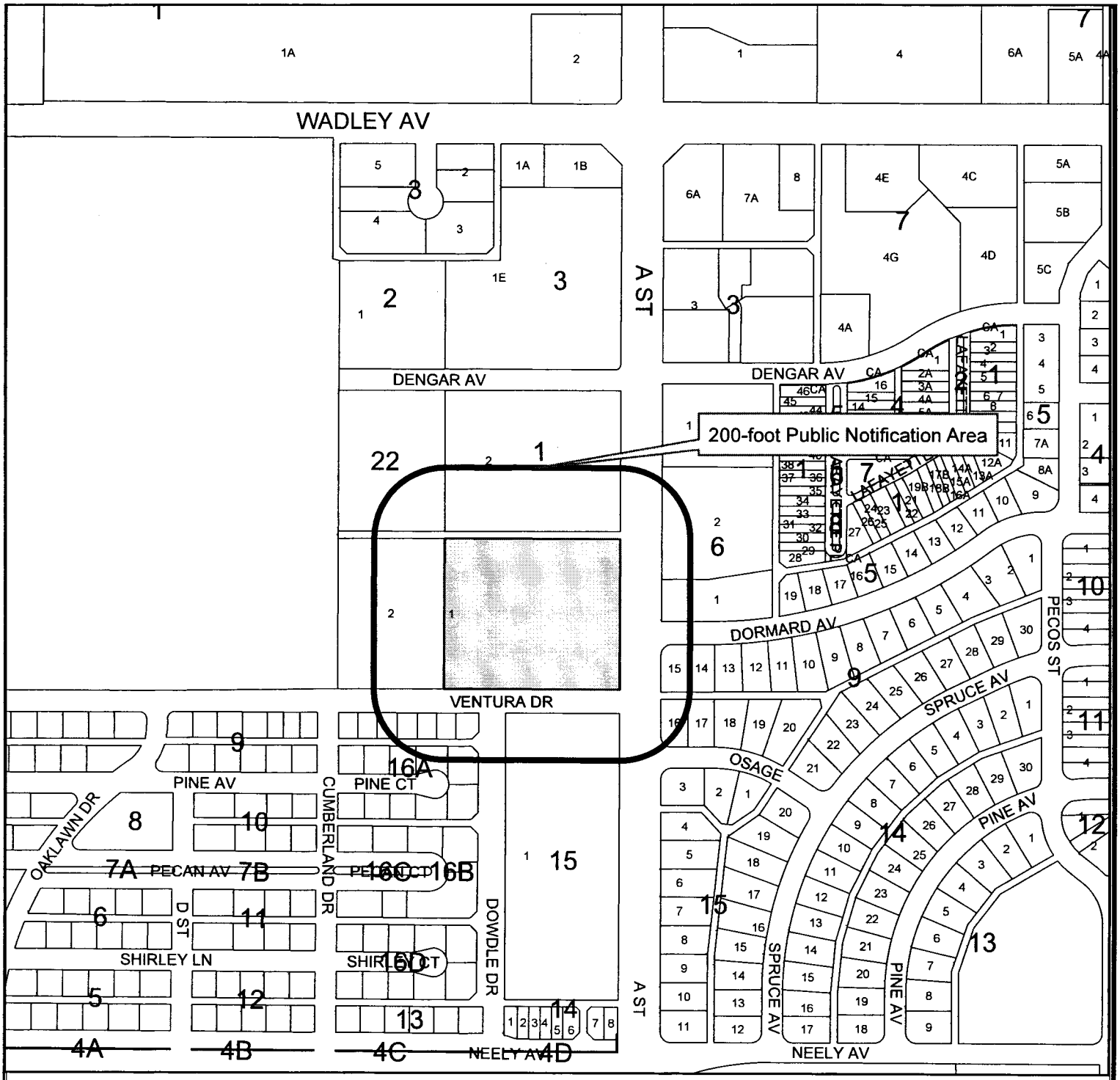
NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456366

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3025	
Received By: g.a.c	Date: DEC 13 2019

RECEIVED
CITY OF MIDLAND
PLANNING DIVISION OFFICE

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

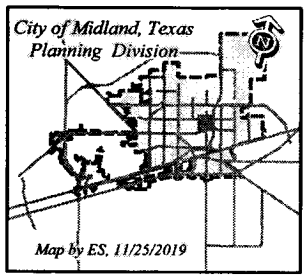
SUDwo-19-0016 **Scale: 1" = 400'**

Consider a request by MARC INC., for a zone change from SF-1, Single Family Dwelling District, to PD, Planned Development District for an Office Center, on Lot 1, Block 4, "A" Street Community Center, Section 4, City and County of Midland, Texas.

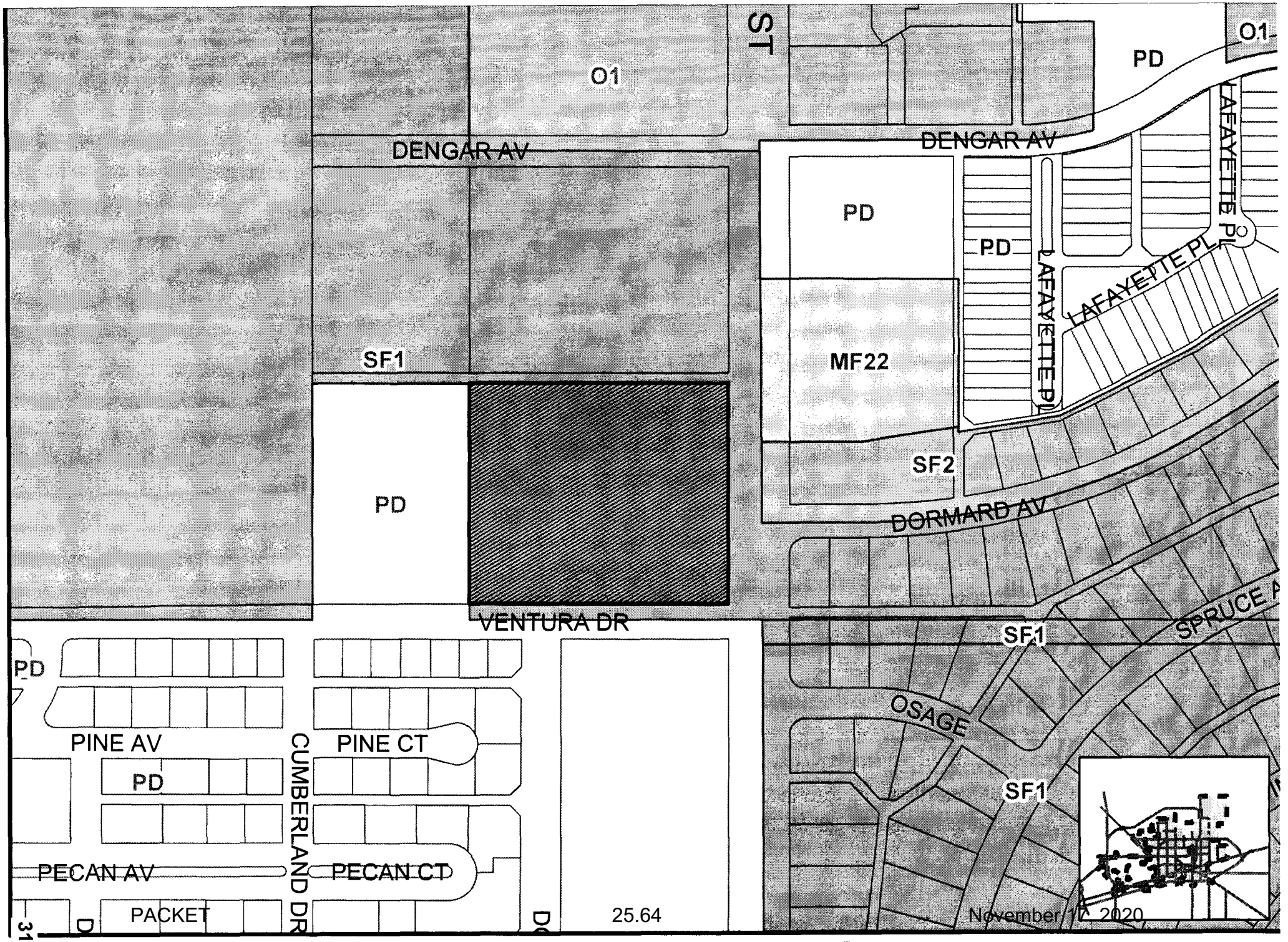
Generally located on the northwest corner of the intersection of A Street and Ventura Drive. (Council District 3).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 17, 2020



31.15

By ES, 12/31/2019

Z-19-0160

Scale: 1" = 200'

ZONING MAP

LOT; NOR IS IT DESIGNED
INFORMATION CONTAINED

31.19




STOP





City Council Meeting

Item Number: 26

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.075-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 1, SHILOH SUBDIVISION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST SCHARBAUER DRIVE AND NORTH C STREET, APPROXIMATELY 220 FEET NORTH OF SHELL AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,167.50; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

The applicants, John Cole Maxey, Jason and Judith Tarlton, Andrew and Yafei Belvins, and Jake Sanchez Jr. (Oncor) are requesting to vacate the 0.075-acre portion of alley right-of-way, located adjacent to Block 1, Shiloh Subdivision, so they can have a larger backyard and additional parking.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2020 appraised value of the alley right-of-way for the 3,267 square feet is $8,167.50.

Discussion:

The applicants, John Cole Maxey, Jason and Judith Tarlton, Andrew and Yafei, and Jake Sanchez Jr. (Oncor) are requesting to vacate the 0.075-acre portion of alley right-of-way, located adjacent to Block 1, Shiloh Subdivision, so they can have a larger backyard and additional parking.

The Midland Central's Appraisal District's appraisal for the 3,267 square feet is $8,167.50 .

The applicants will need to retain an accessible easement for all affected utilities until each existing easement user abandons its use of the easement and replat the property prior to the alley being vacated.

This request has been circulated to 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.

Code Administration: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No Objection.

Transportation: (Approved with Conditions)

Has Oncor approved of vacation? In past discussions, Legal indicated that had to sign off.

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Midland Central Appraisal District:

The current market value of the 3,267 square feet is $8,167.50.

AT&T: (Approved)

2020 - Yes, I believe we are still good. We have stuff on the other side of the alley but it looks like that isn't where the vacate is for.

2019 - AT&T has cables going down that alley feeding multiple customers there. there is not another way to feed these customers we cannot vacate this alley.

Atmos: (Approved with Conditions)

2020 - We are not unless a utility easement is referenced. Is the entire 10' alley portion (referenced in green-along all 3 lots) still being requested to be vacated or just the part along his property? We have no objection to the portion adjacent to his property, or the others, as long as a utility easement is referenced in the plats, beginning 15' inside his E. property line and extending E. to 'C' Street. I saw no utility easement referenced.

2019 - Atmos Energy currently has facilities located within the above described Right of Way south of Scharbauer and west of C Street. We currently have a 2in. Pe Gas main that extends west from C Street approximately 145ft. Atmos would have no objections to the proposed vacate however since customers are currently being served off this line a 10ft. utility easement would need to be maintained the extent of our gas line or to 15 ft west of Lot 2 (W. property line). Atmos would still need to have periodic access to this line for future survey and maintenance purpose.

Grande: (Approved)

2020 - Grande is still okay with it.

2019 - Grande Communications does not have any facilities in the Right-of-Way Segment known as Vacate V-19-0016.

Oncor: (Approved with Conditions)

2020 - I am good with it as long as the fence is built as it was staked and is not within Oncor's ROW.

2019 – I looked at this request in the field last week. Sorry it took a while to get back with you. I am not going to be able to vacate this easement per the customer's request. We have a transmission right of way in that corridor and also have distribution facilities located in that area to serve both of those homes. Please let me know if you have any questions.

Suddenlink: (Approved)

2020 - As long as we are not relocating our facilities in the alley, we should be fine.

2019 - We have no issue with the owners enclosing the highlighted area that is their property, I would ask them to have that area located to ensure there are no underground utilities in question.

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 or the utilities are relocated.

This request was approved at the November 3, 2020 City Council meeting.

Therefore, staff recommends approval for the vacation of the 0.075-acre portion of alley right-of-way, located adjacent to Block 1, Shiloh Subdivision, City and County of Midland, Texas, subject to conditions A through C.

Conditions:

A. **That an accessible nonexclusive utility easement is retained.**

B. **That the City of Midland receives from the property owner a sum of $8,167.50.**

C. **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 October 28, 2020, staff has not received any letters of objection to this request.

Attachments:

Application
Maps
Vacation Survey (Exhibit A)
Responses from Franchise Utility Companies and Midland Central Appraisal District

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.075-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 1, SHILOH SUBDIVISION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST SCHARBAUER DRIVE AND NORTH C STREET, APPROXIMATELY 220 FEET NORTH OF SHELL AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,167.50; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.075-acre portion of alley right-of-way located adjacent to Block 1, Shiloh Subdivision, 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 $8,167.50, 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 from the abutting property owner(s) the sum of $8,167.50; and

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.

SECTION THREE. That the City herein retains a 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 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., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

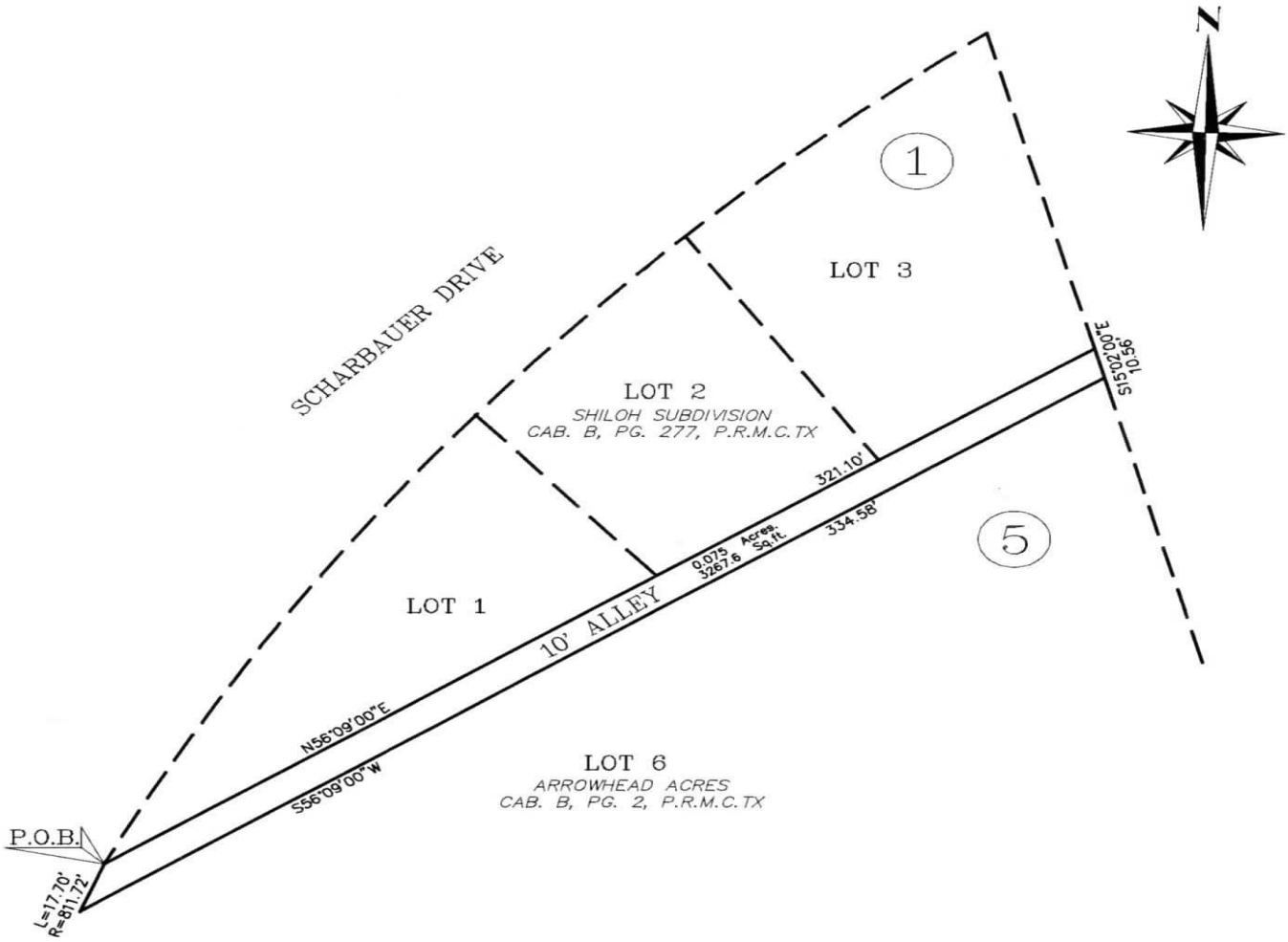
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

COPYRIGHT 2019



BEING a description only of a 0.075 acre tract of land out of Arrowhead Acres, filed of record in Cabinet B, Page 2, Plat Records, Midland County, Texas, known as a 10 foot alley adjacent to the North line of Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone), and adjacent to the South line of Block 1, Shiloh Subdivision, filed of record in Cabinet B, Page 277, Plat Records, Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINING at a point at the Southwest corner of said Shiloh Subdivision in the curved South line of Scharbauer Drive for the Northwest corner of this tract;

THENCE N 56°09'00" E along the North line of said 10 foot alley and the South line of said Shiloh Subdivision a distance of 321.10 feet to a point at the Southeast corner of said Shiloh Subdivision in the West line of North "C" street for the Northeast corner of this tract;

THENCE S 15°02'00" E along the west line of said North "C" Street a distance of 10.56 feet to a point at the Northeast corner of said Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) for the Southeast corner of this tract;

THENCE S 56°09'00" W along the North line of said Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) a distance of 332.30 feet to a point at the Northwest corner of Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) in the curved South line of Scharbauer Drive for the Southwest corner of this tract;

THENCE along a curve to the Right having a radius of 811.72 feet and a curve length of 17.70 feet to the POINT OF BEGINNING.

JUL - 2 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

50 25 0 50

SCALE: 1" = 50'

Dated this the 25th day of June 2019.

Bruce R. Pennell

Registered Professional Land Surveyor No. 4170
Date: 06/25/19

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP21142	DATA FILE: N/A	DRAWN BY: MARCY N.	BOOK/PAGE: 1/

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

MIDLAND
Feel the Energy!

Office of the City Manager

October 23, 2020

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.075-acre portion of alley right-of-way located adjacent to Block 1, Shiloh Subdivision, 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 $8,167.50. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

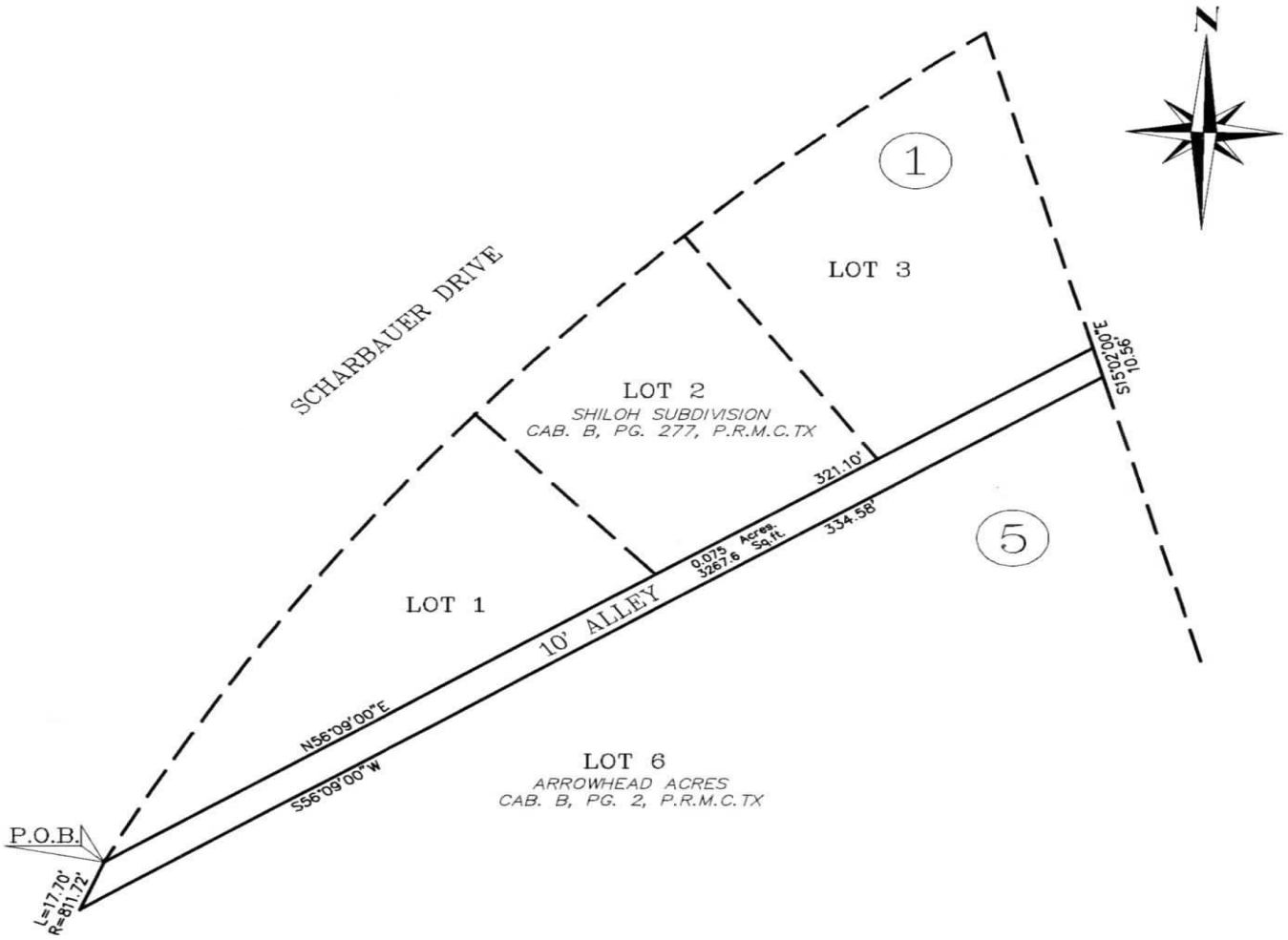
Very truly yours,

Robert Patrick
Interim City Manager

EXHIBIT "B"

300 N Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

COPYRIGHT 2019



BEING a description only of a 0.075 acre tract of land out of Arrowhead Acres, filed of record in Cabinet B, Page 2, Plat Records, Midland County, Texas, known as a 10 foot alley adjacent to the North line of Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone), and adjacent to the South line of Block 1, Shiloh Subdivision, filed of record in Cabinet B, Page 277, Plat Records, Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINING at a point at the Southwest corner of said Shiloh Subdivision in the curved South line of Scharbauer Drive for the Northwest corner of this tract;

THENCE N 56°09'00" E along the North line of said 10 foot alley and the South line of said Shiloh Subdivision a distance of 321.10 feet to a point at the Southeast corner of said Shiloh Subdivision in the West line of North "C" street for the Northeast corner of this tract;

THENCE S 15°02'00" E along the west line of said North "C" Street a distance of 10.56 feet to a point at the Northeast corner of said Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) for the Southeast corner of this tract;

THENCE S 56°09'00" W along the North line of said Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) a distance of 332.30 feet to a point at the Northwest corner of Lot 6, Block 5 (known as Texas Electric Service Co. Safety Zone) in the curved South line of Scharbauer Drive for the Southwest corner of this tract;

THENCE along a curve to the Right having a radius of 811.72 feet and a curve length of 17.70 feet to the POINT OF BEGINNING.

JUL - 2 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

50 25 0 50

SCALE: 1" = 50'

Dated this the 25th day of June 2019.

Bruce R. Pennell

Registered Professional Land Surveyor No. 4170
Date: 06/25/19

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP21142	DATA FILE: N/A	DRAWN BY: MARCY N.	BOOK/PAGE: 1/

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

MIDLAND
Planning Department

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (575) 626-6502
Printed Name: Cole Maxey		Email cole1930@hotmail.com
Address 1005 W Scharbauer	City Midland	State TX Zip 79705

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 1005 W Scharbauer and the two houses North on Scharbauer request vacating the 10 ft easement that extends along the southern border of our 3 properties and extends from Scharbauer to C Street

Reason for Request: ability to have parking and backyard, barrier between house and alley

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: there are no utilities within the easement and the easement is not necessary for utility access

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: 7/01/2020
Affected Property Owners:		
Signature: Judith Deerington Tarlton	Print: JUDITH DEERINGTON TARLTON	Date: 7-3-20
Signature: Yafei Blevins	Print: Yafei Blevins	Date 7-6-20
Signature:	Print: Jake Sandler Jr.	Date 10-5-20
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

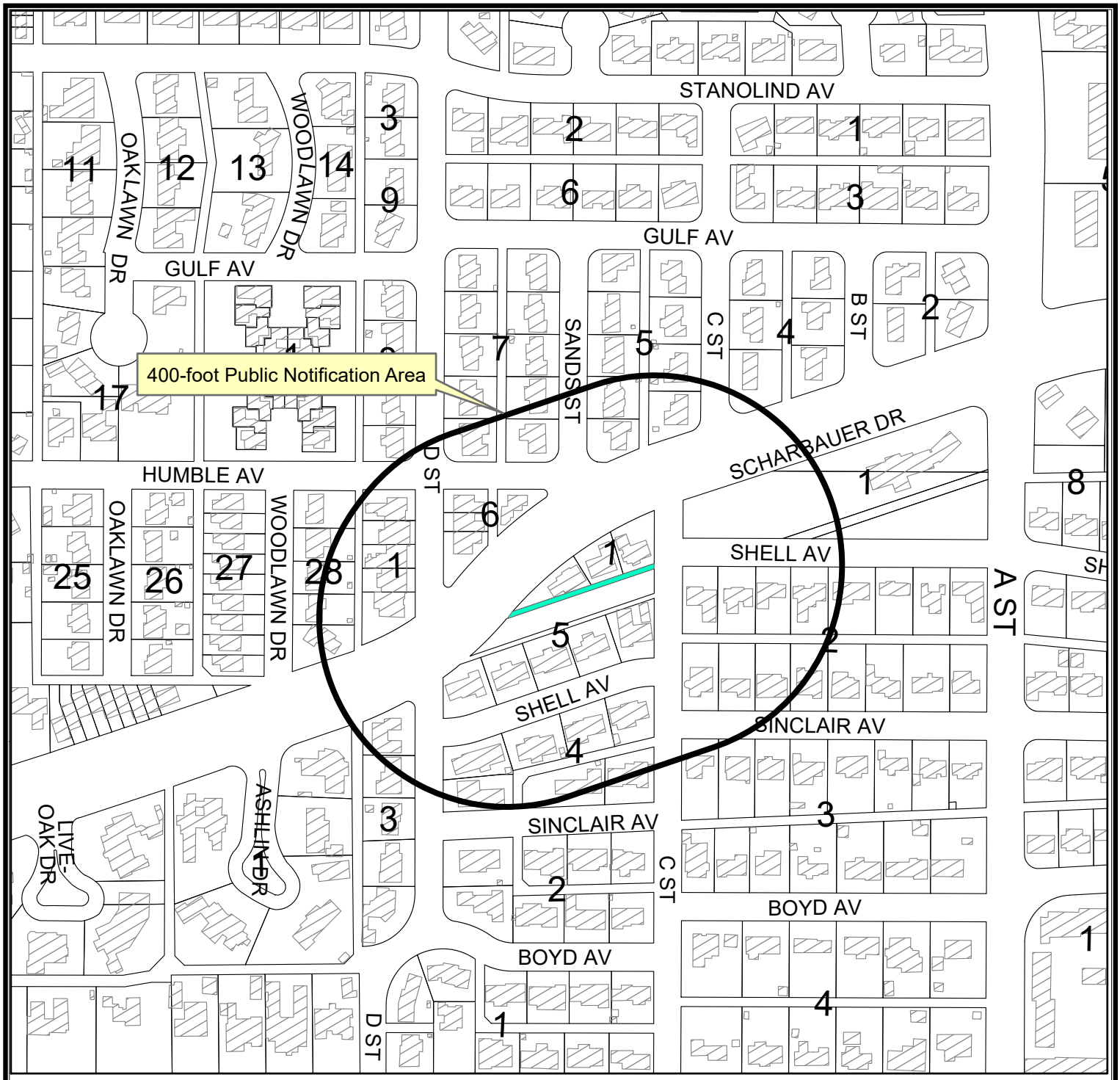
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check # _____

Received By:	Date:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

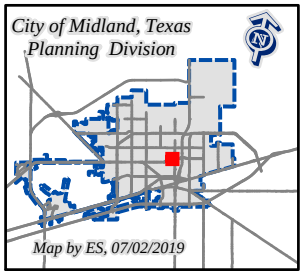
V-20-0029 **Scale: 1" = 300'**

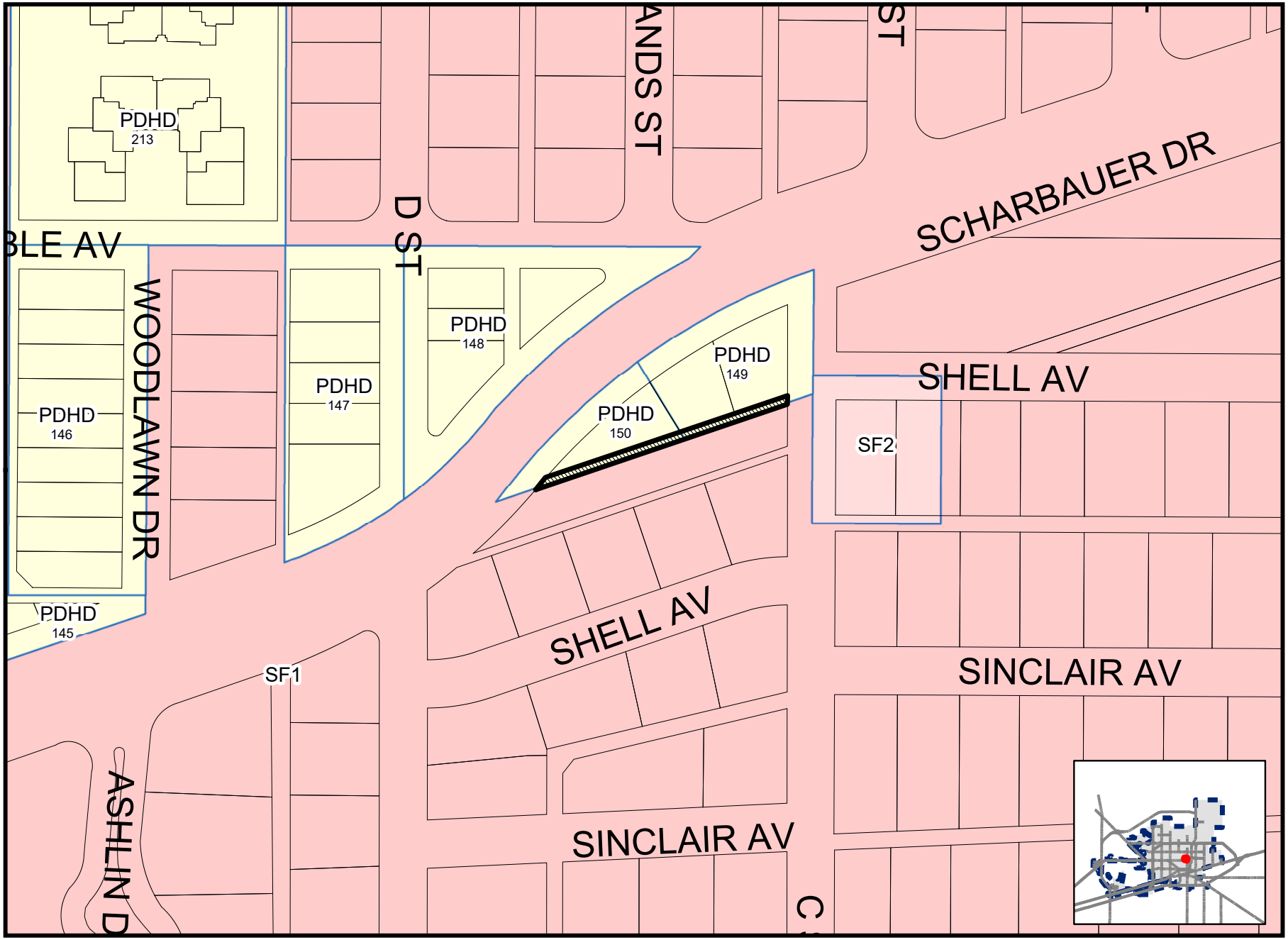
Consider a request for a vacation of the 0.075-acre portion of alley right-of-way, located adjacent to Block 1, Shiloh Subdivision, City and County of Midland, Texas.

Generally located between W. Scharbauer Drive and N. C Street, approximately 220–feet north of Shell Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 07/02/2019

V-19-0016

Scale: 1" = 150'

ZONING MAP

MI
PRI
OF
LCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

Elizabeth Shaughnessy

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, July 9, 2020 1:35 PM
To: Elizabeth Shaughnessy
Subject: RE: Vacation Request- John Cole Maxey

Yes, I believe we are still good. We have stuff on the other side of the alley but it looks like that isn't where the vacate is for.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Thursday, July 9, 2020 1:24 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation Request- John Cole Maxey

Hi Jerry,

This vacation came back and I Just wanted to confirm you are still ok with the vacation.

Please see new attachments.

Thank you!

Elizabeth Shaughnessy

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Wednesday, July 10, 2019 10:21 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

Sorry about that, I thought you meant that whole area. We don't have anything in the pink area so I am good with vacating that.

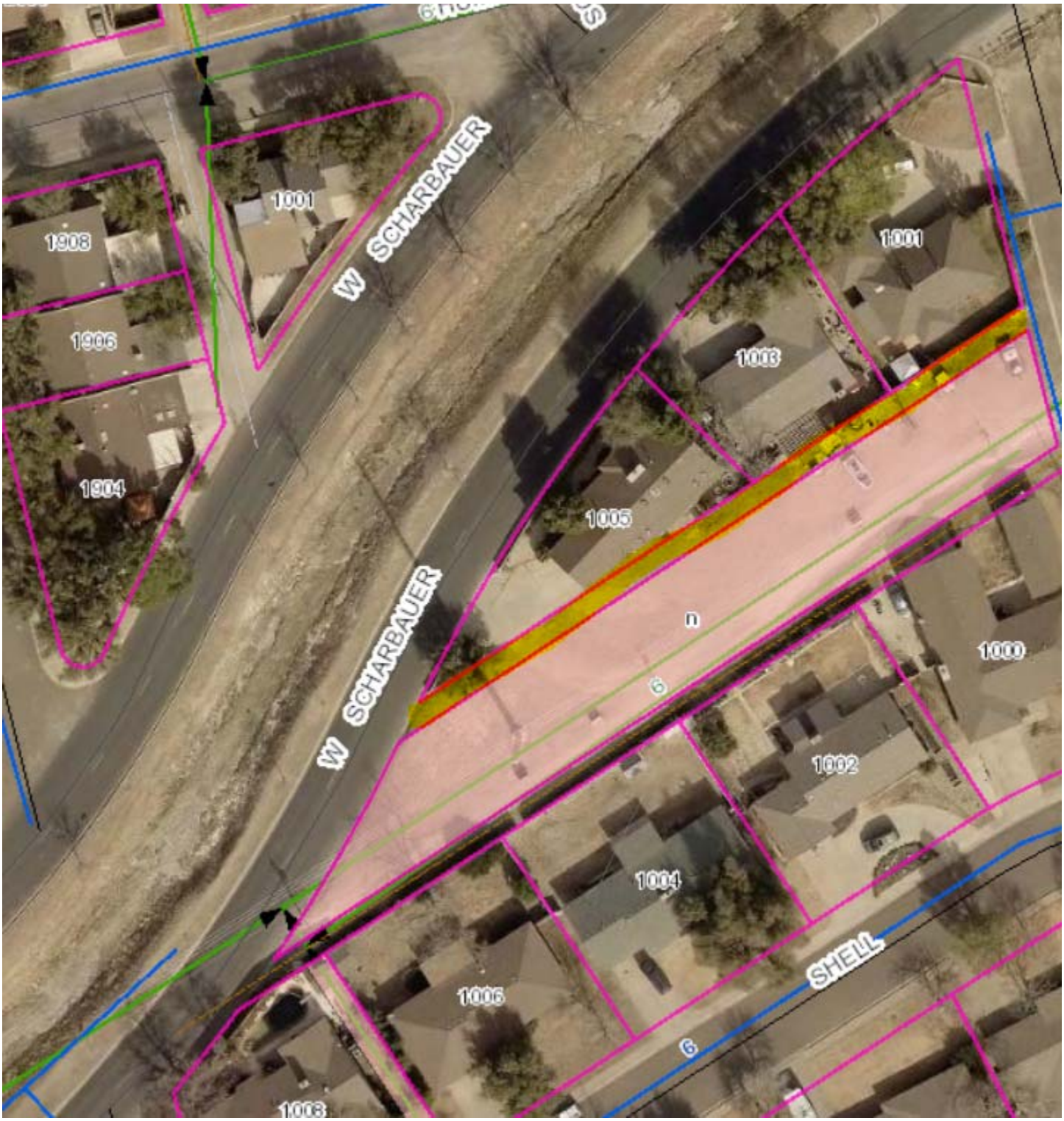
Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Monday, July 08, 2019 8:06 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation Request- John Cole Maxey

Good Morning Jerry,

Hope you had a wonderful 4th of July.

Just wanted to double check that we are talking about the same right-of-way. They want to vacate the yellow section shown on the image below. There is an existing utility easement located adjacent to the section that they would like to vacate, this easement is the one in Pink in the image below. However that easement (pink one) will not be vacated.



These 3 property owners are trying to vacate the right-of way (in yellow), with the end goal to fence the vacated area as part of their property. They will be fencing up to the easement but not the easement. Would you be oppose to them inclosing that area vacated?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: UNDERWOOD, JERRY D [mailto:ju1659@att.com]
Sent: Friday, July 5, 2019 3:05 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

We do have cable going down that alley feeding multiple customers there. Since there is not another way to feed these customers we cannot vacate this alley.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, July 02, 2019 4:34 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>
Subject: Vacation Request- John Cole Maxey

Mr. Underwood,

John Cole Maxey, Jason and Judith Tarlton, and Andrew and Yafei have requested to vacate the above described Right of Way (see attachments: Exhibit A, V-19-0016 Location Map and V-19-0016 Zoning Map). Please advise this office 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.

Please let me know if you have any questions regarding vacations!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS energy

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
300 N. Loraine
Midland, Texas 79701

August 5, 2019

Re: Case Name: John Cole Maxey
Case Number: V-19-0016

Mrs. Shaughnessy,

Atmos Energy currently has facilities located within the above described Right of Way south of Scharbauer and west of C Street. We currently have a 2in. Pe gas main that extends west from C Street approximately 145ft. Atmos would have no objections to the proposed vacate however since customers are currently being served off this line a 10ft. utility easement would need to be maintained the extent of our gas line or to 15ft. west of Lot 2 (W. property line). Atmos would still need to have periodic access to this line for future survey and maintenance purposes.
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
432-617-3450 fax
mark.lieb@atmosenergy.com

From: Lieb, Mark D
To: Elizabeth Shaughnessy
Subject: RE: Vacation Request- John Cole Maxey
Date: Friday, July 10, 2020 9:57:08 AM
Attachments: image001.png
image002.png
image003.png
image004.png
V-19-0016, Location Map.pdf
V-19-0016, Plat.pdf
Rev Request to Vacate Scharbauer and C St alley.pdf

Elizabeth,

we are not unless a utility easement is referenced. Is the entire 10' alley portion (referenced in green-along all 3 lots) still being requested to be vacated or just the part along his property? We have no objection to the portion adjacent to his property, or the others, as long as a utility easement is referenced in the plats, beginning 15' inside his E. property line and extending E. to 'C' Street. I saw no utility easement referenced.
Thanks.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
Mark.Lieb@atmosenergy.com

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Thursday, July 9, 2020 1:19 PM
To: Lieb, Mark D <Mark.Lieb@atmosenergy.com>
Subject: [EXT] RE: Vacation Request- John Cole Maxey

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mark,

This vacation came back. Just wanted to confirm you are still ok with the vacation.

Thank you!

Elizabeth Shaughnessy

From: Lieb, Mark D <Mark.Lieb@atmosenergy.com>
Sent: Monday, August 5, 2019 1:41 PM

To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

Elizabeth,

attached is the revised vacate request previously discussed concerning the 10' alley vacate near C Street & Scharbauer. After visiting with Mr. Maxey I advised that, if all property owners were in agreement, we could vacate this 10' right of way on the condition it is included & referenced as a utility easement when the properties are replatted. Our gas line ends within 15' of his E. property line so the easements west boundary would end at that location.
Thanks again.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
Mark.Lieb@atmosenergy.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Tuesday, July 2, 2019 4:36 PM
To: Lieb, Mark D <Mark.Lieb@atmosenergy.com>
Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>
Subject: [EXT] Vacation Request- John Cole Maxey

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Lieb,

John Cole Maxey, Jason and Judith Tarlton, and Andrew and Yafei have requested to vacate the above described Right of Way (see attachments: Exhibit A, V-19-0016 Location Map and V-19-0016 Zoning Map). Please advise this office 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.

Please let me know if you have any questions regarding vacations!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Grande Construction Office
Midland-Odessa
2401 East Interstate Highway 20
Odessa Texas 79766

July 3, 2019

Elizabeth Shaughnessy,

Senior Planner/Department of Development Services

City of Midland

Re: John Cole Maxey V-19-0016
Dear Glenda,

Grande Communications does not have any facilities in the Right-of-Way Segment known as Vacate V-19-0016. Please let me know if I can be of further assistance.

Sincerely

Bill Bentley

William (Bill) Bentley
Construction Coordinator
Midland/Odessa
432.272.3086 Office
432.653.9369 Cell
william.bentley@mygrande.com

Elizabeth Shaughnessy

From: William Bentley <william.bentley@mygrande.com>
Sent: Thursday, July 9, 2020 1:45 PM
To: Elizabeth Shaughnessy
Cc: Vicki Byler; Kelley Carson
Subject: Re: Vacation Request- John Cole Maxey
Attachments: Grande Response V19-0016.pdf

Elizabeth,
Grande is still okay with it.
Thanks,
Bill

On Thu, Jul 9, 2020 at 1:31 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Hi William,
>
> This vacation came back and I Just wanted to confirm, you are still ok with the vacation.
>
> Please see new attachments.
>
> Thank you!
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: William Bentley <william.bentley@mygrande.com>
Sent: Wednesday, July 3, 2019 7:56 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>; Vicki Byler <vicki.byler@mygrande.com>; Kelley Carson <kelley.carson@mygrande.com>
Subject: Re: Vacation Request- John Cole Maxey

On Tue, Jul 2, 2019 at 4:36 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Mr. Bentley,

John Cole Maxey, Jason and Judith Tarlton, and Andrew and Yafei have requested to vacate the above described Right of Way (see attachments: Exhibit A, V-19-0016 Location Map and V-19-0016 Zoning Map). Please advise this office 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.

Please let me know if you have any questions regarding vacations!

Respectfully,

Elizabeth Shaughnessy

Senior Planner|Development Services

O. 432-685-7400

E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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--

William (Bill) Bentley

Construction Coordinator

Midland/Odessa

432.272.3086 Office

432.653.9369 Cell

william.bentley@mygrande.com

--

William (Bill) Bentley

Construction Coordinator

Midland/Odessa

432.272.3086 Office

432.653.9369 Cell

william.bentley@mygrande.com

2401 E IH 20 Odessa Tx 79766

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Elizabeth Shaughnessy

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Wednesday, August 26, 2020 4:42 PM
To: Hilario, Melody; Cole Maxey; Elizabeth Shaughnessy
Subject: RE: RE Vacation Request- John Cole Maxey

I have no objections on the distribution side. I will need someone in legal to sign off on the plat due to the proximity to the transmission even if there is no objection.

From: Hilario, Melody
Sent: Wednesday, August 26, 2020 4:28 PM
To: Cole Maxey <cole1930@hotmail.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Cole,

Oncor transmission verified that the fence was not staked within the transmission ROW, Oncor's fee property. However because we are not granting any permission we don't feel like Oncor Transmission ROW needs to sign off on application. I don't recall how the fence was going to impact Oncor distribution, I will let Jeff answer for the Oncor Distribution group.

Thank you,
Melody Hilario
Right Of Way Agent
Oncor | Transmission Engineering - ROW
115 W. 7th Street, Suite 505
Fort Worth, Texas 76102
Office: 817.215.5100
melody.hilario@oncor.com

From: Cole Maxey [mailto:cole1930@hotmail.com]
Sent: Wednesday, August 26, 2020 9:04 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>; Hilario, Melody <Melody.Hilario@oncor.com>
Subject: Re: RE Vacation Request- John Cole Maxey

Good morning Melody and Jeff,

Just wanted to check in on this. I believe all we need at this point is a signature on the application. Would it be possible to sign the application that Elizabeth needs this week?

Thanks!

Cole

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, August 18, 2020 9:14 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Cole <cole1930@hotmail.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Hi Jeffrey,

I was just following up again to check on the status of the previous email. We are wondering if you have heard or know where Oncor is with the application signature to the vacation request?

Thank you!

Elizabeth Shaughnessy

From: Elizabeth Shaughnessy
Sent: Tuesday, July 28, 2020 1:46 PM
To: 'Henderson, Jeffrey' <Jeffrey.Henderson@oncor.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Hi Jeffrey,

I was just following up to check on the status of the previous email.

Thank you!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





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From: Elizabeth Shaughnessy
Sent: Wednesday, July 15, 2020 10:55 AM

To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Hi Jeffrey,

Per our legal department they are requesting for Oncor's signature on the application, attach. Since Oncor would own ½ of the vacation. It would be up to the residents from the north and Oncor to settle ownership.

Please let me know if you have any questions.

Thanks!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





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From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Friday, July 10, 2020 5:49 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Hilario, Melody <Melody.Hilario@oncor.com>; cole1930@hotmail.com
Subject: RE: RE Vacation Request- John Cole Maxey

Yes, I am good with this.
Thanks.
Jeff

Jeffrey R. Henderson
Supervisor
Oncor | PMDS
2401 W. Industrial Ave.
Midland, TX 79701

Office: 432-756-4113
Cell: 432-894-8413
Jeffrey.henderson@oncor.com

oncor.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Thursday, July 9, 2020 1:34 PM
To: Hilario, Melody <Melody.Hilario@oncor.com>; Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>; cole1930@hotmail.com
Subject: RE: RE Vacation Request- John Cole Maxey

Dear All,

As you are aware this vacation came back and I Just wanted to confirm you are still ok with the vacation.

Please see new attachments.

Thank you!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



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From: Hilario, Melody <Melody.Hilario@oncor.com>
Sent: Tuesday, July 7, 2020 1:24 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>; cole1930@hotmail.com
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: RE Vacation Request- John Cole Maxey

Oncor Transmission has no issues with the proposed fence as it has been staked.

Thank you,
Melody Hilario
Right Of Way Agent
Oncor | Transmission Engineering - ROW
115 W. 7th Street, Suite 505
Fort Worth, Texas 76102
Office: 817.215.5100
melody.hilario@oncor.com

From: Henderson, Jeffrey
Sent: Monday, June 29, 2020 8:49 PM
To: cole1930@hotmail.com
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Hilario, Melody <Melody.Hilario@oncor.com>
Subject: RE: RE Vacation Request- John Cole Maxey

HI Cole,
I did check this Friday. It is ok as long as Melody concurs.
Thanks.
Jeff

From: cole1930@hotmail.com [mailto:cole1930@hotmail.com]
Sent: Monday, June 29, 2020 6:12 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Hilario, Melody <Melody.Hilario@oncor.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Hi Jeff, I've the back yard was staked with some blue spray paint. Would you be able to come check it out this week before it fades?

Cole

On Jun 18, 2020 10:27 PM, cole1930@hotmail.com wrote:

> Yessir, I will do that. I will be gone this weekend but will reach out to you next week.
>
> Thanks
>
> Cole
>
> On Jun 18, 2020 10:00 PM, "Henderson, Jeffrey" <Jeffrey.Henderson@oncor.com> wrote:
>
> > Yes, that would be great Cole. Just stake or paint the line & I will come back out & check it.
> > Thanks.
> > Jeff
> >
> > ---
> >
> > **From:** Cole Maxey [mailto:cole1930@hotmail.com]
> > **Sent:** Thursday, June 18, 2020 9:54 PM
> > **To:** Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
> > **Cc:** Hilario, Melody <Melody.Hilario@oncor.com>
> > **Subject:** Re: RE Vacation Request- John Cole Maxey
> >
> > Sorry for my delayed response.

Jeff, so in order for you to inspect and sign off, you need me to stake the boundary line? Please confirm that's all you need and I'll have it ready to go for you and we'll setup a time.

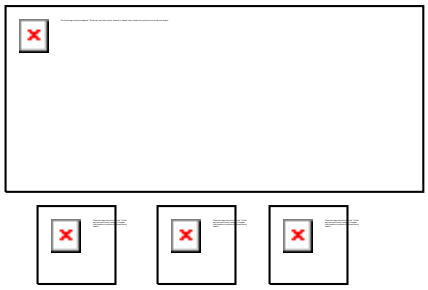
thanks,
Cole

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, June 10, 2020 5:53 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Hilario, Melody <Melody.Hilario@oncor.com>; , Cole Maxey <cole1930@hotmail.com>
Subject: RE: RE Vacation Request- John Cole Maxey

Great! Thank you for all your help.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

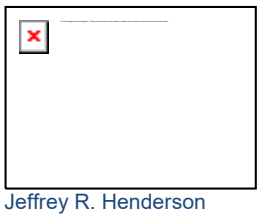


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From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Wednesday, June 10, 2020 5:30 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Hilario, Melody <Melody.Hilario@oncor.com>; , Cole Maxey <cole1930@hotmail.com>
Subject: RE: RE Vacation Request- John Cole Maxey

If Melody researched this for Oncor's Transmission side and has no issues or conflicts, I will sign off on this. I would like the fence line staked or marked though to look at it again in the field.
Thanks.
Jeff



Jeffrey R. Henderson
Supervisor-PMDS
Oncor/WTX Major Design
Midland Service Center
2401 W. Industrial Ave.
Midland, TX 79701
Ofc: 432-756-4113
Cell: 432-894-8413

jeffrey.henderson@oncor.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Wednesday, June 10, 2020 5:19 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Hilario, Melody <Melody.Hilario@oncor.com>; , Cole Maxey <cole1930@hotmail.com>
Subject: RE Vacation Request- John Cole Maxey

Hi Jeffrey,

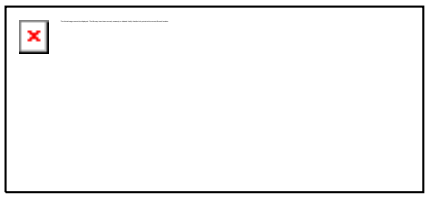
I am reaching out to you because Mr. Maxey is still trying to vacate this easement. Please review attachments.

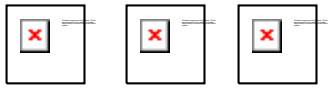
Mr. Maxey has been in communication with Melody Hilario and their conversation is below. If I am understanding correctly the section that he is trying to vacate is not part of Oncor.
If that is correct, do you approve of this vacation?

Thank you,

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





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From: Hilario, Melody <Melody.Hilario@oncor.com>
Sent: Tuesday, June 9, 2020 2:03 PM
To: Cole Maxey <cole1930@hotmail.com>
Subject: RE: Fence Encroachment

Cole,

The .07 acres does not appear to be on Oncor's property and so Oncor would not have any say in that area. From what I can tell that is a City alley way and the City would have to grant permission to use that space. It may help to have someone come out and stake where Oncor property line is just so you can be sure your fence and yard do not encroach into Oncor's ROW.

On the survey you provided there are 2 notes of right of way. Restrictive Covenants and Right of way for the City of Midland. I don't have those documents but there may be some language in those documents that cover the use of the alleyway.

Thank you for reaching out to us about this matter. If you have any more questions or need any more information, please let me know.

Thank you,
Melody Hilario
Right Of Way Agent
Oncor | Transmission Engineering - ROW
115 W. 7th Street, Suite 505
Fort Worth, Texas 76102
Office: 817.215.5100
melody.hilario@oncor.com

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Friday, July 26, 2019 1:13 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

Hello Elizabeth,
I looked at this request in the field last week. Sorry it took a while to get back with you. I am not going to be able to vacate this easement per the customer's request. We have a transmission right of way in that corridor and also have distribution facilities located in that area to serve both of those homes. Please let me know if you have any questions.
Thanks.
Jeff

Jeffrey R. Henderson
PMDS Supervisor-NCM
Oncor/West Texas Engineering
Midland Service Center
2401 W. Industrial Ave.
Midland, TX 79701

Ofc: 432-756-4113
Cell: 432-894-8413
jeffrey.henderson@oncor.com

Oncor.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Monday, July 15, 2019 9:30 AM
To: Henderson, Jeffrey
Subject: RE: Vacation Request- John Cole Maxey

Thank you!

From: Henderson, Jeffrey [mailto:Jeffrey.Henderson@oncor.com]
Sent: Friday, July 12, 2019 1:46 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

Hi Elizabeth,
I will look at this Monday morning.
Have a great weekend.
Jeff

Jeffrey R. Henderson
PMDS Supervisor-NCM
Oncor/West Texas Engineering
Midland Service Center
2401 W. Industrial Ave.
Midland, TX 79701

Tel: 432-756-4113-OFC
jeffrey.henderson@oncor.com

Oncor.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Tuesday, July 02, 2019 4:42 PM
To: Henderson, Jeffrey
Cc: Cristina Odenborg Burns
Subject: Vacation Request- John Cole Maxey

Mr. Henderson,

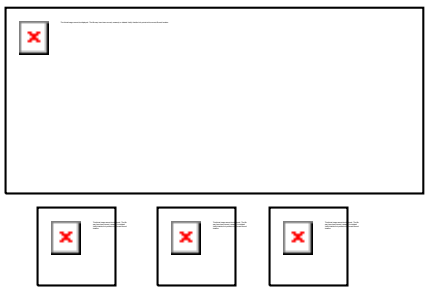
John Cole Maxey, Jason and Judith Tarlton, and Andrew and Yafei have requested to vacate the above described Right of Way (see attachments: Exhibit A, V-19-0016 Location Map and V-19-0016 Zoning Map). Please advise this office if your company has utilities within this right-of-way. We would appreciate 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.

I also wanted to mention that property located south of the requested vacation is Oncor's property. Please let us know if you would like to keep the right to your portion of the proposed vacation.

Please let me know if you have any questions regarding vacations!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



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Elizabeth Shaughnessy

From: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Sent: Tuesday, July 21, 2020 9:13 AM
To: Elizabeth Shaughnessy
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

There are 3 homes on Scharbauer north of the alley that have or had our services, are they taking out the sub poles? We have aerial drops that feed those 3 homes, if the poles are removed our cables will be hanging to low & not to specs.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, July 15, 2020 11:54 AM
To: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

[External Email]

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So does that mean you are ok with the vacation?

From: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Sent: Wednesday, July 15, 2020 10:55 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

Yes ma'am I see it, the only thing we have is aerial drops feeding our services to those homes. From across the alley, our cable plant is on the poles on the south of the alley.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, July 15, 2020 10:42 AM
To: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

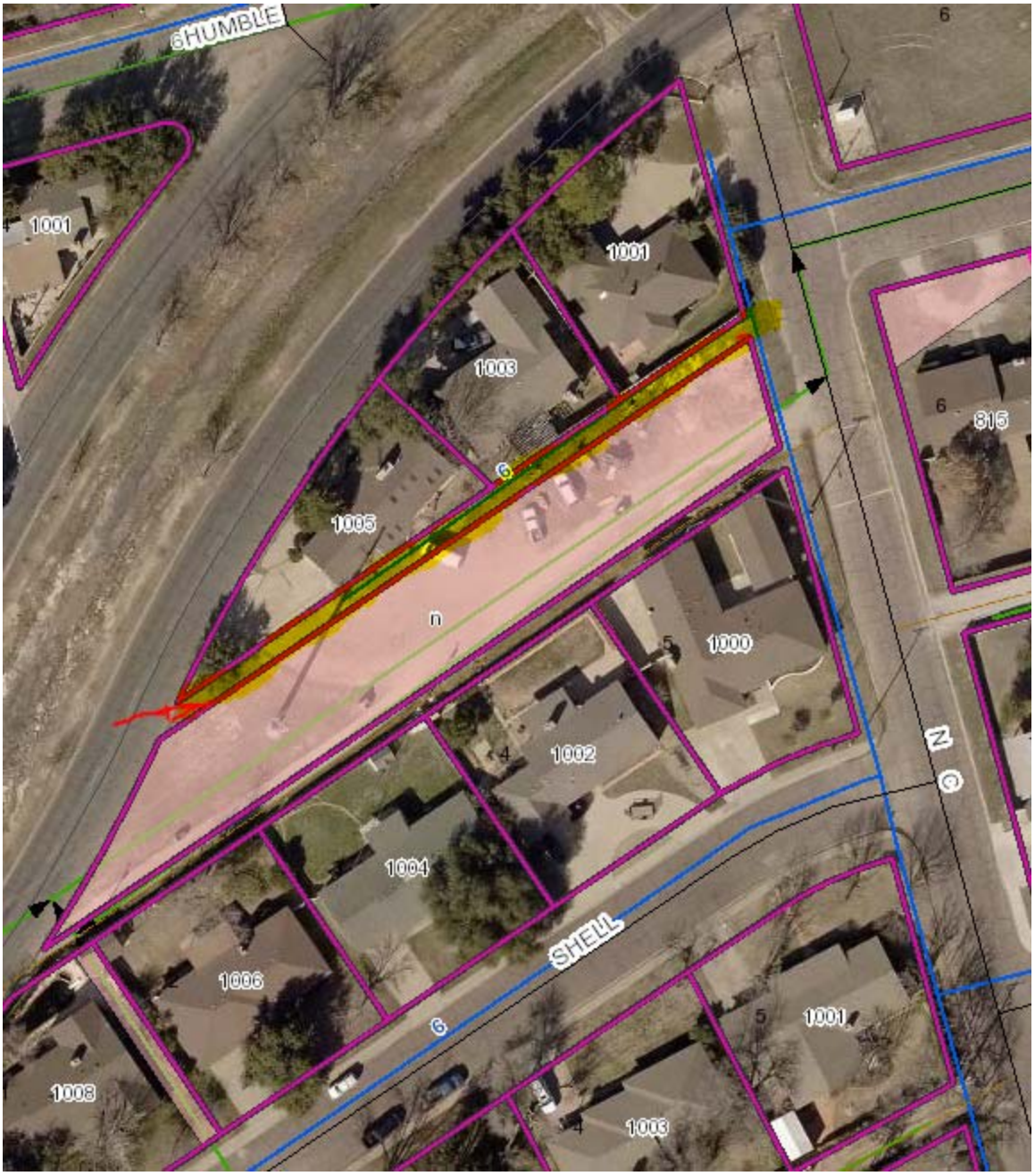
[External Email]

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.

Hi Luis,

Here is another image of the location. What is in yellow is what they want to vacate. We can zoom if needed.

Let me know.



From: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Sent: Wednesday, July 15, 2020 10:30 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

I tried to overlay the plat on Google earth & it just does not work.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, July 14, 2020 4:33 PM
To: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

[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.

It's the same as before. Nothing has changed. Maybe my last map was not clear.

From: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Sent: Monday, July 13, 2020 12:05 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - RE: Vacation Request- John Cole Maxey

As long as we are not relocating our facilities in the alley, we should be fine. This map looks a little different from the previous one. What new changes are on here?

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Thursday, July 9, 2020 1:26 PM
To: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Subject: External E-mail - RE: Vacation Request- John Cole Maxey

[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.

Hi Luis,

This vacation came back and I Just wanted to confirm you are still ok with the vacation.

Please see new attachments.

Thank you!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: Montez, Luis <luis.montez@AlticeTechServicesUSA.com>
Sent: Monday, July 8, 2019 5:43 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

I have no issue with the owners enclosing the highlighted area that is their property, I would ask them to have that area located to ensure there are no underground utilities in question.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, July 3, 2019 11:39 AM
To: Montez, Luis <luis.montez@AlticeTechServicesUSA.com>
Subject: RE: Vacation Request- John Cole Maxey

[External Email]
Ok, So my next question would be. These 3 property owners are trying to vacate the right-of way, with the end goal to fence the vacated area as part of their property. They will be fencing up to the easement but not the easement. Would you be oppose to them inclosing that area vacated?

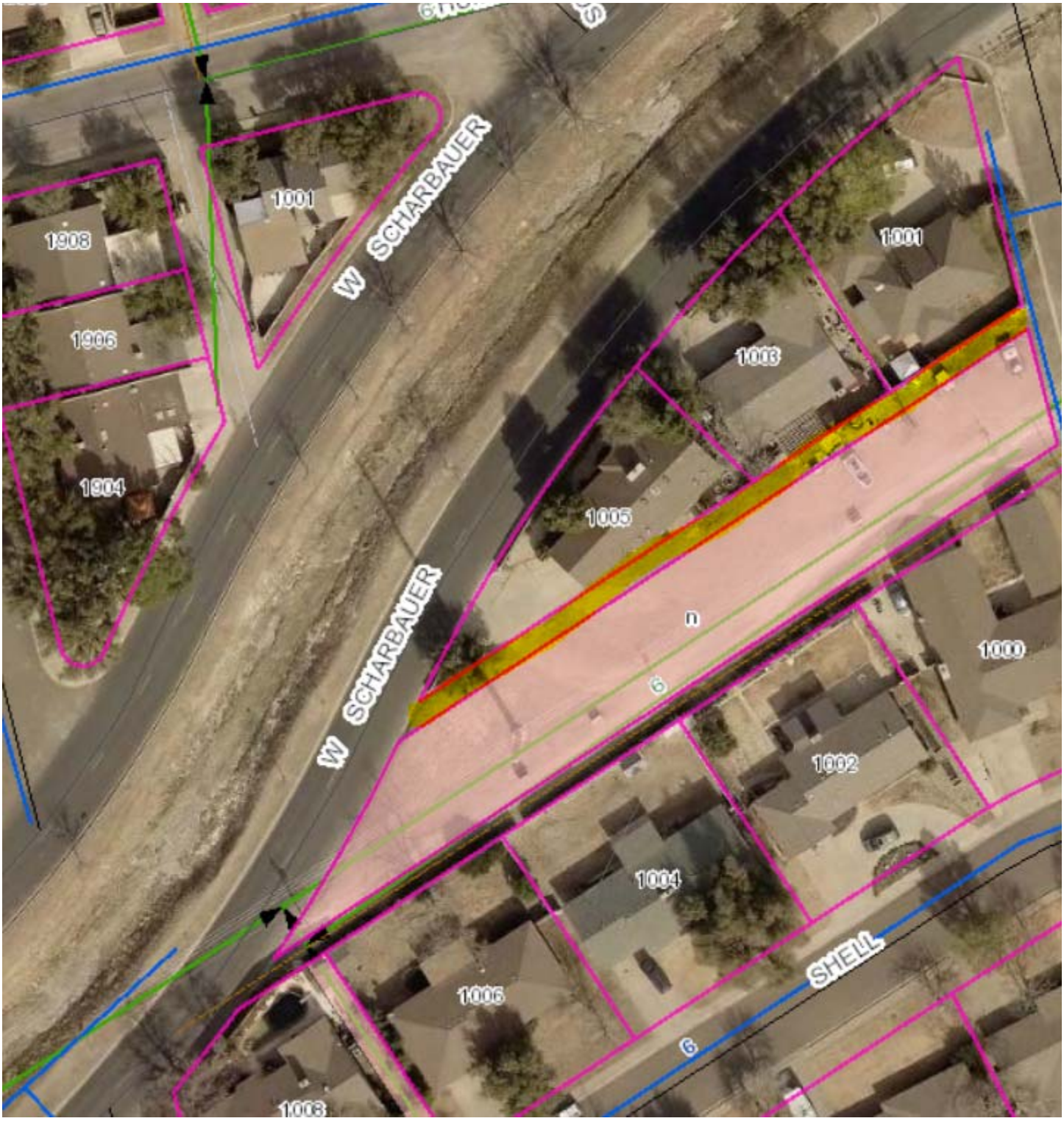
Thank you!

Elizabeth

From: Montez, Luis [mailto:luis.montez@AlticeTechServicesUSA.com]
Sent: Wednesday, July 3, 2019 11:29 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, July 3, 2019 11:12 AM
To: Montez, Luis <luis.montez@AlticeTechServicesUSA.com>
Subject: RE: Vacation Request- John Cole Maxey

[External Email]
Mr. Montez,
OK, we do have aerial house drops that feed those 3 homes, are we going to have to go underground to those homes? If so there may be some costs involved to bury those lines.
They are only trying to vacate the 10 feet (that is highlighted in yellow) that is shown in the image below:



The easement in pink will stay as an easement. Will it still affect your service?

Thank you!

Elizabeth Shaughnessy

From: Montez, Luis [mailto:luis.montez@AlticeTechServicesUSA.com]
Sent: Wednesday, July 3, 2019 11:00 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>

Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>
Subject: RE: Vacation Request- John Cole Maxey

Ms. Shaughnessy,
Suddenlink, has coax aerial plant that furnishes video, data & phone to 8 homes. If we need to relocate our services there will be significant costs involved

---

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, July 2, 2019 4:36 PM
To: Montez, Luis <luis.montez@AlticeTechServicesUSA.com>
Cc: Cristina Odenborg Burns <coburns@midlandtexas.gov>
Subject: Vacation Request- John Cole Maxey

[External Email]
Mr. Montez,

John Cole Maxey, Jason and Judith Tarlton, and Andrew and Yafei have requested to vacate the above described Right of Way (see attachments: Exhibit A, V-19-0016 Location Map and V-19-0016 Zoning Map). Please advise this office 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.

Please let me know if you have any questions regarding vacations!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: jbundick@midcad.org
Sent: Friday, October 23, 2020 9:37 AM
To: Elizabeth Shaughnessy
Subject: Land Valuation Request

Elizabeth,

I have reviewed the value of the proposed vacation of the 10" ally way in Arrowhead Acres as submitted in your recent email to me.
I concur with the valuation Mr. Dennis Rambo had presented to the City of Midland earlier as evidenced in your emails.

Dennis Rambo is a registered appraiser with the TDLR and acts as the district's Assistant Chief Appraiser.
I have delegated the duty of submitting and responding to City of Midland land value requests, to him.

There is no need whatsoever to have me confirm his prior submission to the City of Midland.

In summary, I concur with Mr. Rambo's analysis of $2.50 per foot on the proposed vacation of the alley way.
3,267sf x $2.50 = $8,167.50

Sincerely,
Jerry Bundick
Chief Appraiser

Midland Central Appraisal District
Jerry M. Bundick, RPA, RTA - Chief Appraiser
Voice: (432) 699-4991 Fax: (432) 689-7185

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City Council Meeting

Item Number: 27

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Valerie Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE WEST 0.45 ACRES OF LOT 27, BLOCK 10, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 303 FEET WEST OF SOUTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a lounge at 3704 W. Wall Street, Midland, Texas 79703.

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 3704 W. Wall Street, in the RR, Regional Retail District. The property to the north is zoned PD, Planned Development District for a Shopping Center, and is the location of a mini storage unit facility. The property to the east is zoned RR, Regional Retail District and is the location of a Dairy Queen restaurant. The property to the south is zoned C, Commercial District, and is the location of a Denny's Restaurant. The property to the west is zoned RR, Regional Retail District and is the location of a Metro Inn Motel.

Discussion:

Bar Two, LLC is requesting a Specific Use Designation for the property located at 3704 W. Wall Street, to be able to sell all alcoholic beverages for on premise consumption, within a lounge. The property is zoned RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The lounge is currently not in operation. The floor plan attached hereto a "Exhibit A" illustrates that the establishment will have a total square footage of 3,200 square feet, with an alcohol serviceable area of 2,700 square feet.

The proposed site plan provides adequate access and internal circulation. A total of 36 parking spaces are provided for the lounge.

The lounge is proposing the following hours of operation and alcohol service:

Monday through Sunday: 12:00 p.m. (noon) to 02:00 a.m., of the following day.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections

Fire: (Approved)

No objections

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved with Conditions)

The SUD for Bar Two, LLC is acceptable. The property must adhere to the maximum occupant load of 180 per 2018 IBC Occupancy Chart Calculations. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This 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). Bar Two, LLC, is proposing a local lounge that will give the citizens of Midland a new location to socialize within.

This request was recommended for approval at the October 5, 2020 Planning and Zoning Commission Meeting. This request was approved with a 6 to 1 vote at the November 3, 2020 City Council meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge, subject to Conditions A through F.

Conditions:

A. **That the serviceable area of the lounge shall be limited to approximately 2,700 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: 12:00 p.m. (noon) to 02:00 a.m., of the following day.

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 in accordance with Section 9.07.E.3 of the City Code, the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of October 28, 2020, staff has not received any letters of objections.

Attachments:

Floor 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE WEST 0.45 ACRES OF LOT 27, BLOCK 10, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 303 FEET WEST OF SOUTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 the west 0.45 acres of Lot 27, Block 10, Permian Estates, City and County of Midland, Texas, said tract being more specifically described 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 With Term for the sale of all alcoholic beverages for on-premises consumption in a lounge (the "Establishment"), 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 2,700 square feet as shown in Exhibit "A".

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 12:00 p.m. (noon) to 2:00 a.m. of the following day.

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 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., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

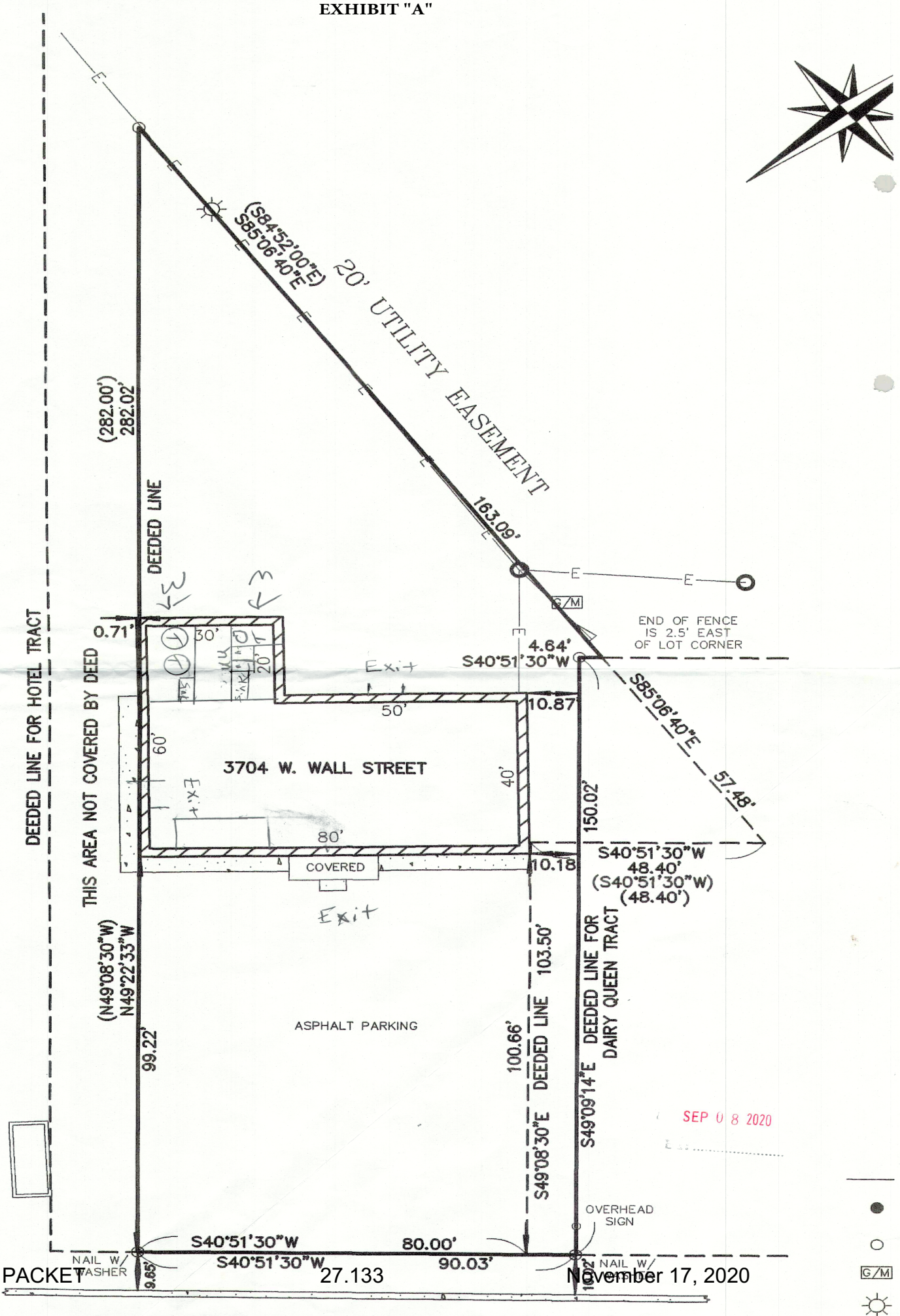
APPROVED AS TO CONTENT
AND COMPLETENESS:

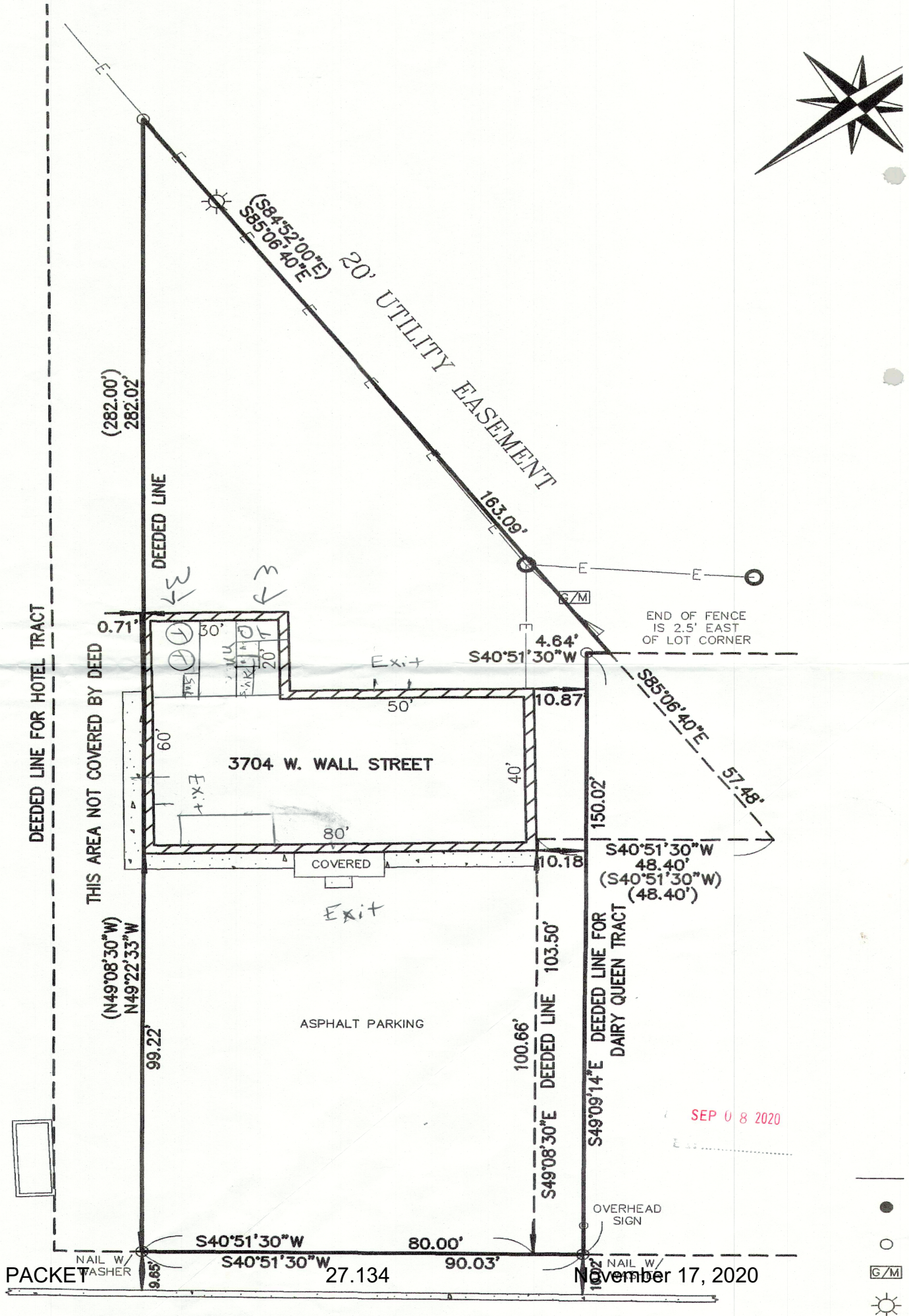
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


(S84°52'00"E)
S85°06'40"E
20' UTILITY EASEMENT
163.09'
(282.00')
282.02'
DEEDED LINE
DEEDED LINE FOR HOTEL TRACT
THIS AREA NOT COVERED BY DEED
0.71'
30'
20'
Exit
50'
10.87
60'
3704 W. WALL STREET
40'
80'
COVERED
10.18
Exit
4.64'
S40°51'30"W
END OF FENCE
IS 2.5' EAST
OF LOT CORNER
S85°06'40"E
57.48'
150.02'
S40°51'30"W
48.40'
(S40°51'30"W)
(48.40')
(N49°08'30"W)
N49°22'33"W
99.22'
ASPHALT PARKING
100.66'
DEEDED LINE
103.50'
S49°08'30"E
S49°09'14"E
DEEDED LINE FOR
DAIRY QUEEN TRACT
SEP 08 2020
OVERHEAD
SIGN
S40°51'30"W
80.00'
S40°51'30"W
90.03'
NAIL W/
WASHER
9.85'
NAIL W/
10.02'
HIGHWAY 80 SERVICE ROAD


(S84°52'00"E)
S85°06'40"E
20' UTILITY EASEMENT
163.09'
(282.00')
282.02'
DEEDED LINE
DEEDED LINE FOR HOTEL TRACT
THIS AREA NOT COVERED BY DEED
0.71'
30'
20'
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50'
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3704 W. WALL STREET
40'
80'
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4.64'
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END OF FENCE
IS 2.5' EAST
OF LOT CORNER
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ASPHALT PARKING
100.66'
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DEEDED LINE FOR
DAIRY QUEEN TRACT
SEP 08 2020
OVERHEAD
SIGN
S40°51'30"W
80.00'
S40°51'30"W
90.03'
NAIL W/
WASHER
9.85'
NAIL W/
10.02'
HIGHWAY 80 SERVICE ROAD

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0084

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Bruce A. Riley		Phone (432) 631-1331 Email rbgmidland@yahoo.com	
Address 3704 W. Front	City Midland	State TX	Zip 79703
Property Owner Printed Name: Kay Purse - Admiral Realty		Phone (214) 694-6007 Email	
Address PO Box 12499	City Dallas	State TX	Zip 75225
Representative *(if different from Applicant or Property Owner)* Firm: Jordan Amusement Printed Name: Eva		Phone (432) 563-0163 Email	
Address 10100 W. Hwy 80	City Midland	State TX	Zip 79706

Street Address: 3704 W. Front 3704 W. Wall St.

Business Name: Bar Two, LLC

Legal Description
Lot: 027W045 Block: 010 Subdivision: Permian Est.

Current Zoning:

Reason for Request: Alcoholic Beverage Permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*:

Proposed/Current Days and Hours of Operation: 7 Day Week
12:00 NOON - 2 A.M.

Proposed Days and Hours of Alcohol Service: 7 Days - 12:00 Noon - 2 A.M.

Total Square Footage of Business: 3200 sq. ft.

Square Footage of Alcohol Serviceable Area: 2700 sq. ft.

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1 / 2	**Bathroom Sinks:**	2
	Women	**Toilets:**	2	**Bathroom Sinks:**	2

RECEIVED
SEP 08 2020
BY: .....

RECEIVED
SEP 08 2020
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 80
  - Exits 3
  - Restrooms 2
- Kitchen (if applicable)
- Total Square Footage 3200
- Serviceable Square Footage 2700
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Bruce A. Riley	Date: 9/8/2020
Applicant (printed): Bruce A. Riley	
Property Owner (signature): Kay Purse	Date: 9-8-20
Property Owner (printed): KAY PURSE	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Eva Braun who, being by me duly sworn, upon oath says: That (s)he is authorized by Admiral Realty, 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.

Eva Braun
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8th day of September, 2020, to certify which witness my hand and seal of office.

C J Benham
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

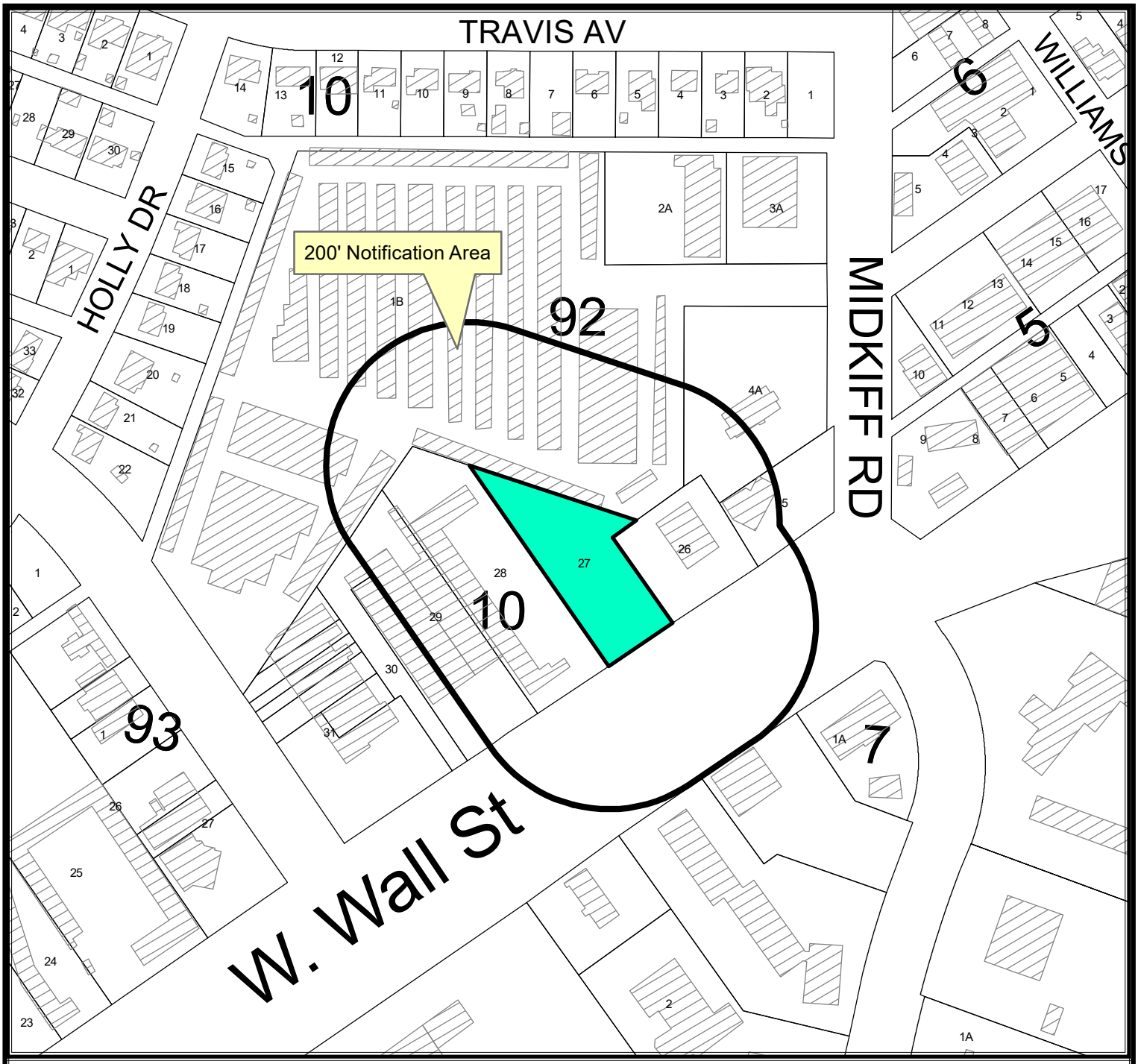
CJ BENHAM NOTARY PUBLIC STATE OF TEXAS ID# 129576092 EXPIRES 9-30-2021

****Application will not be considered for scheduling until reviewed by a planner**

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1001	☑ Plans in Digital Format (PDF/JPEG)
Received By: gac	Date: SEP 0 8 2020

RECEIVED

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

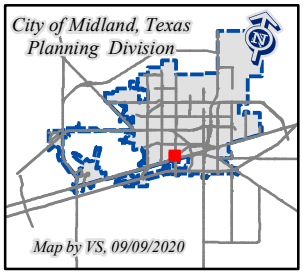
SUD-20-0084 **Scale: 1" = 200'**

Consider a request by Bar Two, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a lounge, on the west 0.45 acres of Lot 27, Block 10, Permian Estates, City and County of Midland, Texas.

Generally located on the north side of West Wall Street, approximately 303 feet west of South Midkiff Road. (Council District 2)

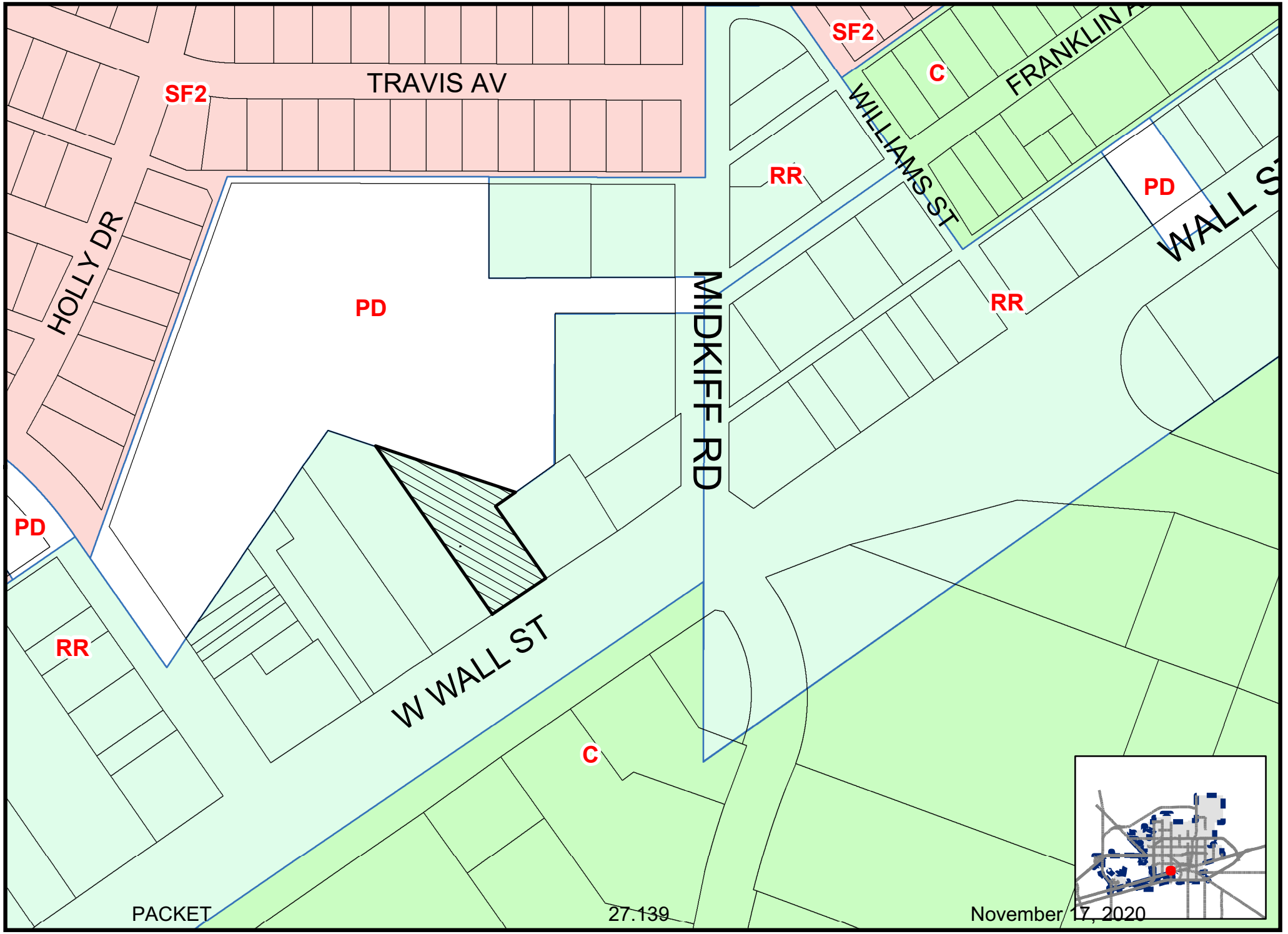
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 17, 2020



Map By VS, 09/11/2020

SUD-20-0084

Scale: 1" = 200'

ZONING MAP


OPEN


DQ
CHICKEN STRIP
Dairy Queen
Dairy Queen


EXXON
Denny's


METRO
INN
WALL ST.
ANTIQUES
Thomason Dr
NEXT RIGHT

City Council Meeting

Item Number: 28

Meeting Date: November 3, 2020

To: City Council / City Manager

From: Mark Mason, Director

Subject: AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2019-2020 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (FINANCE)

Purpose:

To adopt budget amendments to four Special Revenue Funds for Fiscal Year 2020 due to unforeseen circumstances.

Recommended City Council Action:

Approve

Fiscal Impact:

This ordinance will ratify expenditures made by certain governmental fund above their originally adopted budget. Staff was not aware of the unforeseen acquisitions during the adoption of the Fiscal Year 2019-2020 budget. The total amount of the proposed amendments is $673,239.

Discussion:

Please see the attached memo from the Finance Department for a further explanation of the funds affected and the financial details.

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Mark Mason, Director of Finance**

SUBJECT: **Year End Budget Amendments**

DATE: **October 14, 2020**

Appropriations are needed for the following funds:

Fund Number	Fund Name	FY 2020 Adopted Budget	FY 2020 Expenses	FY 2020 Budget Amendment	Cash Balance
070	Police Special Purpose Fed	$ 100,000.00	$ 410,062.12	$ 310,062	$ 534,833.00
075	Police Tech and Equip	$ 70,000.00	$ 329,122.63	$ 259,123	$ 114,678.13
076	Fire Tech and Equip	$ 20,000.00	$ 14,748.20	$ 48,333	$ 403,285.57
077	Park Donation and Special Purpose	$ 100,000.00	$ 155,720.37	$ 55,721	$ 2,229,385.59
				$ 673,239	

Federal Police Drug Seizure Fund is used to account for funds received from forfeited property under federal jurisdiction. Such funds are used solely for law enforcement purposes such as salaries, training, equipment, supplies, and items used by officers in direct law enforcement duties.

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.

Fire Technology and Equipment Fund is used to account for funds received from private organizations or individuals specifically for fire related technology and equipment. Such funds are used solely for fire department purposes.

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.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2019-2020 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 2019-2020 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2019-2020 budget as necessary to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for 2019-2020 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 2019-2020 is hereby amended by increasing amounts appropriated to certain funds from the Unappropriated Fund Balance for the fiscal year ending September 30, 2020, as follows:

Increasing Budget Authority

Federal Police Drug Seizure Fund (070). $310,062.00;

Police Technology & Equipment Fund (075).. . . . . $259,123.00;

Fire Technology & Equipment Fund (076). . . . . $ 48,333.00;

Parks Donation and Special Purpose Fund (077). . . . . $ 55,721.00.

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., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Mark C. Mason, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 29

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 22 AND THE WEST 97.3 FEET OF LOT 23, BLOCK 81, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 383 FEET WEST OF THOMASON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jesse Melendez, is requesting a Specific Use Designation without Term for a Mobile Food Vendor Park at 3818 W. Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Analysis:

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

This property is currently zoned RR, Regional Retail District. The properties to the north are zoned SF-2, Single-Family Dwelling District, and the location of residences. The properties to the east and west are zoned RR, Regional Retail and the location of motels. The property to the south across W. Wall Street is zoned C, Commercial District, and the location of a dealership.

Discussion:

The applicant is proposing to use the former used car dealership as a Mobile Food Vendor Park.

According to the City of Midland Zoning Code 4.03. Use Chart, a Mobile Food Vendor Park is allowed in the RR, Regional Retail District with the approval of a Specific Use Designation. The site plan provided shows the front of the property will be used for customer parking while the rear will have vendor parking around the perimeter and tables and seating in the center. The proposed Mobile Food Vendor Park will have approximately 2,250-square feet of seating. There is an existing 4,200 square foot building that will only be use for restrooms; the building has one (1) women's and one (1) men's restroom. The applicant is proposing the following hours of operation:

Tuesday through Sunday from 7:00 a.m. to 10:00 p.m.

The Mobile Food Vendor Park will need to comply with the standards as listed in Section 4.04.A.14 of the Zoning Ordinances.

14. Mobile Food Vendor Park Standards

A Mobile Food Vendor Park shall meet the following requirements:

A. A Mobile Food Vendor Park is allowed by Specific Use Designation, according to the permitted Use Chart.

B. A Mobile Food Vendor Park shall be considered a primary use on a property and therefore is subject to all development standards applicable to the zoning of the property, including off-street parking requirements.

C. All Mobile Food Vendor Parks shall be on legally platted lots.

D. All Mobile Food Vendor Parks shall require a Certificate of Occupancy.

E. All Mobile Food Vendor Parks shall comply with all applicable regulations of the Midland Health Department, adopted building codes, International Fire Code, these standards, and all other applicable federal, state, and local laws.

F. All Mobile Food Vendors shall be removed from the Mobile Food Vendor Park upon closing of the park. If a commissary is provided on-site and the Mobile Food Vendor is approved to operate within the site's commissary, then the Mobile Food Vendor will not have to be removed from the site each day.

G. On-site Manager: There must be a designated manager of the site that is responsible for the orderly organization of Mobile Food Vendors, the cleanliness of the site, and the site's compliance with all rules and regulations during business hours.

H. Restrooms: Permanent restroom facilities shall be provided according to the adopted International Building Code.

I. Mobile Food Vendor Parks may be standalone establishments or may be located on a property with other permanent uses (i.e. retail establishments). These properties shall accommodate all required development standards for all primary uses.

J. Mobile Food Vendors shall not be parked on unimproved surfaces and at a minimum be parked on compacted gravel base.

K. One on-premise sign is permitted at the entrance(s) identifying the Mobile Food Vendor Park subject to the sign regulations for the applicable zoning district. Each Mobile Food Vendor may have attached signage.

L. Mobile Food Vendor Parks adjacent to single-family zoned or used property (not including a mixed-use structure), shall provide appropriate screening.

M. No Temporary Land Use Permits that allow for Mobile Food Vendors shall be permitted within Mobile Food Vendor Parks.
City of Midland: Zoning Ordinance Section 4: Zoning Land Use Regulations
Page 91

N. All Mobile Food Vendor Parks not located in the CB, Central Business District shall provide off-street parking. Off-street parking may be provided by way of shared or joint off-site parking arrangements within 1,000 feet of the park.

O. Mobile Food Vendor Park owners are encouraged to provide for an aesthetically-pleasing environment which includes shade and seating elements in addition to pervious groundcover.

P. All Mobile Food Vendor Parks shall comply with the noise regulations in City Code Section 6-6-13,14, 15, & 16.

Q. Vehicular drive-through service of food and/or beverages shall not be permitted.

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.

Fire: (Approved)

No objections.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Building Code: (Approved with Comments)

1. A building permit will be required for any alteration and repairs to the existing building as well as any new structures.

2. Restrooms shall be ADA Compliant.

Planning:

This request was recommended for approval at the October 19, 2020 Planning and Zoning Commission Meeting.

As this request meets all requirements of a Specific Use Designation without term for a Mobile Food Vendor Park, staff recommends approval of this request, subject to Conditions A through G.

Conditions:

A. **That the Mobile Food Vendor Park shall conform to the site plan (Exhibit A), which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of operation shall be limited to:**

    Tuesday through Sunday: 7:00 a.m. to 10:00 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 be prohibited except to the extent that such sale and on-premises consumption is expressly authorized in a Temporary Land Use Permit that is obtained for a special event on the Property

F. That the development and operation of the Establishment shall confirm to Section 11 – 1 - 4.04.A14 of the City Code and all other applicable laws, ordinances, and regulations.

G. The operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Jesse Melendez is the on-site manager of the establishment.

Letters of Objection:

As of November 11, 2020, staff has not received any letters of objections.

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 GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 22 AND THE WEST 97.3 FEET OF LOT 23, BLOCK 81, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 383 FEET WEST OF THOMASON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 22 and the west 97.3 feet of Lot 23, Block 81, Permian Estates Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a Mobile Food Vendor Park (the "Establishment"), 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 Establishment shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the days and hours of operation of the Establishment shall be limited to Tuesday through Sunday from 7:00 a.m. to 10:00 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 the requirements of the Fire Department and the Code Administration Division.

E. That the sale and on-premises consumption of alcoholic beverages shall be prohibited except to the extent that such sale and on-premises consumption is expressly authorized in a Temporary Land Use Permit that is obtained for a special event on the Property.

F. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.14 of the City Code and all other applicable laws, ordinances, and regulations.

G. The operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Jesse Melendez is the on-site manager of the Establishment.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

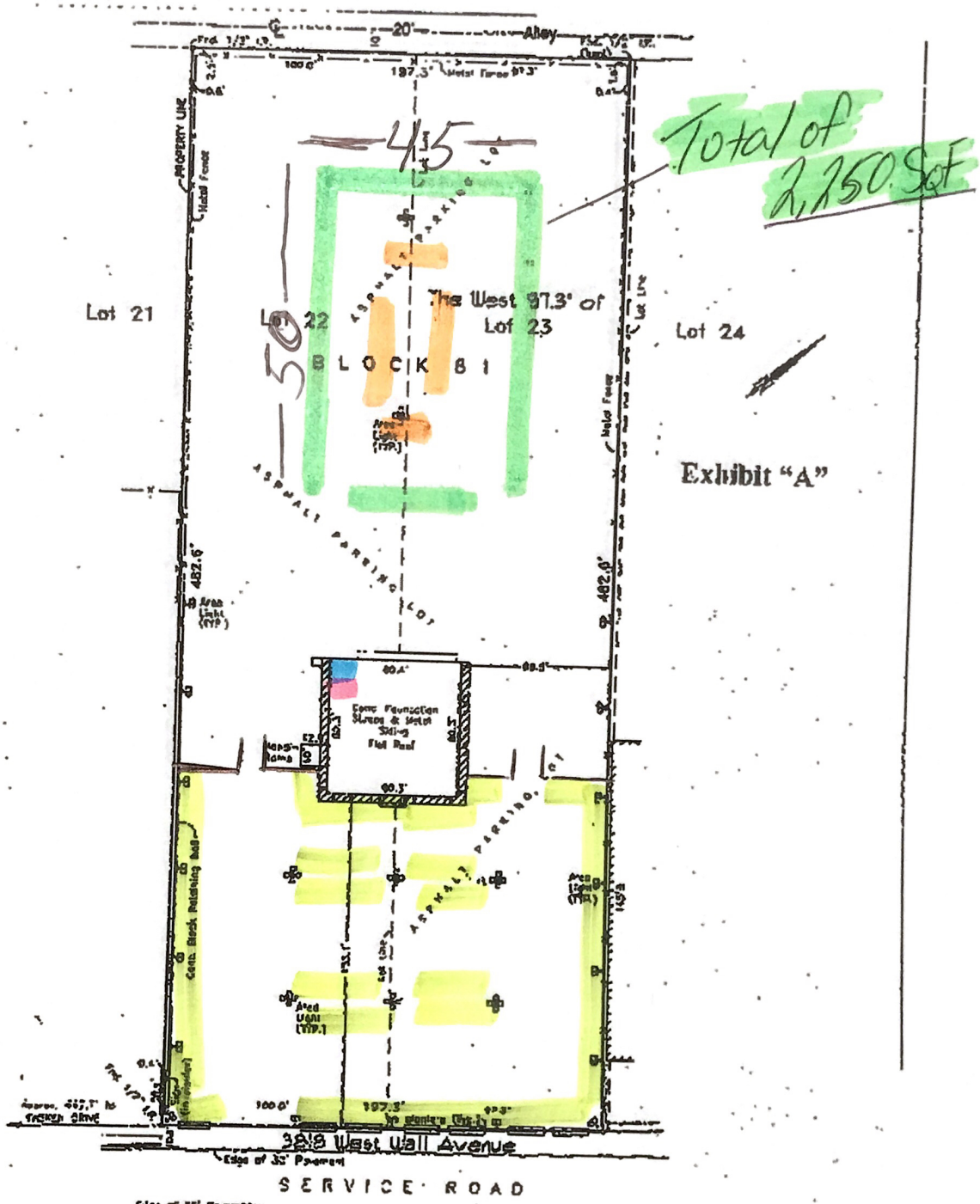
_____
Amy M. Turner, City Secretary

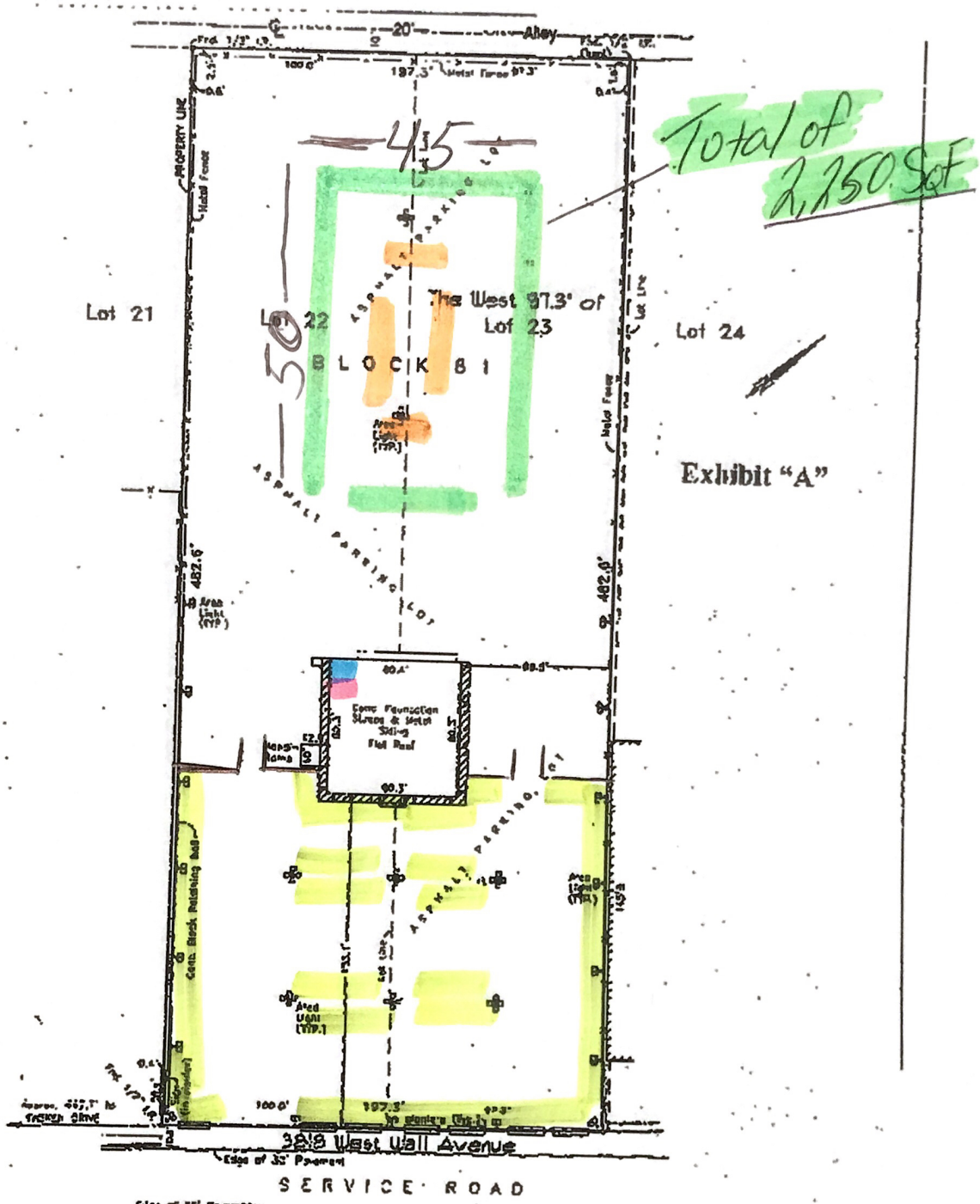
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


Alley
20'
45'
50'
Total of
2,150 Sqf
Lot 21
Lot 22
The West 97.3' of
Lot 23
Lot 24
BLOCK 81
Exhibit "A"
ASPHALT PARKING LOT
482.6'
388 West Wall Avenue
SERVICE ROAD
Custermer Parking
Vender Parking
Tables & Awning
Men's Restroom
Ladies Restroom


Total of
2,150 Sqf
45
50
Lot 21
Lot 22
The West 97.3' of
Lot 23
Lot 24
BLOCK 81
Exhibit "A"
ASPHALT PARKING LOT
ASPHALT PARKING
388 West Wall Avenue
SERVICE ROAD
Custermer Parking
Vender Parking
Tables & Awning
Men's Restroom
Ladies Restroom

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDWD-20-0079

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Food Truck Alley		Phone (432) 222-0777 Email vmelendezj@gmail.com	
Address 3818 w Wall street	City midland	State ~~Tx~~	Zip 79703
Property Owner Printed Name: DJK, Inc		Phone (432) 334-8881 Email tomg@icaproperties.com	
Address 700 N. Grant St. 600	City odessa	State TX	Zip 79761
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Jesse Melendez		Phone (432) 222-0777 Email vmelendezj@Gmail.com	
Address 1932 English Dr	City midland	State ~~Tx~~	Zip ~~79705~~

Type of Permit: Mobile Food Vender park

For Office Use Only ☐ with Term ☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☑ ~~No~~

Street Address: 3818 w Wall street Midland Tx 79703

Legal Description
Lot: 022 Block: 081 Subdivision: Permian Estates

Current Zoning: Section 3.19

Maximum Floor Area: N/A **Maximum Occupancy:** N/A

Proposed hours and days of use or operation: (Main) dates are Thursday thru Sunday 7am-10pm a few Tuesday thru Thursday

Reason for request: vender parking

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: We will have traffic blocked to where pedestrians will not cross through traffic. It will be convenient for customers to have a variety of local food options in one Spot. Etc.

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): Jesse Melendez	Date: 9-16-2020
Applicant (printed): Jesse Melendez	
Property Owner (signature): Tom Glasman - manager	Date: 9-16-2020
Property Owner (printed) : TOM Glasman	

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 _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by DJK, Inc, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22 day of Sept, 2020, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

_____
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 # credit card	
Received By: Joseph Marynik	Date: RECEIVED SEP 22 2020
	BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

SUDwo-20-0019 **Scale: 1" = 250'**

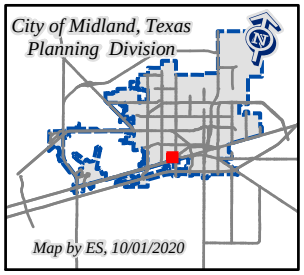
Consider a request by Jesse Melendez for a Specific Use Designation without Term for a Mobile Food Vendor Park on Lot 22 and west 97.3 feet of Lot 23, Block 81, Permian Estates Addition, City and County of Midland, Texas.

Generally located on the north side of West Wall Street, approximately 388 feet west of Thomason Drive. (Council District 2)

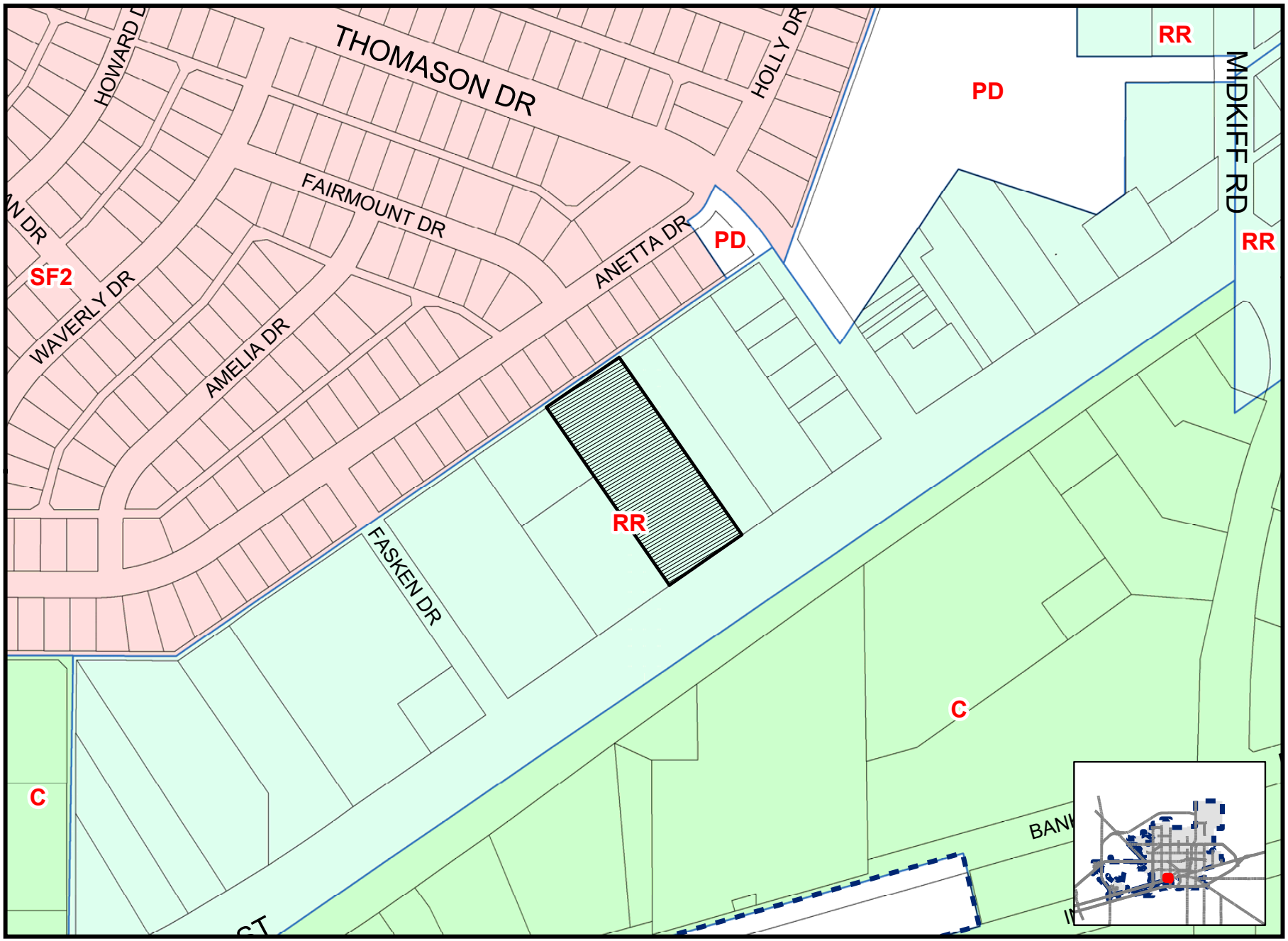
HACKETT 29.14

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 17, 2020



Map By ES, 10/1/2020

SUDwo-20-0019

Scale: 1" = 200'

ZONING MAP

PACKET
29.15
November 17, 2020


Platinum
MOTORS
ENTER


D TRUCK
Alley
EST.
2020
mily and Locally
ned Businesses"
. Wall St. Midland, TX


All American
DODGE
Jeep
RAM


Super 8
Super 8

City Council Meeting

Item Number: 30

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 19.70-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF PRINCETON AVENUE, APPROXIMATELY 824 FEET WEST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland Community Development Corporation, is requesting a Zone Change from MF-16, Multiple Family Dwelling District, to PD, Planned Development District for a Housing Development, to advance the development of a master-planned community consisting of single-family houses and townhouses.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

MF-16, Multiple Family Dwelling District (Ordinance No. 10040).

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned SF-1, Single Family Dwelling District, and the location of vacant land and residences. The properties to the south are zoned SF-1, Single Family Dwelling District, and SF-2, Single Family Dwelling District, and the location of residences.

Analysis:

The applicant, Midland Community Development Corporation, is requesting to rezone this property to develop a master-planned community consisting of single-family dwellings and townhomes, known as Hillcrest Village. The applicant is requesting this zone change to adopt a new site plan (Exhibit B).

The proposed site plan illustrates 90 lots with one common area. The subdivision shows five (5) lots that will meet the lot dimensions of the SF-2 Single Family Dwelling District; sixty-three (63) lots that will meet the lot dimensions of the SF-3 Single Family Dwelling District; and twenty-two (22) lots that will meet the lot dimensions of the TH, Townhouse (Attached) Dwelling District. The proposed site plan shows two access points to the development, one off Princeton Avenue and the second off Cuthbert Avenue. The site plan also Off-street parking spaces will be provided per Zoning Ordinance requirements in addition to a two-car attached garage. However, the applicant is requesting the ability to provide either a one or two car garage. The proposed setbacks for each lot will be as follows:

Front yard setback: 20 feet
Front yard setback for cul-de-sac lot: 15 feet
Side yard setback for interior lot: 5 feet
Side yard setback for corner lot: 10 feet
Rear yard setback for one story structure: 10 feet
Rear yard setback for two-story structure: 15 feet

These setbacks are all in compliance with the Zoning Ordinance, except for the rear yard setback for a two-story structure, which requires a 20-foot setback, to which the applicant has stated that they will conform.

The maximum building height of the structures will be limited to 42 feet and 2 stories. The site plan also states that 6-feet wood fencing will be provided as screening. Per our current zoning ordinance, screening must consist of masonry and be at least 8-feet in height.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

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:

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

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 Tall City Tomorrow Comprehensive Plan future land use map calls for Urban-Medium Neighborhood Center uses at this location. The Urban-Medium Neighborhood Center classification calls for diverse complementary uses such as small-scale commercial, office, and civic, all being surrounded by a mix of housing types. This promotes the creation of neighborhood centers or villages.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, Principle 4, “Land use policies and regulations should support diverse housing choices.” (Tall City Tomorrow, Page 58). This request will allow for more diverse housing types, which will help build a mix of entry-level housing options for the City of

Midland.

This request was recommended for approval with a 5-2 vote at the October 19, 2020 Planning and Zoning Commission meeting with the amendment that the rear yard seatback be 20 feet to comply with current zoning ordinance requirements and that the developer shall have the option to provide one or two-car garages per lot; if a one-car garage is provided, an additional parking spot must also be provided.

This request has circulated to and reviewed by all pertinent City departments for internal review and has received no objections.

Staff recommends approval of the zone change from MF-16, Multiple Family Dwelling District, to PD, Planned Development District for a Housing Development, subject to conditions A through H.

Conditions:

A. **That the use and development shall conform to the regulations of the SF-3, Single Family Dwelling District, except as stated below.**

B. **That the use and development of the property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit B.**

C. **That the use and development of Tract 1 as shown in Exhibit C shall conform to the regulations of the SF-2 Single Family Dwelling District.**

D. **That the use and development of Tract 2 as shown in Exhibit C shall conform to the regulations of the SF-3, Single Family Dwelling District.**

E. **That the use and development of Tract 3 as shown in Exhibit C shall conform to the regulations of the TH, Townhouse (Attached) Dwelling District.**

F. **That the rear yard setback for a two story structure shall be 20 feet.**

G. **That the residential structures shall not exceed two stories and 42 feet in height.**

H. **That each dwelling unit on the Property shall have a one- or two-car enclosed garage; provided, however, that if a dwelling unit has a one-car enclosed garage, the dwelling unit shall also have an additional off-street parking space.**

Letters of Objection:

As of November 11, 2020, staff has received nine (9) letters of objections, for a total of 6% objections within the 200-foot notification area.

Attachments:

Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Site Layout (Exhibit C)
Application
Maps
Letters of Objection
Objection Map
Ordinance No. 10040

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 19.70-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF PRINCETON AVENUE, APPROXIMATELY 824 FEET WEST OF NORTH MIDLAND 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 a 19.70-acre tract of land out of Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for a Housing Development.

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 portion of the Property identified as "Tract 1" in Exhibit "C", which is attached hereto and incorporated herein for all purposes, SF-2, Single-Family Dwelling District;

B. For the portion of the Property identified as "Tract 2" in Exhibit "C", SF-3, Single-Family Dwelling District;

C. For the portion of the Property identified as "Tract 3" in Exhibit "C", TH, Townhouse (Attached) Dwelling District; and

D. For the remainder of the Property that is not more specifically described above in this Section, SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall conform to the site plan attached hereto as Exhibit "B".

B. That the minimum rear yard setback for a two-story structure shall be 20 feet.

C. That residential structures shall not exceed two stories and 42 feet in height.

D. That each dwelling unit on the Property shall have a one- or two-car enclosed garage; provided, however, that if a dwelling unit has a one-car enclosed garage, the dwelling unit shall also have an additional off-street parking space.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

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ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

METES & BOUNDS DESCRIPTION

Of a Proposed 19.70 Acre tract of land out of Hillcrest Acres, a subdivision of Midland County, Texas, recorded in Volume 87, page 272, Deed Records of Midland County, Texas, more precisely described as follows:

Beginning at a 1/2" IPF for the most Northeast Corner of Lot 24 of Hillcrest Acres, at the Right of Way of Princeton Avenue (N 10694755.64, E 1736678.11, Texas State Plane Coordinate System, Central Zone, NAD 1983);

Thence South 14°06'39" East 257.72 Feet along and with the west Boundary of Lot 23 to a 1/2" IPS Cap FIRM 10194514 for an "L" Corner of this survey;

Thence North 75°42'59" East at 164.51 Feet to a 1/2" IPF for an interior corner of this survey;

Thence North 75°28'27" East 163.79 Feet to a 1/2" IPF for the Northeast Corner of the remainder of the North half of Lot 22, at the Southwest corner of a tract described in Volume 1480, Page 376, DRMCT and the most Easterly Northeast Corner of this survey;

Thence South 14°06'49" East 367.68 Feet to a 1/2" IPF with broken cap for the Southeast Corner of the North Half of Lot 22 Hillcrest Acres;

Thence South 75°51'13" West 163.99 Feet to a 1/2" IPF at the Northwest Corner of the South half of Lot 22, Hillcrest Acres;

Thence South 14°04'23" East 374.07 Feet along and with the East Boundary of Lot 23 to a 1/2" IPF for the most Easterly Southeast Corner of this Survey at the Northeast Corner of a tract described in Document # 2018-OPRMCT;

Thence South 75°24'24" West 164.08 Feet to a 1/2" IPF for the Northwest Corner of a tract described Document # 2018-24381, and the Northeast Corner of a tract described in Document # 2018-24381, OPRMCT;

Thence South 75°46'11" West 163.29 Feet to a 1/2" IPF for the Northwest Corner of a tract described Document # 2018-24381 OPRMCT;

EXHIBIT "A"

Thence South 14°10'27" East 262.70 Feet to a 1/2" IPF for most Southerly Southeast Corner of this survey, also the Southwest corner of a tract described in Document # 2018-24381 OPRMCT; a 1/2 IRF bears South 14°10'27" East 2.88 Feet;

Thence South 75°12'12" West 66.69 Feet to a 1/2" IPF for a Point of Intersection on the South Line of this Survey, at the Southeast Corner of Lot 25, Hillcrest Acres and the Southeast corner of a 0.36 acre tract described in Volume 2440, Page 798 OPRMCT;

Thence North 13°35'42" West 165.04 Feet to a 1/2" IPF, bent, an interior corner of this survey, and the Northeast corner of 0.36 acre tract described in Volume 2440, Page 798 OPRMCT;

Thence South 75°042'59" West 95.92 Feet to a 1/2" IPF for the Northwest Corner of said 0.36 acre tract and the most Northerly Northwest Corner of the South Half of Lot 25 of Hillcrest Acres;

Thence South 14°15'45" East 165.13 Feet to a 1/2" IPF for the Southeast Corner of Lot 26 and the Southwest corner of said 0.36 acre tract;

Thence South 75°28'03" West 327.18 Feet to a 1/2" IRF W/faded Cap for the Southwest Corner of the South Half of Lot 27 Hillcrest Acres, and the most Southerly Southwestern Corner of this survey;

Thence North 14°18'53" West 238.28 Feet to a 1/2" IPS Cap FIRM 10194514 for an interior corner of this survey, and the Northeast corner of a 0.90 acre tract described in Volume 1317, Page 525 OPRMCT;

Thence South 75°42'59" West 162.18 Feet to a 1" Steel Pipe for the most Northerly Southwestern Corner of this survey and the Northwest Corner of said 0.90 acre tract;

Thence North 15°03'36" West 400.86 Feet to a 1/2" IPF for the Northwest Corner of the South Half of Lot 28, Hillcrest Acres, and the most Southerly Northwestern Corner of this survey;

Thence North 75°42'59" East 331.39 Feet to a 1/2" IPF with faded cap for an interior corner of this survey;

Thence North 14°18'53" West 488.99 Feet a 1/2" IPS Cap FIRM 10194514 for a Northwestern corner of this survey, and the Southwestern corner of a 0.52 acre tract described in Volume 2813, page 530 OPRMCT, from which a 1/2" IPF with Schumann Cap bears South 17°00'15" East 10.01 Feet;

Thence North 75°42'59" East 164.21 Feet to a 1/2" IPF with faded Cap for the most Southerly Northeastern Corner of this survey and the Northwest Corner of said 0.90 acre tract;

Thence South 14°15'45" East 55.23 Feet to a ½" IPS Cap FIRM 10194514 for an interior corner of this survey, and the Southwestern corner of a tract described in Volume 1531, Page 733, OPRMCT;

Thence North 75°42'59" East 162.65 Feet to a 1/2"IPS Cap FIRM 10194514 for an interior corner of this survey, and the Southeast corner of a tract described in Volume 1531, Page 733, OPRMCT;

Thence North 14°09'06" West 191.20 Feet to a 1/2" IPS Cap FIRM 10194514 for the Most Northerly Northwest Corner of this survey and Lot 24;

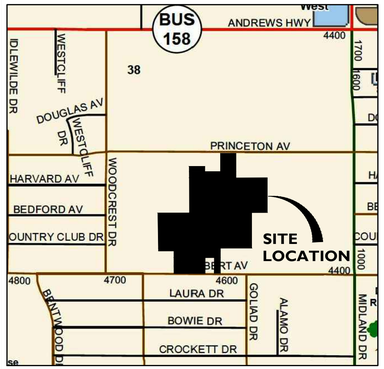
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25 September 2019



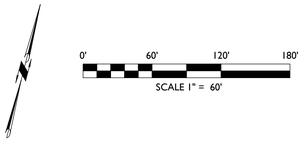
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Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
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EXHIBIT "B"



VICINITY MAP

N.T.S.



LEGEND

- DENOTES PROPERTY CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES PROPOSED FENCE LINE
- 6SS DENOTES EXISTING 6" SEWER LINE
- 6W DENOTES EXISTING 6" WATER LINE
- 8WW DENOTES PROPOSED 8" SEWER LINE
- 8W DENOTES PROPOSED 8" WATER LINE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER CAP
- DENOTES PROPOSED MANHOLE

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED MIXED RESIDENTIAL SUBDIVISION CONSISTING OF 90 LOTS SITUATED ON 19.70-ACRES OUT OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED BETWEEN WOODCREST DRIVE AND MIDLAND DRIVE, BETWEEN PRINCETON AND CUTHBERT AVENUES. THE DEVELOPMENT IS CURRENTLY ZONED AS MF-16.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF;
  - (x51) 7,000SQFT SINGLE FAMILY LOTS
  - (x63) 5,500SQFT SINGLE FAMILY LOTS
  - (x22) 4,000SQFT TOWNHOME LOTS
- BUILDING HEIGHT: THE RESIDENTIAL STRUCTURES PLANNED FOR THE DEVELOPMENT WILL NOT EXCEED 2-STORIES OR A MAXIMUM HEIGHT OF 42 FEET.
- ACCESS: THE SITE IS PLANNED TO HAVE TWO (2) ACCESS POINTS, ONE TO THE NORTH ACCESSING PRINCETON AVE. AND ONE TO THE SOUTH ACCESSING CUTHBERT AVE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS AND WILL BE DEDICATED PUBLIC RIGHTS-OF-WAY. THE FOLLOWING EASEMENTS ARE PLANNED TO GRANT R.O.W. FOR ACCESS AND UTILITIES;
  - 7' GENERAL UTILITY EASEMENTS ALONG FRONTAGES OF ALL LOTS
  - DRAINAGE WAY AND STORMWATER DETENTION EASEMENTS
  - 60' PUBLIC R.O.W. FOR PUBLIC ACCESS AND UTILITIES INCLUDING SIDEWALK
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROPOSED 60' PUBLIC RIGHTS OF WAY.
- PARKING: OFF-STREET PARKING WILL BE PROVIDED IN CONFORMANCE WITH THE UNDERLYING ZONING CLASSIFICATIONS FOR THE SUBJECT LOTS. TWO-CAR ATTACHED GARAGES TO BE REQUIRED FOR ALL LOTS IN THE SUBDIVISION.
- TRASH: TRASH WILL BE PICKED UP IN FRONT OF STREET UTILIZING ROLL-OUT CARTS. THERE WILL BE NO ALLEYS IN THIS SUBDIVISION.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. EXISTING WATER & SEWER SERVICE TAPS WILL BE UTILIZED WITH OFFSITE EXTENSIONS AS NEEDED, NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF VIA THE PUBLIC R.O.W. TO THE FACILITIES PROPOSED HEREON.
- SCREENING: ALL FENCING WILL BE 6' WOOD FENCING.
- LIGHTING: LIGHTING WILL CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SETBACKS:
  - 20' FRONT YARD SETBACKS WILL BE OBSERVED.
  - 15' FRONT YARD SETBACKS WILL BE OBSERVES AT CUL-DE-SACS
  - 5' SIDE YARD SETBACKS WILL BE OBSERVED ON INTERIOR LOTS. 10' WILL BE OBSERVED FOR CORNER LOTS
  - 10' REAR YARD SETBACKS WILL BE OBSERVED FOR SINGLE STORY STRUCTURES OR 15' FOR TWO-STORY STRUCTURES

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182	F	09/16/2005	X	N/A

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1909 West Wall Street, Suite "K"
Midland, Texas 79701
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REVISIONS	BY	APPR.	DATE
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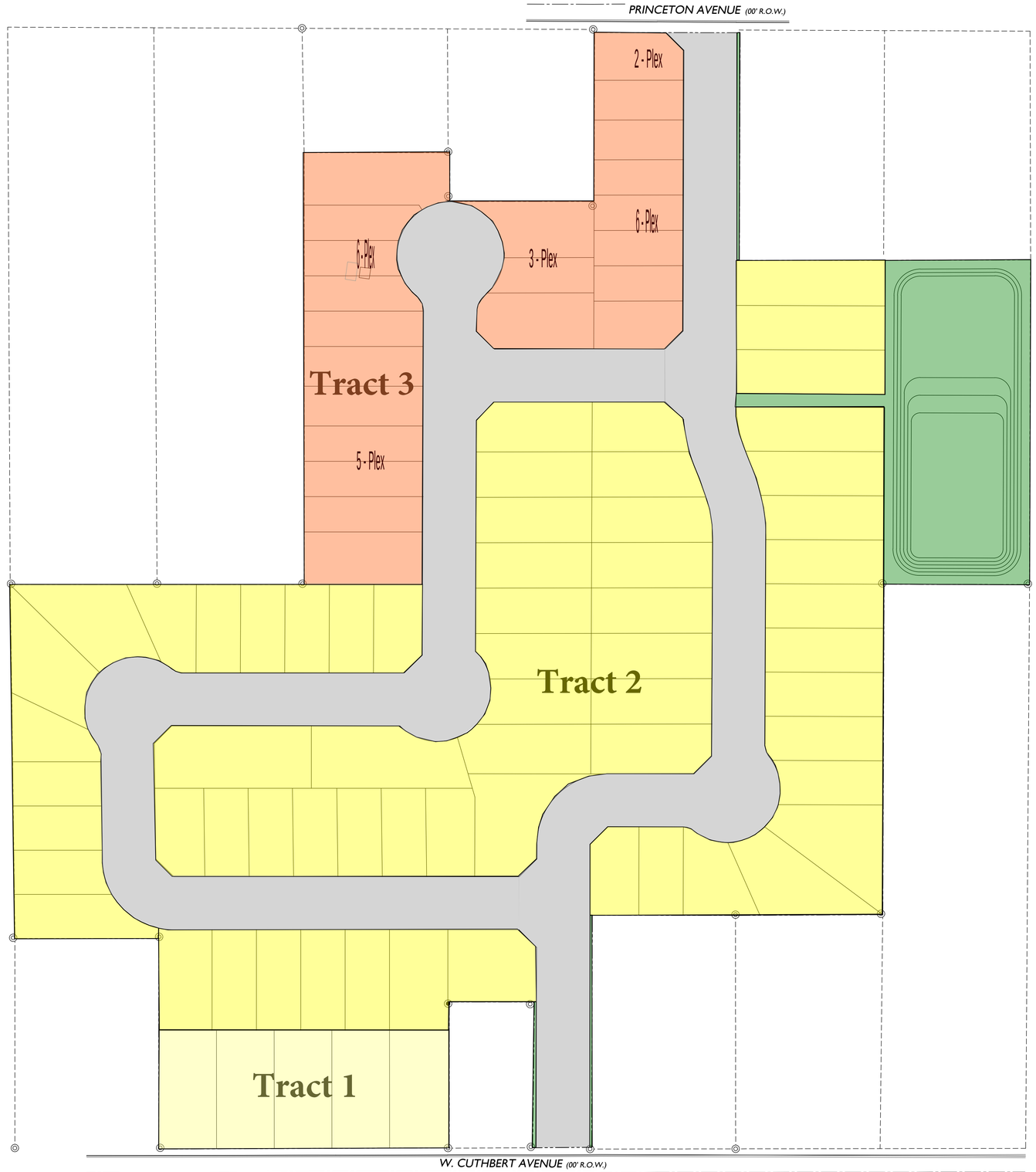
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APPROVED BY: ALM
DATE: 09/23/2020
JOB: 200120

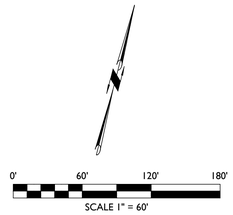
PD ZONING SITE PLAN
HILLCREST VILLAGE
BEING A 19.70-ACRE PORTION OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND TEXAS

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED FOR THE PURPOSES OF PLANNING AND PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **SP-01** OF 01

EXHIBIT "C"





LEGEND

- DENOTES SF 2 7000 S.F. 65'X100' MIN. LOTS 5 Lots
- DENOTES SF 3 5500 S.F. 50'X100' MIN LOTS 63 Lots
- DENOTES TOWN HOMES 4000 S.F. 40'X100 MIN. LOTS 22 Lots
- DENOTES COMMON AREA

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ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

Δ				

DRAWN BY:	XXX
CHECKED BY:	XXX
APPROVED BY:	XXX
DATE:	XX/XX/20XX
JOB:	XXXX-XXXX

SITE LAYOUT 3

HILLCREST VILLAGE

BEING A 19.70-ACRE PORTION OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 102, PAGE 374, MIDLAND COUNTY DEED RECORDS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106572 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY DD/MM/YYYY, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET XX OF XX

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F:\2020\20120-MIDLAND COMMUNITY DEVELOPMENT CORPORATION-HILLCREST ACRES\DRAWINGS\BLOCKS\200120 X-SITE.DWG

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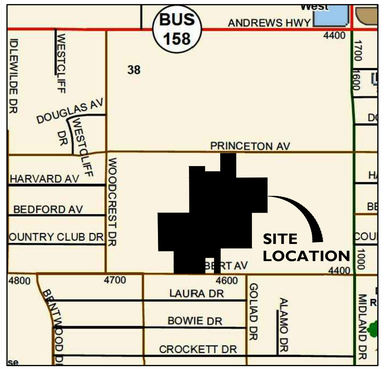
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25 September 2019

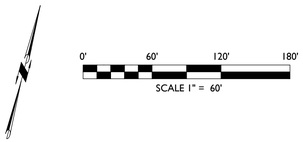


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VICINITY MAP

N.T.S.



DIMENSIONAL NOTE:

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LEGEND

- DENOTES PROPERTY CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES PROPOSED FENCE LINE
- DENOTES EXISTING 6" SEWER LINE
- DENOTES EXISTING 6" WATER LINE
- DENOTES PROPOSED 8" SEWER LINE
- DENOTES PROPOSED 8" WATER LINE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER CAP
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  - 7' GENERAL UTILITY EASEMENTS ALONG FRONTAGES OF ALL LOTS
  - DRAINAGE WAY AND STORMWATER DETENTION EASEMENTS
  - 60' PUBLIC R.O.W. FOR PUBLIC ACCESS AND UTILITIES INCLUDING SIDEWALK
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROPOSED 60' PUBLIC RIGHTS OF WAY.
- PARKING: OFF-STREET PARKING WILL BE PROVIDED IN CONFORMANCE WITH THE UNDERLYING ZONING CLASSIFICATIONS FOR THE SUBJECT LOTS. TWO-CAR ATTACHED GARAGES TO BE REQUIRED FOR ALL LOTS IN THE SUBDIVISION.
- TRASH: TRASH WILL BE PICKED UP IN FRONT OF STREET UTILIZING ROLL-OUT CARTS. THERE WILL BE NO ALLEYS IN THIS SUBDIVISION.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. EXISTING WATER & SEWER SERVICE TAPS WILL BE UTILIZED WITH OFFSITE EXTENSIONS AS NEEDED, NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF VIA THE PUBLIC R.O.W. TO THE FACILITIES PROPOSED HEREON.
- SCREENING: ALL FENCING WILL BE 6' WOOD FENCING.
- LIGHTING: LIGHTING WILL CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SETBACKS:
  - 20' FRONT YARD SETBACKS WILL BE OBSERVED.
  - 15' FRONT YARD SETBACKS WILL BE OBSERVES AT CUL-DE-SACS
  - 5' SIDE YARD SETBACKS WILL BE OBSERVED ON INTERIOR LOTS. 10' WILL BE OBSERVED FOR CORNER LOTS
  - 10' REAR YARD SETBACKS WILL BE OBSERVED FOR SINGLE STORY STRUCTURES OR 15' FOR TWO-STORY STRUCTURES

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182	F	09/16/2005	X	N/A

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

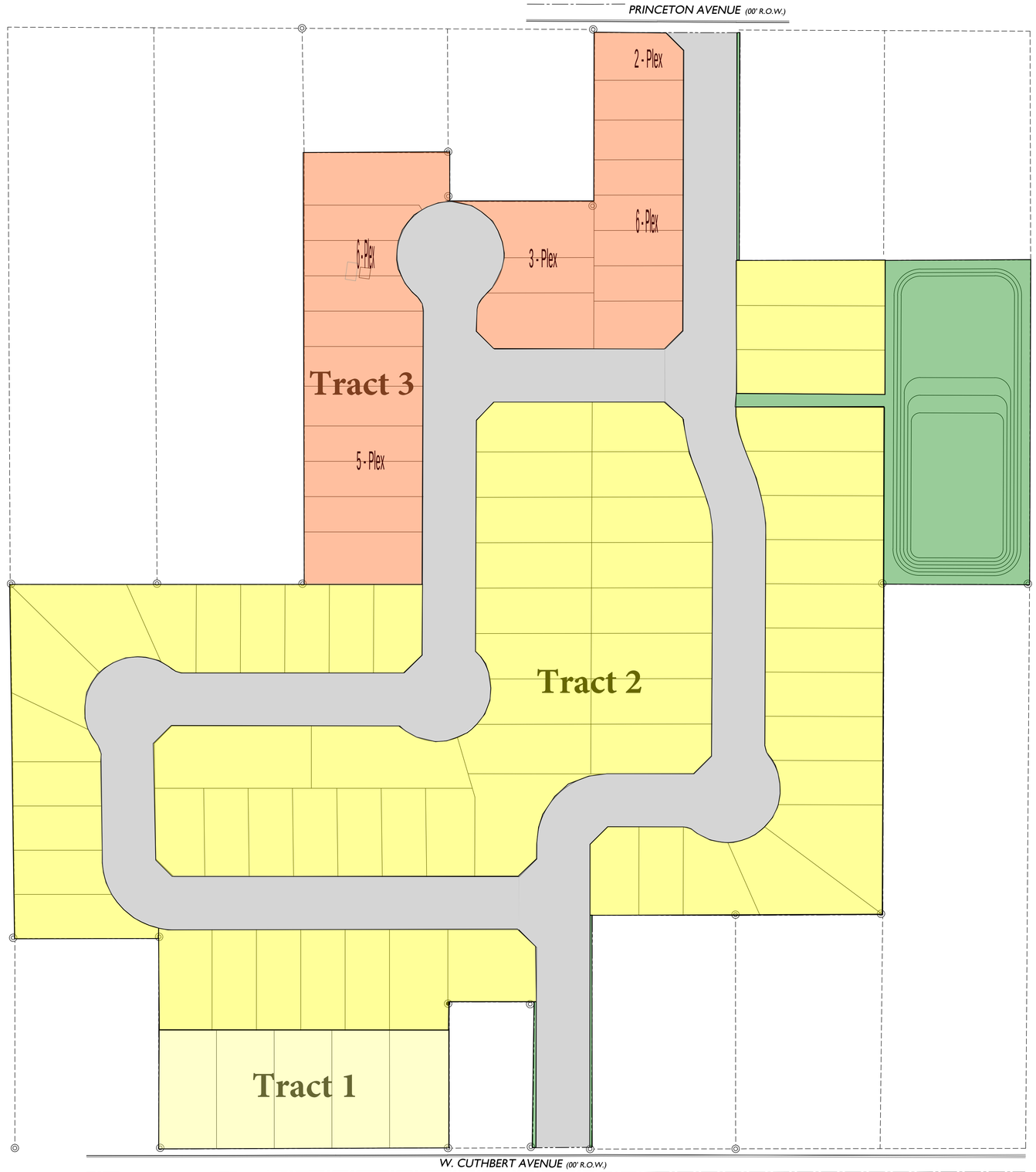
REVISIONS | BY | APPR. | DATE

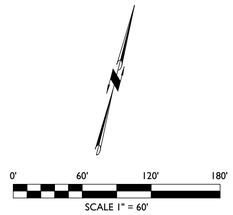
DRAWN BY: CD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/23/2020
JOB: 200120

PD ZONING SITE PLAN
HILLCREST VILLAGE
BEING A 19.70-ACRE PORTION OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND TEXAS

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED FOR THE PURPOSES OF PLANNING AND PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **SP-01** OF 01





LEGEND

- DENOTES SF 2 7000 S.F. 65'X100' MIN. LOTS 5 Lots
- DENOTES SF 3 5500 S.F. 50'X100' MIN LOTS 63 Lots
- DENOTES TOWN HOMES 4000 S.F. 40'X100 MIN. LOTS 22 Lots
- DENOTES COMMON AREA

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K" Midland, TX 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY:	XXX
CHECKED BY:	XXX
APPROVED BY:	XXX
DATE:	XX/XX/20XX
JOB:	XXXX-XXXX

SITE LAYOUT 3

HILLCREST VILLAGE

BEING A 19.70-ACRE PORTION OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 102, PAGE 374, MIDLAND COUNTY DEED RECORDS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106572 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY DD/MM/YYYY, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET XX OF XX

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F:\2020\20120-MIDLAND COMMUNITY DEVELOPMENT CORPORATION-HILLCREST ACRES\DRAWINGS\BLOCKS\20120 X-SITE.DWG

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-20-0196

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone ( ) Email	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Property Owner Printed Name: Midland Community Development Corporation		Phone ( ) Email	
Address 208 S Marienfeld Ste 100	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262.0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 4601 Princeton Avenue

Legal Description Portions of Tracts 22-28 (See included Metes and Bounds
Lot: Block: Subdivision: Hillcrest Acres Addition

Current Zoning: MF-16

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Advance the development of a master-planned single and townhome residential district.

Present Use of Property: Vacant

Proposed Use of Property: Residential uses

How would this zone change affect the public health, safety and welfare?
Positively expand housing options within the City of Midland.

Describe how conditions affecting the property have changed since present zoning designation: No change.

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): David Diaz	Date: 9-23-2020
Applicant (printed): David Diaz for Midland CDC	
Property Owner (signature): Midland Community Dev Corp	Date: 9-23-2020
Property Owner (printed): by David Diaz	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Andrew L Mellen

Before me, the undersigned authority, on this day personally appeared David Diaz who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland Community Dev 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.

David Diaz Andrew L Mellen

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23 day of Sept., 2020, to certify which witness my hand and seal of office.

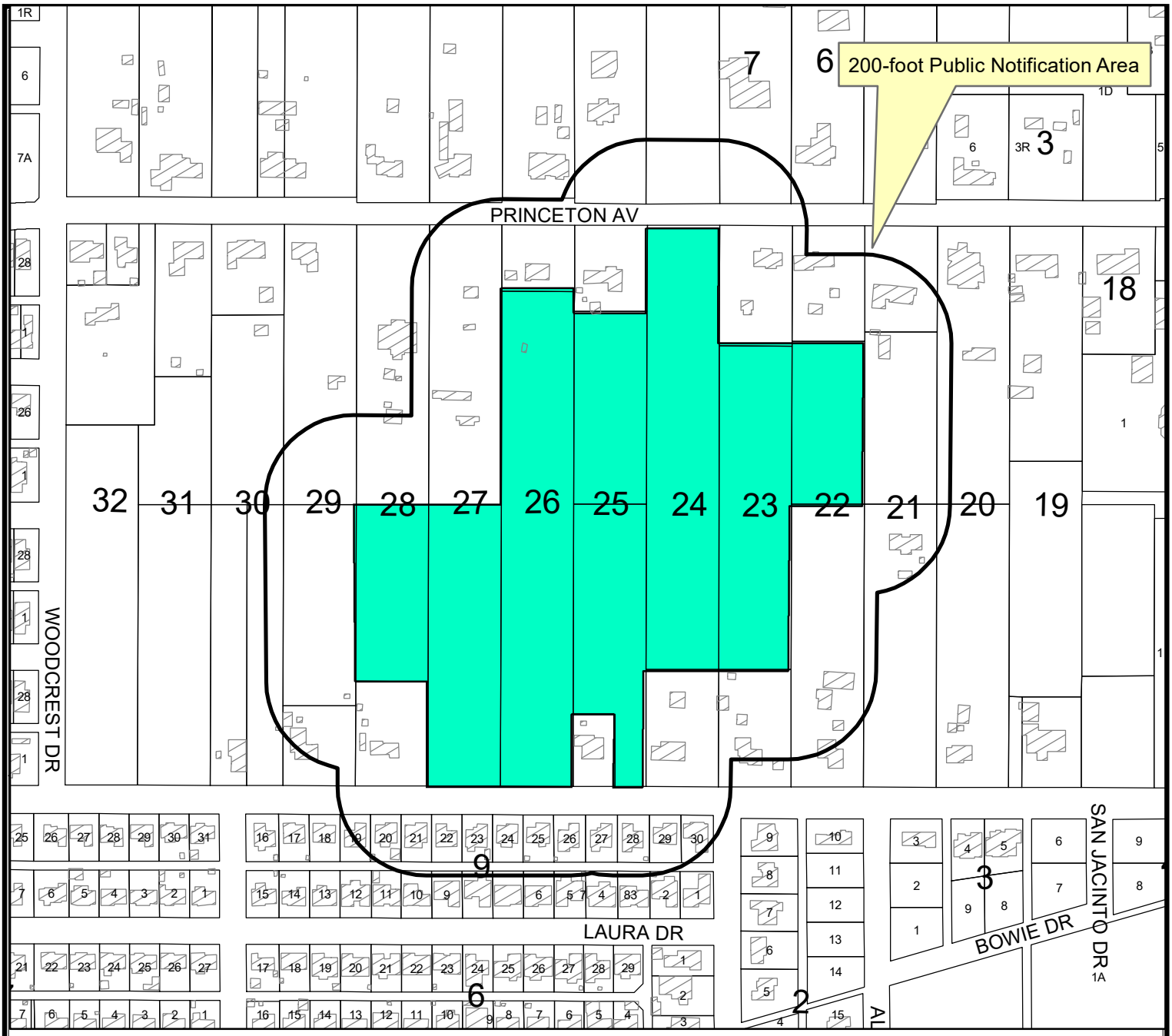
Kelsey Ann Stine

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3241	
Received By: Joseph Maynard	Date: RECEIVED SEP 23 2020 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

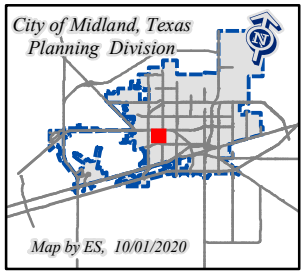
Z-19-0142 **Scale: 1" = 400'**

Consider a request by Midland Community Development Corporation, for a zone change from MF-16, Multiple-Family Dwelling District, to PD, Planned Development District for a Housing Development on a 19.70-acre tract of land located in Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

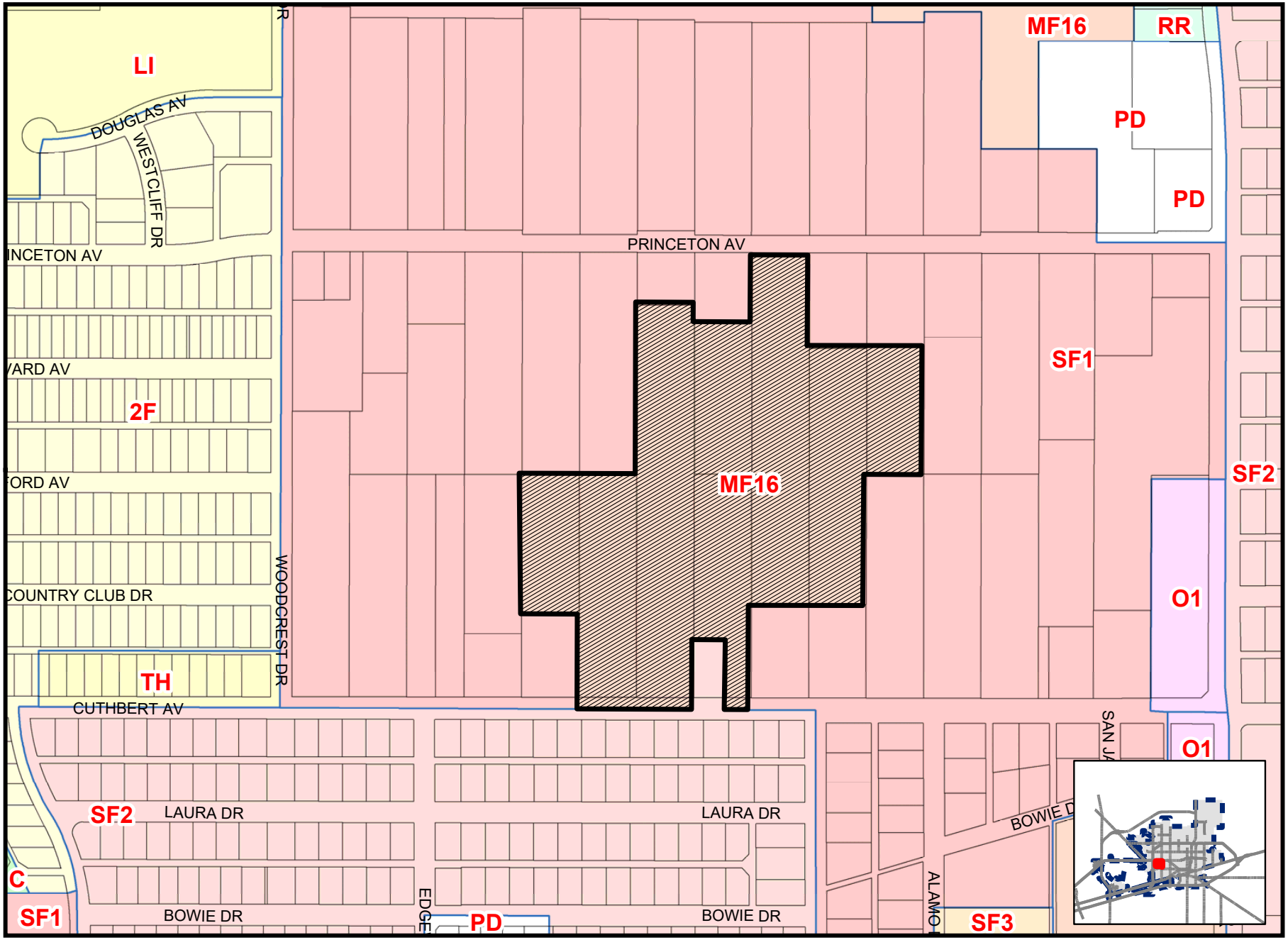
Generally located on the south side of Princeton Avenue, approximately 824-feet west of N. Midland Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2019
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By ES, 9/25/2020

Z-20-0196

Scale: 1" = 200'

ZONING MAP

PACKET
30.42
November 17, 2020

MIDLAND
Planning Division

RECEIVED
OCT 17 2020
BY: .....

SIKES HAROLD G
4505 PRINCETON AVE
MIDLAND TX 79703-4709

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 19, 2020,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, and via videoconference, on a request by **Midland Community Development Corporation** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: On a 19.70-acre tract of land located in Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Princeton Avenue, approximately 824-feet west of N. Midland Drive. (Council District 4)

PROPOSED ZONING:

From: MF-16, Multiple-Family Dwelling District.

To: PD, Planned Development District for a Housing Development.

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I object to this request Yes **Comments:** Please-single family residences

Required Information:

Loretta Henderson
Property Owner's Signature

Loretta Henderson
Printed Name

4505 Princeton Ave
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 9, 2020
Case Number: Z-20-0196
Case Name: MCDC
ES Planner's Initials

Cristina Odenborg Burns
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 obtained by viewing the agenda for this meeting accessible at The City's website: http://www.midlandtexas.gov/967/primegov-meetings.

MIDLAND
Planning Division

OCT 15 2020

CORBELL TERRY
4615 W CUTHBERT AV
MIDLAND TX 79703

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I object to this request Yes X **Comments:** decress in safty because of increase A traffic

Required Information:

Jerry Corbell — Property Owner's Signature
Terry Corbell — Printed Name
4615 W. Cuthbert ave Midland, TX 79703 — Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Division

RECEIVED
OCT 19 2020
BY: .....

BOREN MICHAEL C
4608 PRINCETON AV
MIDLAND TX 79703

PUBLIC NOTICE

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I object to this request ✓ **Comments:** Need more information about PD

Required Information:

Property Owner's Signature — CHRIS BOREN (Printed Name) — 4608 Princeton Ave (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 9, 2020
Case Number: Z-20-0196
Case Name: MCDC
ES Planner's Initials

Cristina Odenborg Burns
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:

Ashley Boren — Property Owner's Signature

Ashley Boren — Printed Name

4608 Princeton Ave. — Property Address (No P. O. Boxes)

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Planning Division Manager
Department of Development Services

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www.MidlandTexas.gov

Planning Division • 300 N. Loraine, Midland TX 79702 • 432-685-7400

MIDLAND
Planning Division

WALLACE ROBERT R
4623 W CUTHBERT AV
MIDLAND TX 79703

PUBLIC NOTICE

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I object to this request ____ **Comments:** The amount of homes?

Required Information:

Robert R Wallace — Property Owner's Signature

Robert R Wallace — Printed Name

4623 W Cuthbert Ave Midland TX 79703 — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 9, 2020
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Department of Development Services

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MIDLAND
Planning Division

KITTO FRANCIS KARL
4623 PRINCETON AVE
MIDLAND TX 79703-4601

PUBLIC NOTICE

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I object to this request X **Comments:** _____

Required Information:

Francis Karl
Property Owner's Signature

Francis Kitto
Printed Name

4623 Princeton
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 9, 2020
Case Number: Z-20-0196
Case Name: MCDC
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Cristina Odenborg Burns
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Department of Development Services

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MIDLAND
Planning Division

VALVERDE CHARLES
4622 W CUTHBERT AV
MIDLAND TX 79703

PUBLIC NOTICE

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I object to this request ____ **Comments:** what is their water source? Material (Brick)? homes fenci

Required Information:

Property Owner's Signature — Printed Name: Priscilla Valverde / Charles Valverde — Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 9, 2020
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Cristina Odenborg Burns
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MIDLAND
Planning Division

NOV 0 3 2020

CORBELL TERRY
4615 W CUTHBERT AV
MIDLAND TX 79703

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, November 17, 2020**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Midland Community Development Corporation** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: On a 19.70-acre tract of land located in Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Princeton Avenue, approximately 824-feet west of N. Midland Drive. (Council District 4)

PROPOSED ZONING:

From: MF-16, Multiple-Family Dwelling District.
To: PD, Planned Development District for a Housing Development.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓

Comments: property value will go down, high traffic

Required Information:

Jerry Corbell — Property Owner's Signature
Terry Corbell — Printed Name
4615 W. Cuthbert ave Midland, 79703 — Property Address (**No P. O. Boxes**)
Betsy Corbell

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 49
Date Mailed: October 30, 2020
Case Number: Z-20-0196
Case Name: MCDC
ES Planner's Initials

Cristina Odenborg Burns
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.

www.MidlandTexas.gov

MIDLAND
Planning Division

RECEIVED
NOV 06 2020
BY: .....

SIKES HAROLD G
4505 PRINCETON AVE
MIDLAND TX 79703-4709

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I object to this request ✓

Comments: Please consider single family homes similar to the area

Required Information:

Loretta Henderson — Property Owner's Signature
Loretta Henderson — Printed Name
4505 Princeton Ave — Property Address (**No P. O. Boxes**)

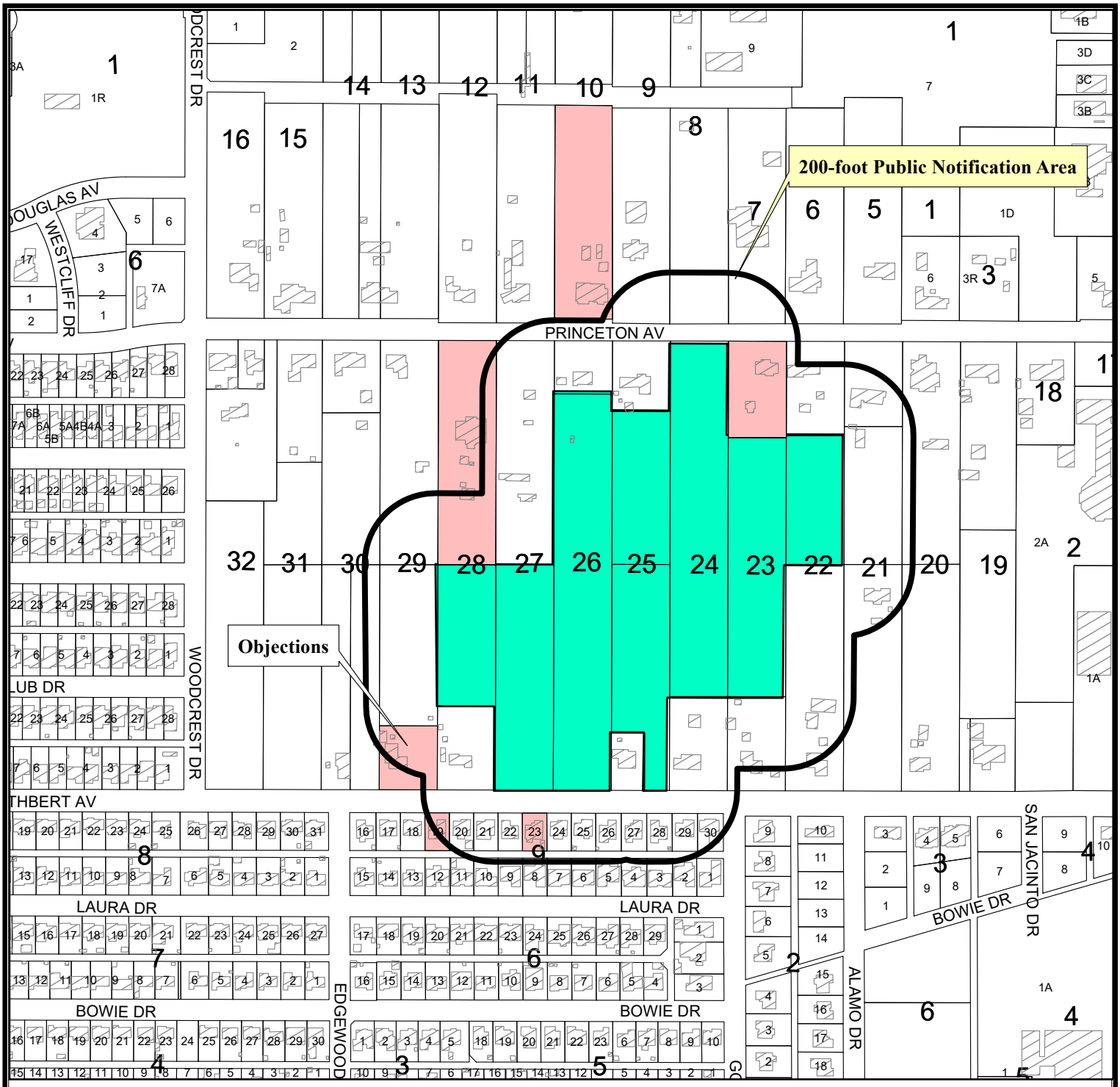
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www.MidlandTexas.gov



LOCATION MAP

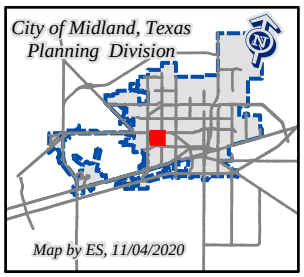
Z-20-0196 **Scale: 1" = 250'**

Consider a request by Midland Community Development Corporation, for a zone change from MF-16, Multiple-Family Dwelling District, to PD, Planned Development District for a Housing Development on a 19.70-acre tract of land located in Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the south side of Princeton Avenue, approximately 624 feet west of N. Midland Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- 6% OBJECTIONS



November 17, 2020

ORDINANCE NO. 10040

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 19.70-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND MF-22, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO MF-16, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF PRINCETON AVENUE, APPROXIMATELY 824 FEET WEST OF NORTH MIDLAND 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 a 19.70-acre tract of land out of Section 30, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to MF-16, Multiple-Family Dwelling District and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District, in part, and MF-22, Multiple-Family Dwelling District, in part, to MF-16, Multiple-Family Dwelling District.

SECTION TWO. 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:

That the use and development of the Property shall conform to the regulations of the MF-16, Multiple-Family Dwelling District and the conditions shown on Exhibit "B".

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 14th day of January, A.D., 2020; and passed to second reading

on motion of Council member Robnett, seconded by Council member Love, by the following vote:

Council members voting "AYE": Blong, Trost, Love, Payton, Dufford, Robnett, Ladd

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 Love, seconded by Council member Robnett, on the 28th day of January, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Love, Payton, Dufford, Robnett, Ladd

Council members voting "NAY": None

PASSED AND APPROVED THIS 28th day of January, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

METES & BOUNDS DESCRIPTION

Of a Proposed 19.70 Acre tract of land out of Hillcrest Acres, a subdivision of Midland County, Texas, recorded in Volume 87, page 272, Deed Records of Midland County, Texas, more precisely described as follows:

Beginning at a 1/2" IPF for the most Northeast Corner of Lot 24 of Hillcrest Acres, at the Right of Way of Princeton Avenue (N 10694755.64, E 1736678.11, Texas State Plane Coordinate System, Central Zone, NAD 1983);

Thence South 14°06'39" East 257.72 Feet along and with the west Boundary of Lot 23 to a 1/2" IPS Cap FIRM 10194514 for an "L" Corner of this survey;

Thence North 75°42'59" East at 164.51 Feet to a 1/2" IPF for an interior corner of this survey;

Thence North 75°28'27" East 163.79 Feet to a 1/2" IPF for the Northeast Corner of the remainder of the North half of Lot 22, at the Southwest corner of a tract described in Volume 1480, Page 376, DRMCT and the most Easterly Northeast Corner of this survey;

Thence South 14°06'49" East 367.68 Feet to a 1/2" IPF with broken cap for the Southeast Corner of the North Half of Lot 22 Hillcrest Acres;

Thence South 75°51'13" West 163.99 Feet to a 1/2" IPF at the Northwest Corner of the South half of Lot 22, Hillcrest Acres;

Thence South 14°04'23" East 374.07 Feet along and with the East Boundary of Lot 23 to a 1/2" IPF for the most Easterly Southeast Corner of this Survey at the Northeast Corner of a tract described in Document # 2018-OPRMCT;

Thence South 75°24'24" West 164.08 Feet to a 1/2" IPF for the Northwest Corner of a tract described Document # 2018-24381, and the Northeast Corner of a tract described in Document # 2018-24381, OPRMCT;

Thence South 75°46'11" West 163.29 Feet to a 1/2" IPF for the Northwest Corner of a tract described Document # 2018-24381 OPRMCT;

EXHIBIT A

Thence South 14°10'27" East 262.70 Feet to a 1/2" IPF for most Southerly Southeast Corner of this survey, also the Southwest corner of a tract described in Document # 2018-24381 OPRMCT; a 1/2 IRF bears South 14°10'27" East 2.88 Feet;

Thence South 75°12'12" West 66.69 Feet to a 1/2" IPF for a Point of Intersection on the South Line of this Survey, at the Southeast Corner of Lot 25, Hillcrest Acres and the Southeast corner of a 0.36 acre tract described in Volume 2440, Page 798 OPRMCT;

Thence North 13°35'42" West 165.04 Feet to a 1/2" IPF, bent, an interior corner of this survey, and the Northeast corner of 0.36 acre tract described in Volume 2440, Page 798 OPRMCT;

Thence South 75°042'59" West 95.92 Feet to a 1/2" IPF for the Northwest Corner of said 0.36 acre tract and the most Northerly Northwest Corner of the South Half of Lot 25 of Hillcrest Acres;

Thence South 14°15'45" East 165.13 Feet to a 1/2" IPF for the Southeast Corner of Lot 26 and the Southwest corner of said 0.36 acre tract;

Thence South 75°28'03" West 327.18 Feet to a 1/2" IRF W/faded Cap for the Southwest Corner of the South Half of Lot 27 Hillcrest Acres, and the most Southerly Southwestern Corner of this survey;

Thence North 14°18'53" West 238.28 Feet to a 1/2" IPS Cap FIRM 10194514 for an interior corner of this survey, and the Northeast corner of a 0.90 acre tract described in Volume 1317, Page 525 OPRMCT;

Thence South 75°42'59" West 162.18 Feet to a 1" Steel Pipe for the most Northerly Southwestern Corner of this survey and the Northwest Corner of said 0.90 acre tract;

Thence North 15°03'36" West 400.86 Feet to a 1/2" IPF for the Northwest Corner of the South Half of Lot 28, Hillcrest Acres, and the most Southerly Northwestern Corner of this survey;

Thence North 75°42'59" East 331.39 Feet to a 1/2" IPF with faded cap for an interior corner of this survey;

Thence North 14°18'53" West 488.99 Feet a 1/2" IPS Cap FIRM 10194514 for a Northwestern corner of this survey, and the Southwestern corner of a 0.52 acre tract described in Volume 2813, page 530 OPRMCT, from which a 1/2" IPF with Schumann Cap bears South 17°00'15" East 10.01 Feet;

Thence North 75°42'59" East 164.21 Feet to a 1/2" IPF with faded Cap for the most Southerly Northeastern Corner of this survey and the Northwest Corner of said 0.90 acre tract;

Thence South 14°15'45" East 55.23 Feet to a ½" IPS Cap FIRM 10194514 for an interior corner of this survey, and the Southwestern corner of a tract described in Volume 1531, Page 733, OPRMCT;

Thence North 75°42'59" East 162.65 Feet to a 1/2"IPS Cap FIRM 10194514 for an interior corner of this survey, and the Southeast corner of a tract described in Volume 1531, Page 733, OPRMCT;

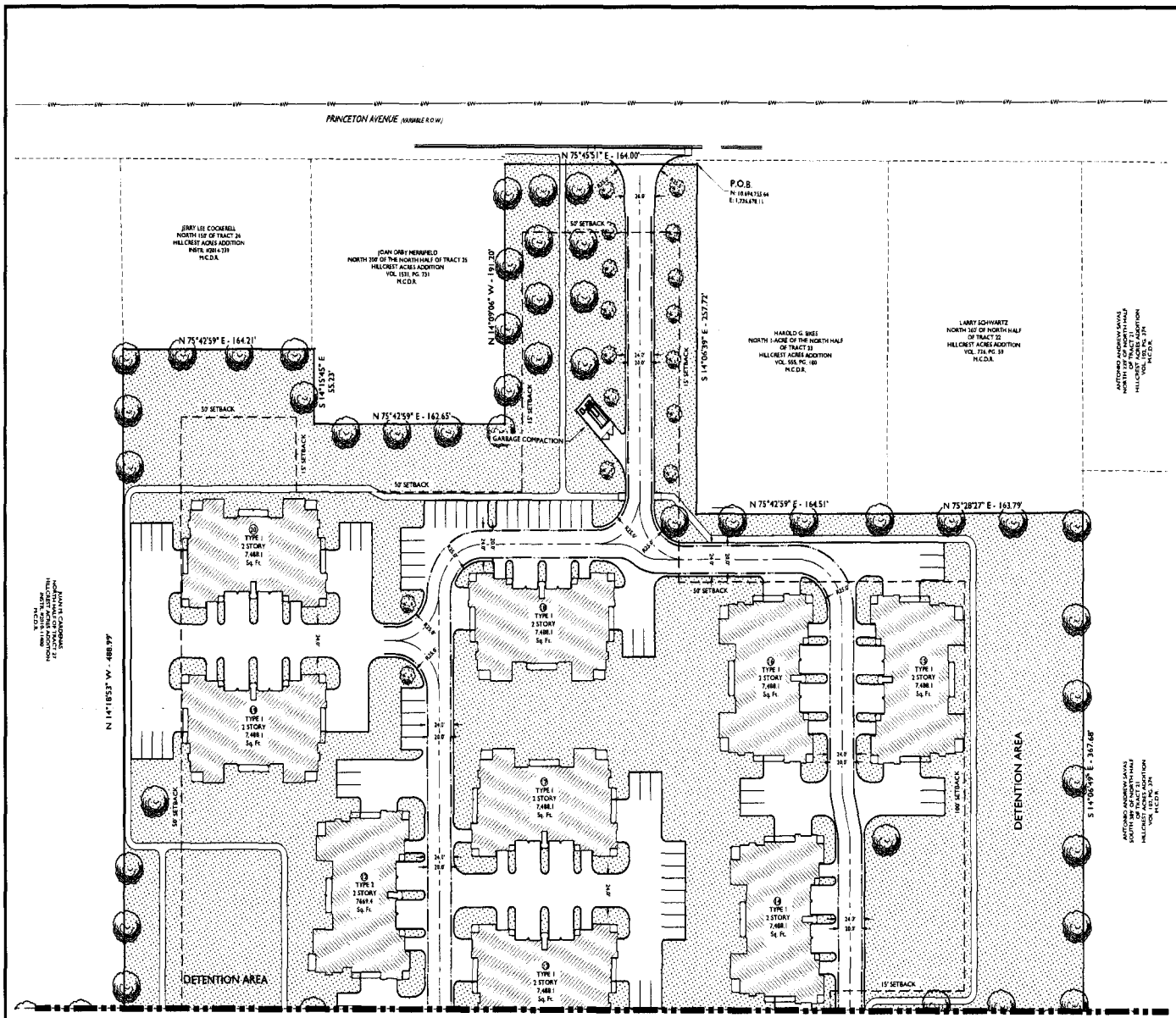
Thence North 14°09'06" West 191.20 Feet to a 1/2" IPS Cap FIRM 10194514 for the Most Northerly Northwest Corner of this survey and Lot 24;

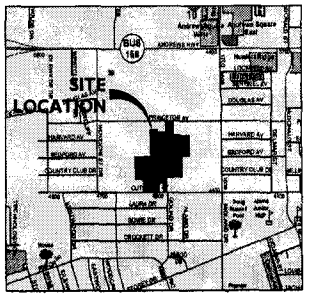
Thence North 75°45'51" East 164.00 Feet to the **Point of Beginning**, containing 19.70 acres, more or less.

25 September 2019



www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999





VICINITY MAP

N.T.S.

LEGEND

- DENOTES BOUNDARY CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING 8" SEWER LINE
- DENOTES EXISTING 12" SEWER LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING 6" WATER LINE
- DENOTES EXISTING 8" WATER LINE
- DENOTES CONCRETE
- DENOTES PROPOSED FIRE LANE

DEVELOPMENT NOTES:

GENERAL: SITE PLAN IS FOR A 19.78-ACRE PROPOSED MULTIFAMILY HOUSING DEVELOPMENT COMPOSED OF TWO BUILDING TYPES WITH FIRST FLOOR BUILDING FOOTPRINTS OF ±7,516-7,680 SQFT. SITE IS LOCATED ON PORTIONS OF TRACTS 22 AND 28 HILLCREST ACRES ADDITION CITY AND COUNTY OF MIDLAND, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 102, PAGE 374, MIDLAND COUNTY DEED RECORDS. THE SITE IS LOCATED TO THE WEST OF THE INTERSECTIONS OF MIDLAND DRIVE WITH PRINCETON AND CUTHBERT AVENUES. THE DEVELOPMENT IS CURRENTLY ZONED IN PART AS A MF-22 FOR MULTIFAMILY HOUSING DISTRICT AND IN PART AS AN SF-1, SINGLE FAMILY HOUSING DISTRICT.

DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF ± 20 TWO-STORY STORY MULTI-FAMILY APARTMENT BUILDINGS WITH A PROPOSED DENSITY OF 11-UNITS PER ACRE.

BUILDING HEIGHT: THE STRUCTURES PLANNED ARE TO BE TWO-STORY, WITH A MAXIMUM BUILDING HEIGHT NOT TO EXCEED THE PROPOSED MF-16 ZONING DISTRICT MAXIMUMS OF 42'.

ACCESS: THE SITE IS PLANNED TO HAVE TWO (2) ACCESS POINTS. ONE TO THE NORTH ACCESSING PRINCETON AVENUE AND ONE TO THE SOUTH ACCESSING CUTHBERT AVENUE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS. THE FOLLOWING EASEMENTS ARE PLANNED FOR INCLUSION:

- ** BLANKET UTILITY ACCESS EASEMENT FOR LOCATION AND MAINTENANCE OF PUBLIC FACILITIES
- ** STANDARD CITY OF MIDLAND DRAINAGE EASEMENT PROVISION
- ** VARIOUS PRIVATE UTILITY EASEMENTS

FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 24 FT. WIDE CORRIDOR WITH MINIMUM 25 FT. RADII THROUGHOUT.

PARKING: PROVIDED WITH 216 PARKING SPACES, OF WHICH 18 WILL BE ACCESSIBLE AND AN ADDITIONAL 240 GARAGE UNITS AT THE FLOOR LEVEL OF BUILDING TYPES I AND II. SEE TABLE FOR PROPOSED UNIT-TO-PARKING TABULATIONS. STANDARD SIZING WILL BE 9'X20'

TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. PROPOSED TO BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.

UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT ON SITE. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED WITHIN THE EXISTING FACILITIES IN THE ABUTTING RIGHTS-OF-WAY.

DRAINAGE: STORM WATER RUNOFF WILL BE RETAINED WITHIN THE DRAINAGE FACILITIES PROVIDED SUCH THAT THE INCREASE EXISTING 25 YR RUNOFF.

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO FACE OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.
- 430,475 SQFT (9.882 ACRES) OF LANDSCAPING AREA AS PROPOSED

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182	F	09/16/2005	X	N/A

0' 45' 90' 120'

SCALE: 1"=90'

AMENITIES NOTE:

AMENITIES INTENDED SHALL INCLUDE BUT MAY NOT BE LIMITED TO:

- POOL AREA
- COVERED TELLIS OR GAZEBOS
- OUTDOOR SEATING & LOUNGE AREA
- DOG PARK
- SCORED AND COLORED CONCRETE FEATURES

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 263-0999 Fax: (432) 263-0989
www.MaverickEng.com

REVISIONS	BY	DATE
Δ		

DRAWN BY: TE
CHECKED BY: PMH
APPROVED BY: JXX
DATE: 11/08/2019
JOB: 190172

ZONING SITE PLAN

HILLCREST VILLAGE

BEING A 19.70-ACRE PORTION OF TRACTS 22 AND 28, HILLCREST ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 102, PAGE 374, MIDLAND COUNTY DEED RECORDS

PRELIMINARY REVIEW:

FOR THE PURPOSES OF INTERIM REQUIREMENT REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET SP-01 OF 02

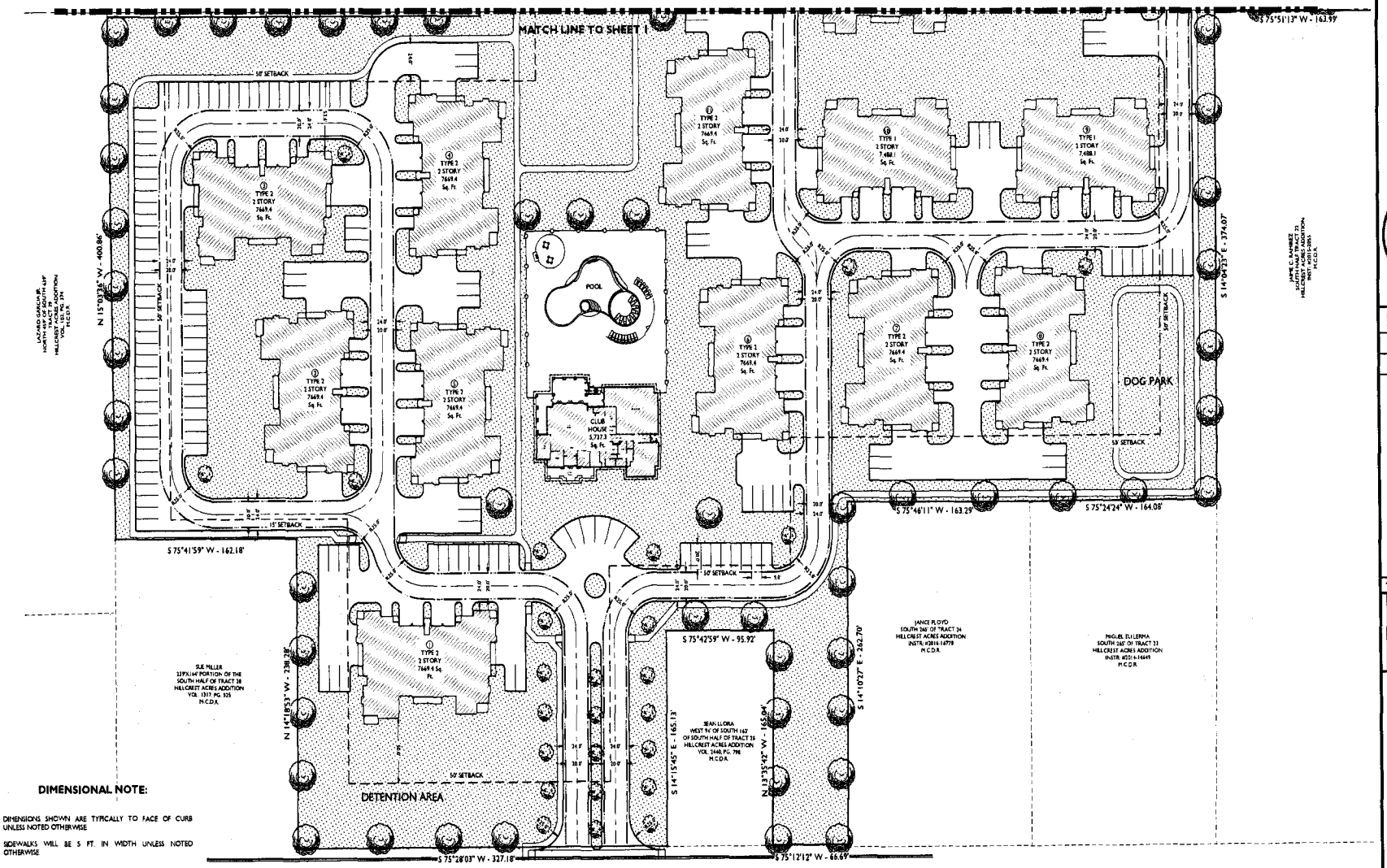
EXHIBIT B

25.12

PLANNING November 17, 2020

EXHIBIT B

30.60



DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO FACE OF CURB UNLESS NOTED OTHERWISE
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE

LEGEND

- DENOTES BOUNDARY CORNER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
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- DENOTES PROPOSED FIRE LANE

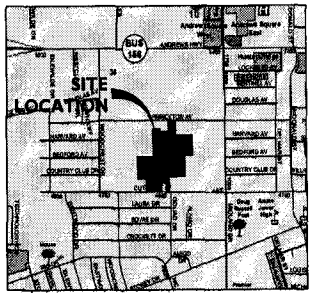
0' 40' 80' 120'
SCALE 1" = 40'

UNIT TABULATIONS

UNIT NAME	UNIT TYPE	NET AVERAGE SF	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1-A	TWO/TWO	884	20	10%	17,680	
A1-B	TWO/TWO	884	20	10%	17,680	50%
A2-A	TWO/TWO	884	40	20%	35,360	
A2-B	TWO/TWO	884	40	20%	35,360	
B1-A	THREE/TWO	1,171	30	15%	35,130	50%
B1-B	THREE/TWO	1,171	30	15%	35,130	
C1-A	THREE/TWO	1,348	10	5%	13,480	10%
C1-B	THREE/TWO	1,600	10	5%	16,000	
TOTALS			200	100%	282,770	
UNIT AVERAGE NET SF:			1,314			

PROJECT DATA

UNIT AVERAGE NET SF: 1,414 SF.
ACREAGE: 11.79 ACRES
DENSITY: 16 UNITS/ACRE
PARKING:
REQUIRED: 344 SPACES
PROVIDED: 466 SPACES
GARAGE PARKING: 248 GARAGE SPACES
SURFACE PARKED: 104 SURFACE SPACES
2.27 PER/UNIT



VICINITY MAP

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 263-0999 Fax: (432) 263-0998
www.maverick-eng.com

DRAWN BY	TC
CHECKED BY	PRH
APPROVED BY	XXX
DATE	11/09/2019
JOB	19012

NO.	REVISION	DATE	BY
1			

ZONING SITE PLAN

HILLCREST VILLAGE

BEING A 19.70-ACRE PORTION OF TRACTS 32, 33 AND 38, HILLCREST ACRES ADDITION, CITY OF MIDLAND, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 102, PAGE 374, MIDLAND COUNTY DEED RECORDS

PRELIMINARY REVIEW:

FOR THE PURPOSE OF INTERDEPARTMENTAL REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSE OF CONSTRUCTION

SHEET **SP-02** OF 02






4615
CHEVROLET











City Council Meeting

Item Number: 31

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 91 FEET NORTH OF ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Gregory Stine, is requesting a zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, to construct a duplex.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The properties to the north, east, and south are LR, Local Retail District, and the locations of vacant lots. The property to the west is zoned 2F, Two-Family Dwelling (Duplex) District, and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to be able to construct a duplex on the lot. The lot dimensions satisfy the minimum requirements for the 2F zoning district.

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 objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approve)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

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 is called for Urban Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood businesses.

The prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the October 19, 2020 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the 2F, Two-Family Dwelling (Duplex) District.

Letters of Objection:

Staff has not received any objections as of November 11, 2020.

Attachments:

Application
Maps

Robert Pollard

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 91 FEET NORTH OF ELM 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 4, Replat of Windwood Park, City and County of Midland, Texas (the "Property") to 2F, Two-Family Dwelling (Duplex) 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 LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
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: 2-20-0195

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Schumann Engineering- Ed Aleman		Phone (432) 684-5548 Email ealeman@schumannonline.net	
Address 800 N. Marienfeld Suite 100	City Midland	State TX	Zip 79701

Property Owner Printed Name: Gregory Stine		Phone (541) 892-1360 Email ealeman@schuman	
Address 1513 Edwards Street	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2102 N. Main Street

Legal Description
Lot: 9 Block: 4 Subdivision: Re-plat of Windwood Park Addition

Current Zoning: LR

Proposed Zone: ~~SF2~~ 2F
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Duplex

Present Use of Property: Vacant Lot

Proposed Use of Property: Duplex Construction

How would this zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Eduardo J. Aleman	Date: 9-22-20
Applicant (printed): Ed Aleman	
Property Owner (signature): Greg Stine	Date: 9-22-20
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is authorized by Gregory Stine, 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 22nd day of September, 20 20, to certify which witness my hand and seal of office.

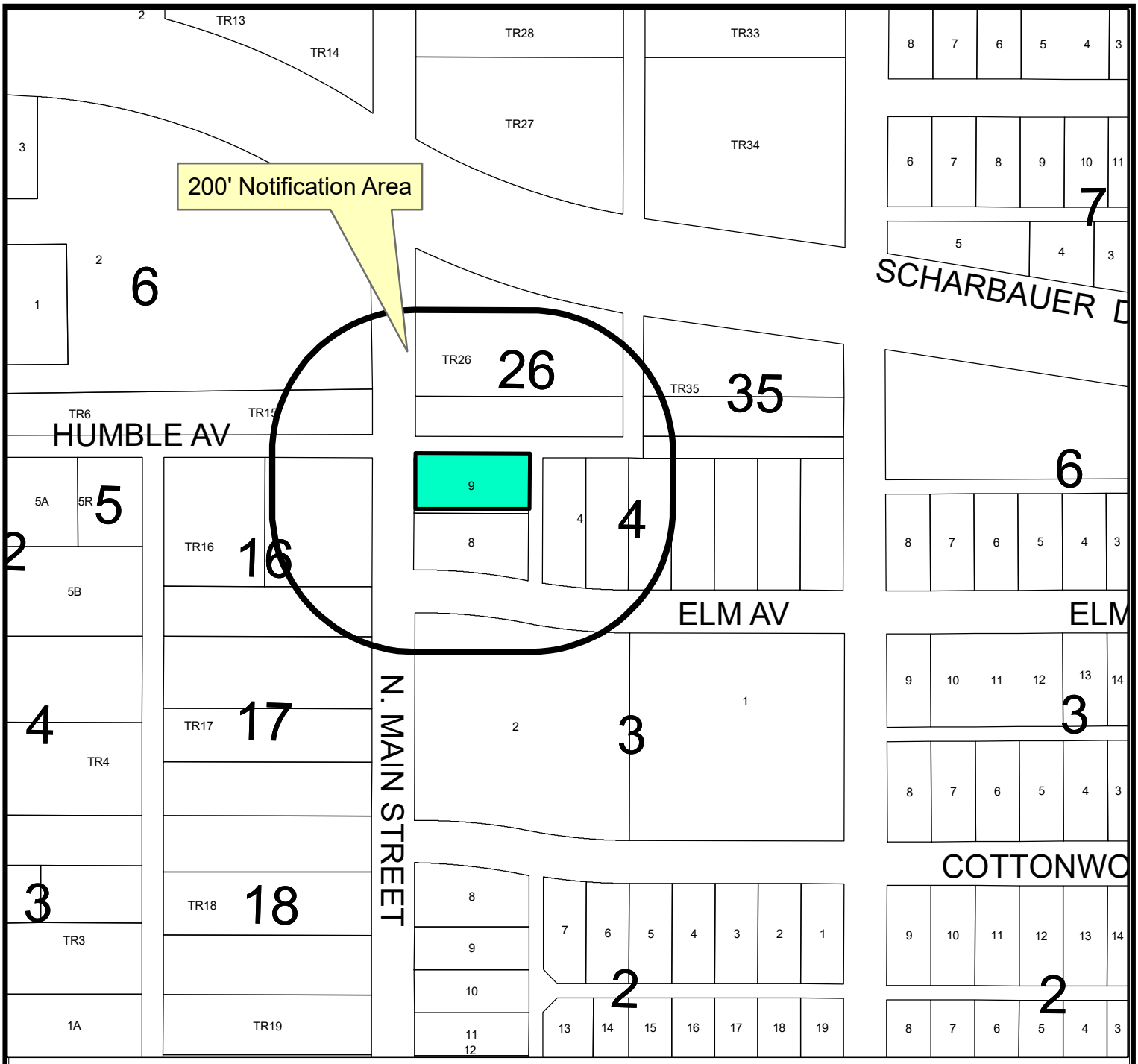
HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

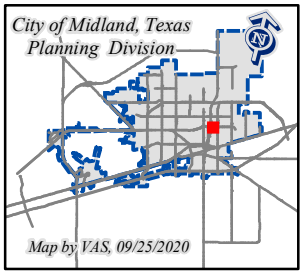
Z-20-0195 **Scale: 1" = 200**

Consider a request by Gregory Stine, for a zone change from LR, Local Retail District, to 2F, Two-Family Dwelling (Duplex) District on Lot 9, Block 4, Replat of Windwood Park, City and County of Midland, Texas.

Generally located on the east side of N. Main Street, approximately 211 feet north of Elm Avenue. (Council District 2)

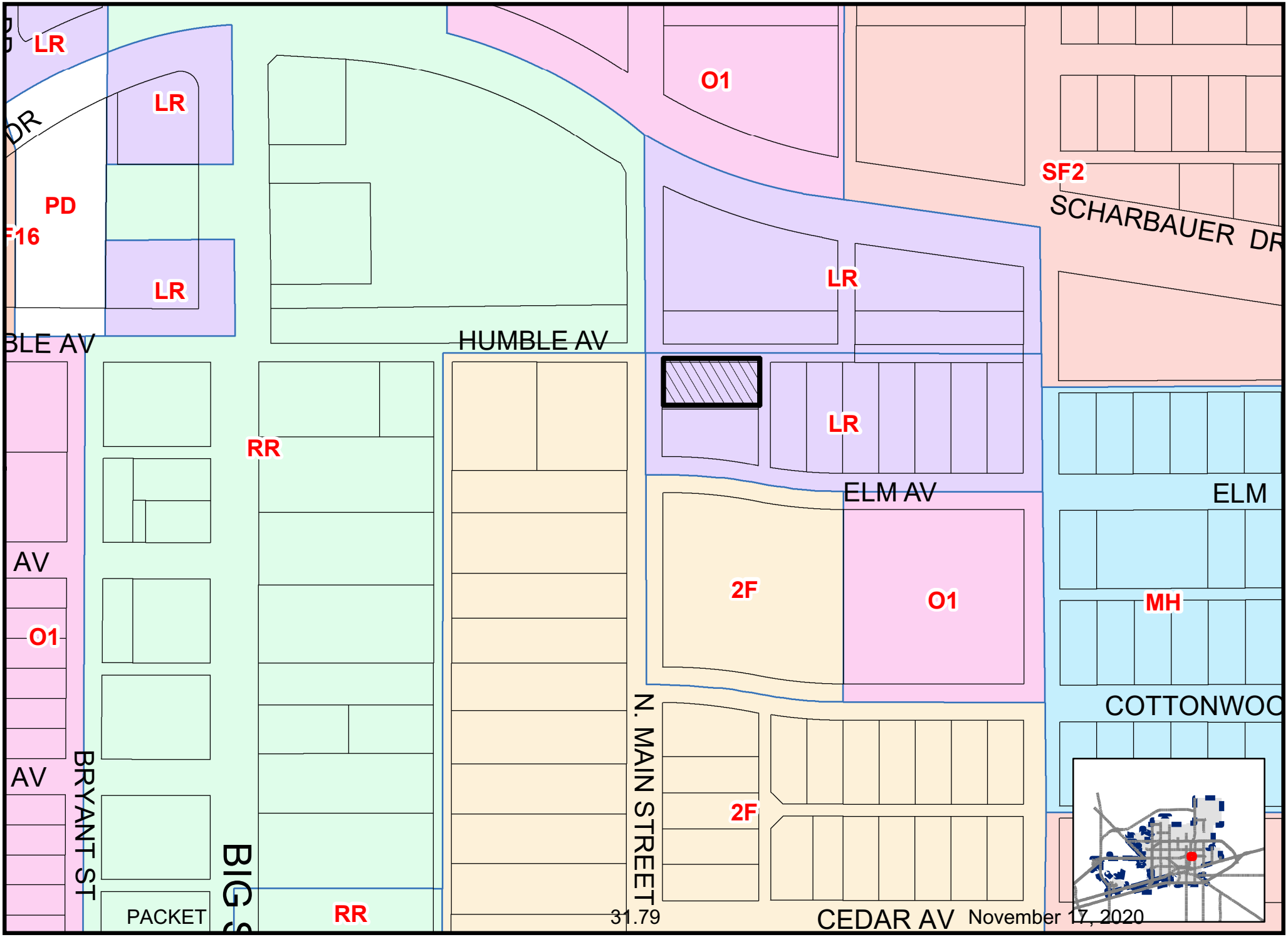
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY DOCUMENT NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 17, 2020



Map By VAS, 09/25/2020

Z-20-0195

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.









City Council Meeting

Item Number: 32

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,588-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, WALLACE HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 377 FEET SOUTH OF SINCLAIR 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 (DEVELOPMENT SERVICES)**

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 1910 N. Loop 250 West, Suite C, Midland, Texas 79707.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property is located at 1910 N. Loop 250 West, Suite C, in the RR, Regional Retail District. The property to the north is zoned PD, Planned Development District for a Transitional District, and the location of a Tracker Boating Center. The property to the east is zoned PD, Planned Development District for a Housing Development, and the location of Manor Park South. The property to the south is zoned RR, Regional Retail District, and the location of a Chick-fil-A Restaurant. The property to the west, across N. Loop 250 West, is zoned O-1, Office District, and the location of Health South Rehabilitation Center.

Discussion:

JE Midland Ops, LLC, is requesting a Specific Use Designation for the property located at 1910 N. Loop 250 West, Suite C, 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 the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The restaurant is currently in operation. The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 3,588 square feet, with an alcohol serviceable area of 1,694 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 6:00 a.m. to 2:00 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Saturday from 7:00 a.m. to 2:00 p.m.
Sunday from 10:00 a.m. to 2:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal

review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections

Fire: (Approved)

No objections

Transportation: (Approved)

No objections.

Code Administration: (Approved)

The SUD for Jimmy's Egg is acceptable provided that no major changes have taken place including increased sizing of the dining/seating area or increases to the building footprint. The property must adhere to the current maximum occupant load of 115 as listed. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This 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 request was recommended for approval at the November 2, 2020 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through E.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 1,694 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 Saturday from 7:00 a.m. to 2:00 p.m.
Sunday from 10:00 a.m. to 2:00 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.**

Letters of Objection:

As of November 11, 2020, staff has not received any letters of objections.

Attachments:

Floor 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,588-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, WALLACE HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 377 FEET SOUTH OF SINCLAIR 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 3,588-square foot portion of Lot 2, Block 1, Wallace Heights, Section 2, 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 for on-premises consumption in a restaurant (the "Establishment"), 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 1,694 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 2:00 p.m.; and
Sunday from 10:00 a.m. to 2:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by

the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

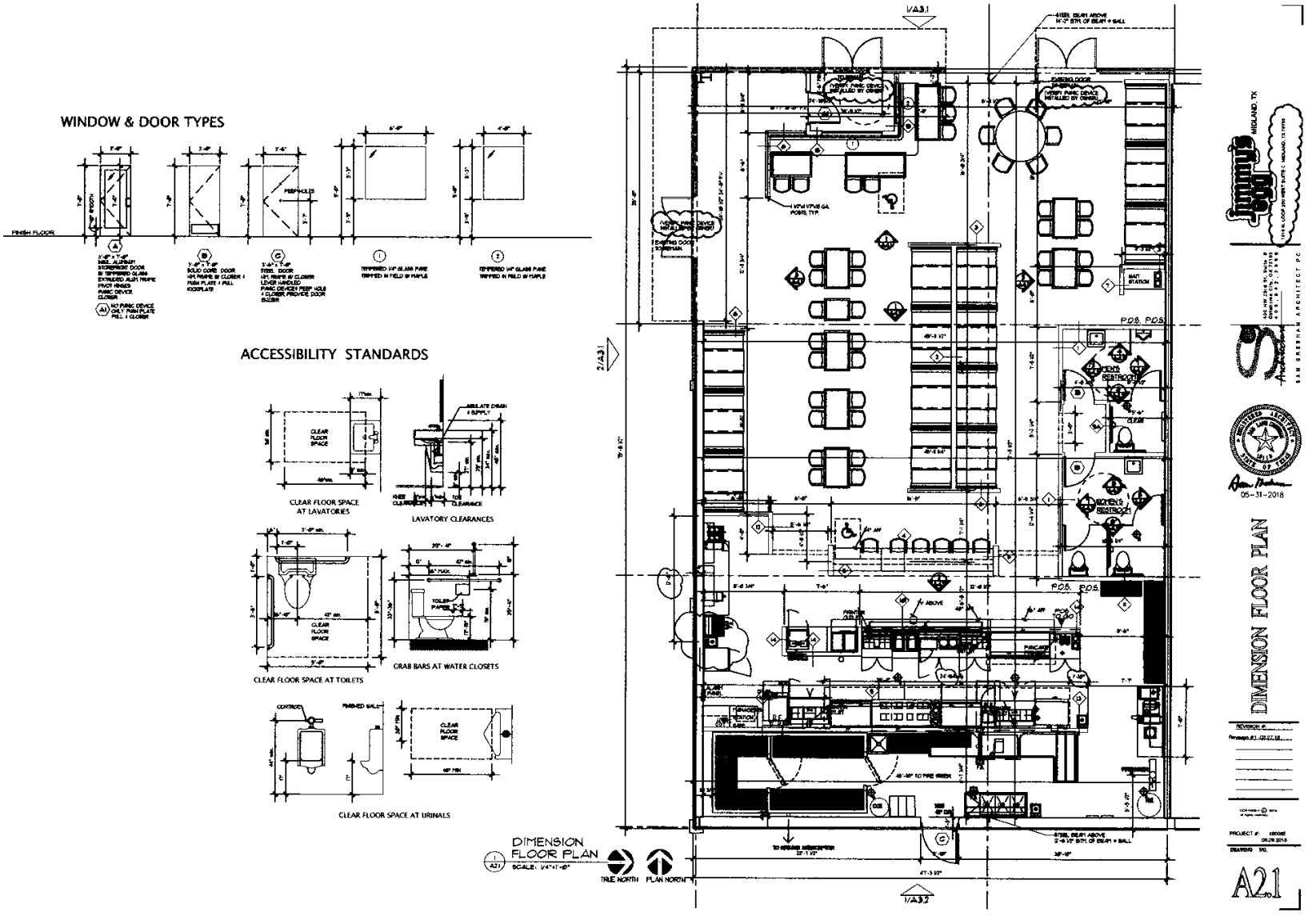
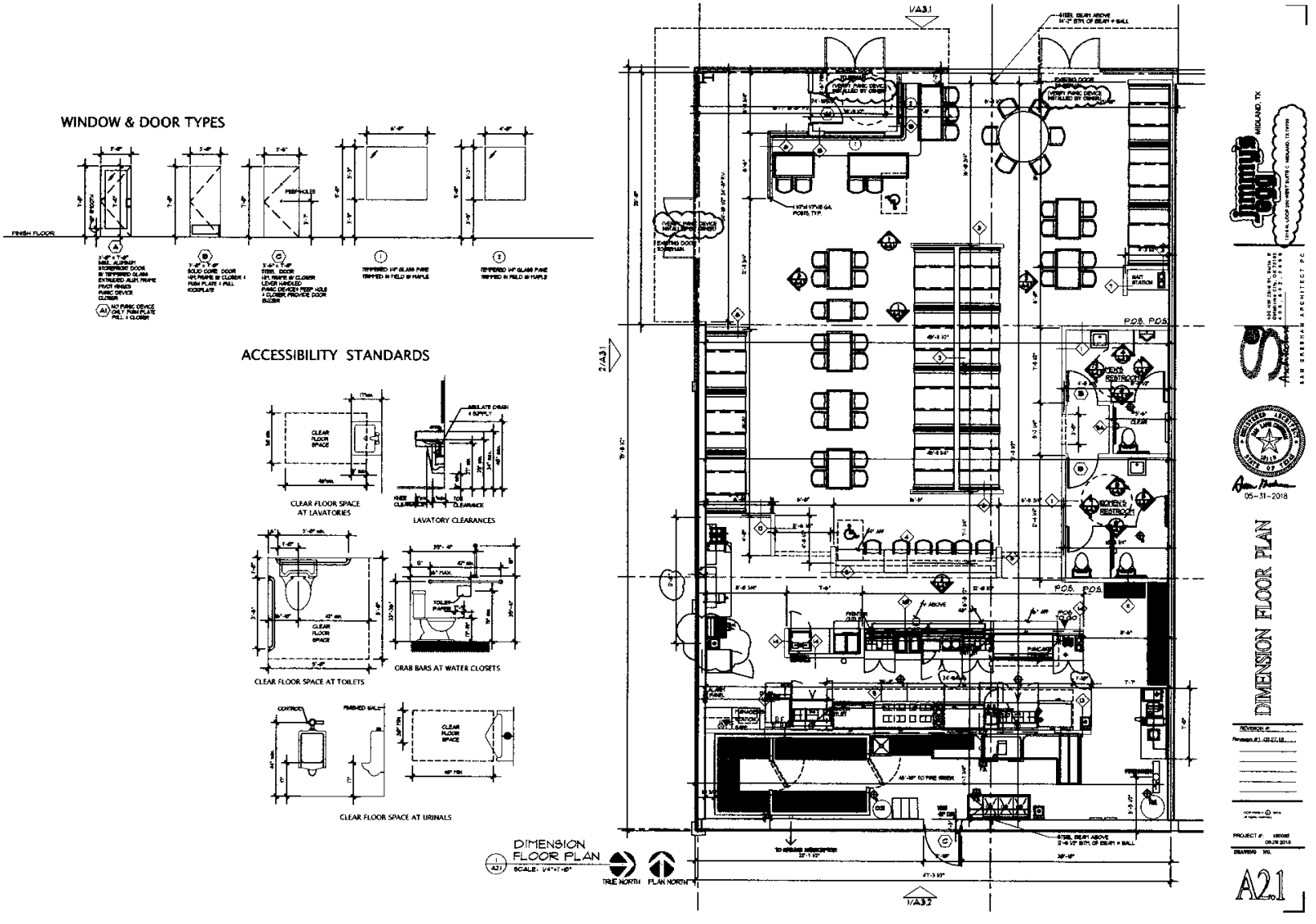
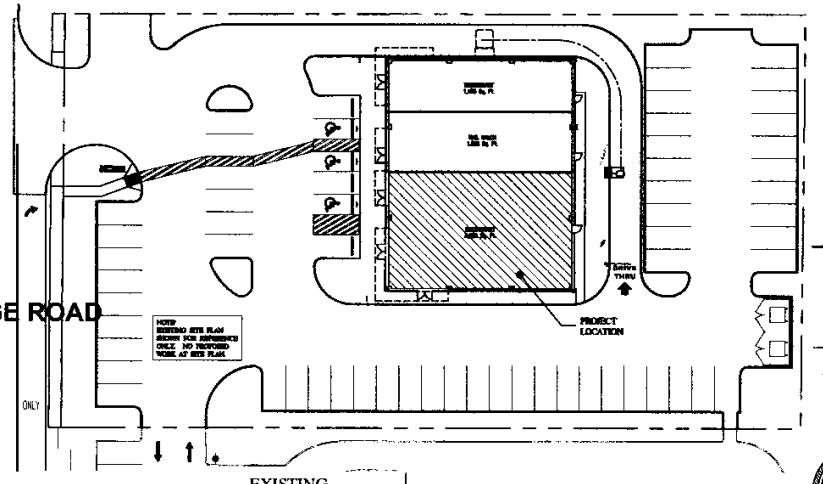

WINDOW & DOOR TYPES
ACCESSIBILITY STANDARDS
CLEAR FLOOR SPACE AT LAVATORIES
LAVATORY CLEARANCES
CLEAR FLOOR SPACE AT TOILETS
GRAB BARS AT WATER CLOSETS
CLEAR FLOOR SPACE AT URINALS
DIMENSION FLOOR PLAN
SCALE: 1/4"=1'-0"
TRUE NORTH
PLAN NORTH
DIMENSION FLOOR PLAN
A21

EXHIBIT "A"


WINDOW & DOOR TYPES
FINISH FLOOR
ACCESSIBILITY STANDARDS
CLEAR FLOOR SPACE AT LAVATORIES
LAVATORY CLEARANCES
CLEAR FLOOR SPACE AT TOILETS
GRAB BARS AT WATER CLOSETS
CLEAR FLOOR SPACE AT URINALS
DIMENSION FLOOR PLAN
SCALE: 1/4"=1'-0"
TRUE NORTH
PLAN NORTH
1/A3.1
2/A3.1
1/A3.2
MEN'S RESTROOM
WOMEN'S RESTROOM
DIMENSION FLOOR PLAN
05-31-2018
A21

jimmy's egg

1904 LOOP 250 FRONTAGE ROAD
MIDLAND, TX
79703



EXISTING SITE PLAN
1" = 20'-0"

True North

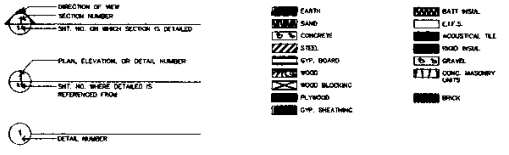
INDEX OF DRAWINGS

	ARCHITECTURAL		MEP		
CO	COVERSHEET	MEP1.1	SPECIFICATIONS		
A2.1	DIMENSION FLOOR PLAN	MEP1.2	SPECIFICATIONS		
A2.2	EQUIPMENT PLAN AND SCHEDULE	MEP1.3	MEP ROOF PLAN		
A2.3	REFLECTED CEILING PLAN	M1.1	TYPICAL MECHANICAL NOTES		
A2.4	FINISH FLOOR PLAN & SCHEDULE	M2.0	BLACK BOX OVERALL MECHANICAL		
		M2.1	MECHANICAL PLAN		
		M2.2	MECHANICAL EXHAUST	P1.1	ABBREVIATIONS AND SYMBOLS AND NOTES
A3.1	EXTERIOR ELEVATIONS	M3.1	MECHANICAL DETAILS	P2.0	BLACK BOX PLUMBING
A3.2	EXTERIOR ELEVATIONS	M4.1	MECHANICAL SCHEDULES	P2.1	UNDER FLOOR PLUMBING
		E1.1	ABBREVIATION AND SYMBOLS AND NOTES	P3.1	PLUMBING PLAN
A4.1	INTERIOR ELEVATIONS			P3.2	GAS PIPING PLAN
A4.2	INTERIOR ELEVATIONS	E2.0	BLACK BOX OVERALL ELECTRICAL	P4.1	PLUMBING DETAILS
A4.3	INTERIOR ELEVATIONS	E2.0A	SITE LIGHTING PLAN	P4.2	PLUMBING DETAILS
		E2.1	LIGHTING PLAN	P5.1	PLUMBING RISER
A5.1	PARTITION TYPES	E3.1	POWER PLAN	P6.1	PLUMBING SCHEDULES
		E4.1	ELECTRICAL DETAILS		
		E5.1	ELECTRICAL RISER		

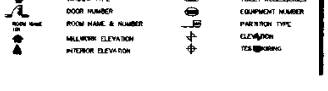
LEGAL DESCRIPTION:
FIELD NOTES OF A 1.098 ACRE TRACT OF LAND OUT OF THE EAST PART OF LOT 2, AND THE SOUTHEAST PART OF LOT 1, BLOCK 1, WALLACE HEIGHTS, SECTION 2, AND THE ADDITION TO THE CITY OF MIDLAND, RECORDED IN CABINET B, PATE 294, MIDLAND COUNTY PLAT RECORDS, OUT OF TRACT 18, WALLACE HEIGHTS.

05-31-2018

Section/Detail Mark/Material legend



Symbol Legend



Building Code

2015 IBC 2015 IMC
2015 IFC 2015 IFGC
2015 IPC 2014 NEC
2009 ICC A117.1 Accessible & Usable Buildings & Facilities (A117.1)

PROJECT INFORMATION

ARCHITECT: SAN GRESHAM
400 NW 23RD ST. SUITE B
OKLAHOMA CITY, OK 73103
TEL. 405-842-2998

MEP ENGINEER: RICHARD L. NORRIS,
ADD. 4720 WORCHESTER LANE
McKINNEY, TX. 75070
TEL. 214-548-5118

CONSTRUCTION TYPE 2B
OCCUPANCY A2
JIMMY'S EGG = 3,486 SQ./FT.
OCCUPANCY LOAD - JIMMY'S EGG
DINING ROOM=113
WAITING=24
KITCHEN=6
TOTAL= 143 OCCUPANTS

FULLY SPRINKLED AS PER NFPA 13

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO BUILDING CODES, ORDINANCES, AND LAWS HAVING JURISDICTION AT PROJECT SITE. NOTIFY ARCHITECT IN WRITING OF ALL CONFLICTS.
2. EXAMINATION OF SITE: THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND EXAMINE FOR HIMSELF ALL CONDITIONS AFFECTING THE WORK. CONTRACTOR SHALL SATISFY HIMSELF AS TO LOCATION AND MATERIALS NECESSARY TO PREPARE THE SITE FOR EXECUTION OF THIS CONTRACT.
3. DIMENSIONS: DO NOT SCALE DRAWINGS. USE DIMENSIONS SHOWN ON DRAWINGS AND ACTUAL FIELD MEASUREMENTS. NOTIFY ARCHITECT IN WRITING OF DISCREPANCIES. VERIFY ALL DIMENSIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ALL DISCREPANCIES IN WRITING BEFORE PROCEEDING WITH WORK. ANY ERRORS, OMISSIONS AND/OR CONFLICTS IN DRAWINGS AND SPECIFICATIONS SHALL BE REPORTED TO ARCHITECT FOR CORRECTION BEFORE ANY CONSTRUCTION IS PERFORMED. NO CHANGE IN CONTRACT PRICE SHALL BE ALLOWED FOR ANY CHANGE MADE NECESSARY BY THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH. ANY DIMENSION WHICH SHOWS A THING TO BE SCALED, DESIGNED OR PROPORTIONED, OR MORE EXACTLY DETERMINED THAN BY SCALING SHALL BE GIVEN PRECEDENCE IN THE EVENT OF ANY DIFFERENCE BETWEEN IT AND ANY DIMENSION WHICH IS DRAWN TO A SCALE.
4. CONTRACTORS: IT SHALL BE ANY CONTRACTOR'S RESPONSIBILITY FOR PROPER COORDINATION OF THE WORK OF ALL TRADES. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK WITH SKILL AND ATTENTION. HE SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTS AND OMISSIONS OF HIS EMPLOYEES AND SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR OR ANY OF HIS SUBCONTRACTORS. CONTRACTOR SHALL BE RESPONSIBLE TO ARCHITECT FOR ACTS AND OMISSIONS OF HIS EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR OR ANY OF HIS SUBCONTRACTORS.
5. CONSTRUCTION: IT SHALL BE ANY CONTRACTOR'S RESPONSIBILITY FOR PROPER CONSTRUCTION OF ALL PORTIONS OF THE WORK. CONTRACTOR SHALL COORDINATE ALL PORTIONS OF THE WORK WITH WORK WHICH IS DEPENDENT UPON PROPER CONSTRUCTION OF OR INTEGRATION WITH EXISTING PREVIOUS CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY TAKING MEASUREMENTS AT BUILDING SITE AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS. ANY DISCREPANCIES BETWEEN DRAWINGS AND/OR SPECIFICATIONS AND EXISTING CONDITIONS SHALL BE REFERRED TO THE ARCHITECT FOR ADJUSTMENT BEFORE ANY WORK AFFECTED THEREBY IS COMMENCED. ANY WORK DONE AFTER DISCREPANCIES ARE DISCOVERED SHALL BE DONE AT THE CONTRACTOR'S RISK.
6. QUALITY OF WORK: WHERE REFERENCE IS MADE IN THESE SPECIFICATIONS TO THOSE MADE BY THE STANDARDS OF ANY SOCIETY, INSTITUTE, ASSOCIATION OR GOVERNMENTAL AGENCY, IT SHALL BE UNDERSTOOD THAT THE LATEST EDITION, REVISION OR SUPPLEMENT ADOPTED PRIOR TO THE DATE OF THE CONTRACT SHALL GOVERN UNLESS SPECIFICALLY STATED OTHERWISE. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE HIGHEST STANDARDS OF SIMILAR CONSTRUCTION. THE CONTRACTOR SHALL ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES AND SHALL NOT EMPLOY ON THE WORK ANY UNFIT PERSON OR ANYONE NOT SKILLED IN THE TASK ASSIGNED TO HIM. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE. NEITHER FINAL PAYMENT NOR ANY PROVISION IN THE CONTRACT DOCUMENTS SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP. THE OWNER SHALL GIVE NOTICE OF OBSERVED DEFECTS WITH REASONABLE PROMPTNESS. THE CONTRACTOR SHALL PROMPTLY REMOVE FROM THE PREMISES DEFECTIVE WORK AND MATERIALS WHETHER OBSERVED BEFORE OR AFTER FINAL PAYMENT AND WHETHER OR NOT FABRICATED, INSTALLED OR COMPLETED, AND REPLACE WITH NEW MATERIALS AND WORKMANSHIP AS SPECIFIED. THE CONTRACTOR SHALL ALSO BEAR THE EXPENSE OF MAKING GOOD ALL WORK OF OTHER CONTRACTORS DESTROYED OR DAMAGED BY THE REMOVAL OR REPLACEMENT OF DEFECTIVE WORK.
7. MANUFACTURER'S DIRECTIONS: ALL MANUFACTURED ARTICLES, MATERIAL AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED AS DIRECTED BY THE MANUFACTURERS, UNLESS OTHERWISE SPECIFIED TO THE CONTRARY.
8. GOOD AND MATERIAL NOT SPECIFIED: ANY ITEM OR MATERIAL NOT MENTIONED TO THE PROJECT COMPLETION OF CONSTRUCTION UNDER THIS CONTRACT WHICH IS NOT SPECIFICALLY CONTRARY TO THE PROVISIONS AND SPECIFICATIONS SHALL BE PERFORMED, IF IT MANNER CONFORMS GOOD PRACTICE OF THE TRADE INVOLVED. MATERIALS AND EQUIPMENT ANY SPECIFICALLY COVERED BY THE DRAWINGS AND SPECIFICATIONS SHALL BE OF A STANDARD EQUAL TO GOOD PRACTICE FOR SUCH WORK AND SHALL BE CLASS OF STRUCTURE CONSTRUCTED AND TO THE SATISFACTION OF SPECIFIED ARCHITECT.
9. PERMITS, FEES AND NOTICES: THE OWNER SHALL SECURE AND PAY FOR THE BUILDING PERMIT UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE OWNER. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL OTHER PERMITS RELATED TO HIS WORK. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, CODES AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF HIS WORK.
10. INSURANCE: OWNER AND ALL CONTRACTORS SHALL EFFECT AND MAINTAIN PROPER INSURANCE.
11. CHANGES IN WORK: ALL CHANGES IN THE DOCUMENTS ARE TO BE DOCUMENTED BY WRITTEN FIELD ORDER, OR CHANGE ORDER INITIATED BY THE ARCHITECT AND SIGNED BY OWNER AND CONTRACTOR.

CO

PACKET
32.94
November 17, 2020

MIDLAND
Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP20-0016

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JE Midland Ops LLC		Phone ( ) Email	
Address 211 E. 7th St. Ste 620	City Austin	State TX	Zip 78701

Property Owner Printed Name: PUD Holdings, LLC		Phone (713) 956-6625 Email rdennard@crisscrosscg.com	
Address 12621 Featherwood Dr. #330	City Houston	State TX	Zip 77034

Representative *(if different from Applicant or Property Owner)* Firm: BrackinSchwartz PLLC Printed Name: Catherine Chamblee, Esq		Phone (512) 549-8906 Email catherine@txliquorlaw.com	
Address 511 W 7th Street	City Austin	State TX	Zip 78701

Street Address: 1910 N Loop 250 W, Ste C, Midland, TX 79707

Business Name: Jimmy's Egg

Legal Description
Lot: 0020 Block: 001 Subdivision: ADDN Wallace Heights Sec 2

Current Zoning: RR

Reason for Request: Addition of an MB permit for the on-premise sales of alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: 6am - 2pm 7 days a week

Proposed Days and Hours of Alcohol Service: Mon - Sat: 7am - 2pm; Sunday with food: 10am-12pm;
Sunday with/without food: 12pm - 2pm

Total Square Footage of Business: 3588 sq ft

Square Footage of Alcohol Serviceable Area: 1750 sq ft

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
Women	**Toilets:** 2	**Bathroom Sinks:** 1

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
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Date:

Applicant (printed):

Property Owner (signature): Date: 9/21/20

Property Owner (printed): Ryan Dennard, Manager, PWD Holdings LLC

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Catherine Crandle who, being by me duly sworn, upon oath says: That (s)he is authorized by Ryan Dennard, 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, 20 20, to certify which witness my hand and seal of office.

JESSICA REEDY SOLE
My Notary ID # 126422744
Expires February 25, 2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

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
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 9/3/2020
Applicant (printed): William C. Liedtke III Manager	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ 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.

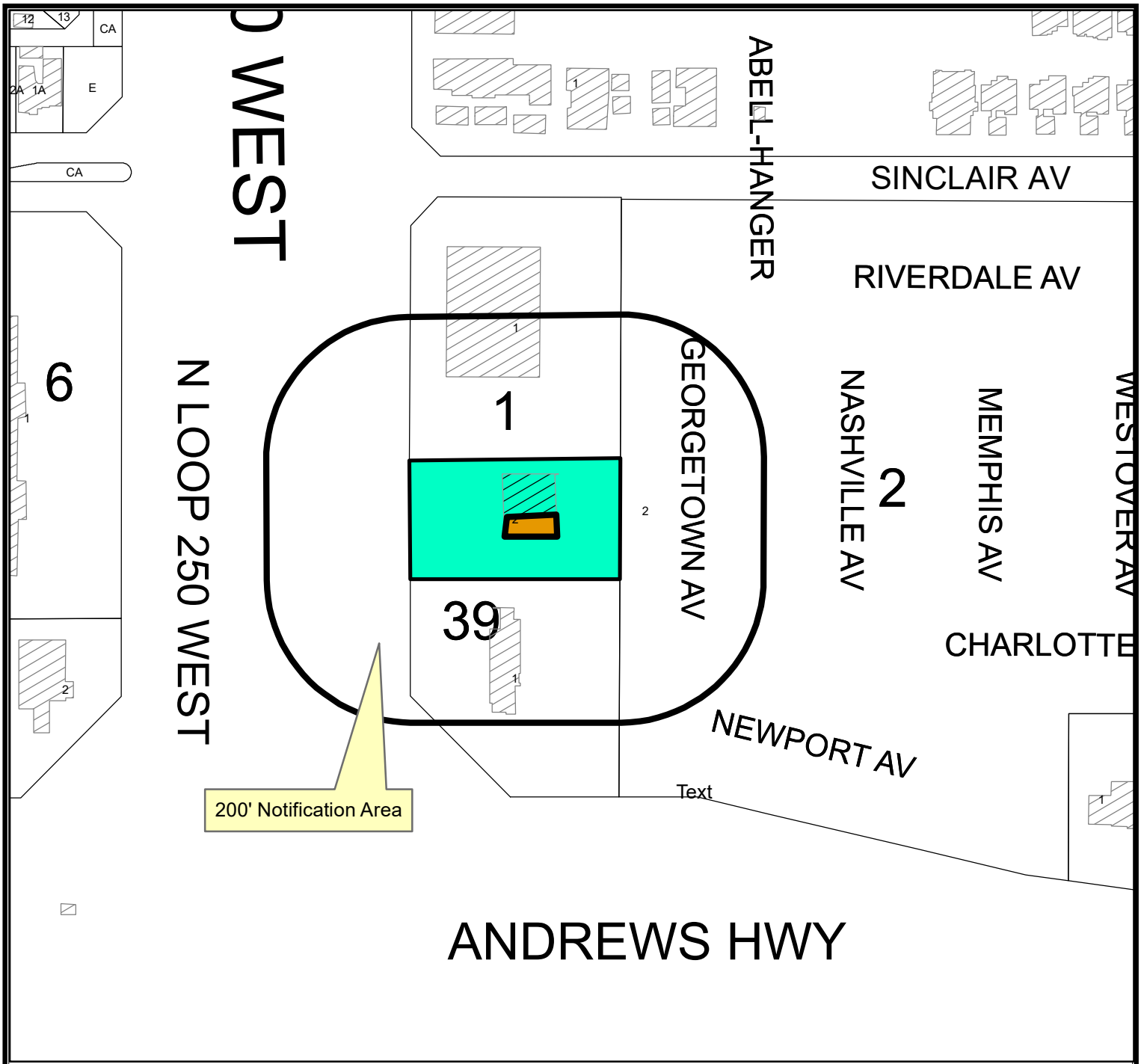
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☑ Property Owner Authorization	☑ Dimensioned Floor Plan	
☑ Application Fee	☑ Site Plan	
Check # 4408	☐ Plans in Digital Format (PDF/JPEG)	
Received By:		Date:

RECEIVED
SEP 05 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

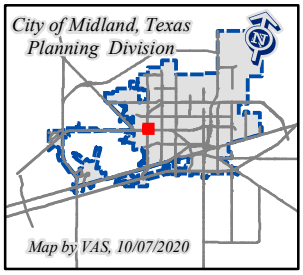
SUD-20-0086 **Scale: 1" = 200'**

Consider a request by JE Midland Ops, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 3,588 square foot portion of Lot 2, Block 1, Wallace Heights, Section 2, City and County of Midland, Texas.

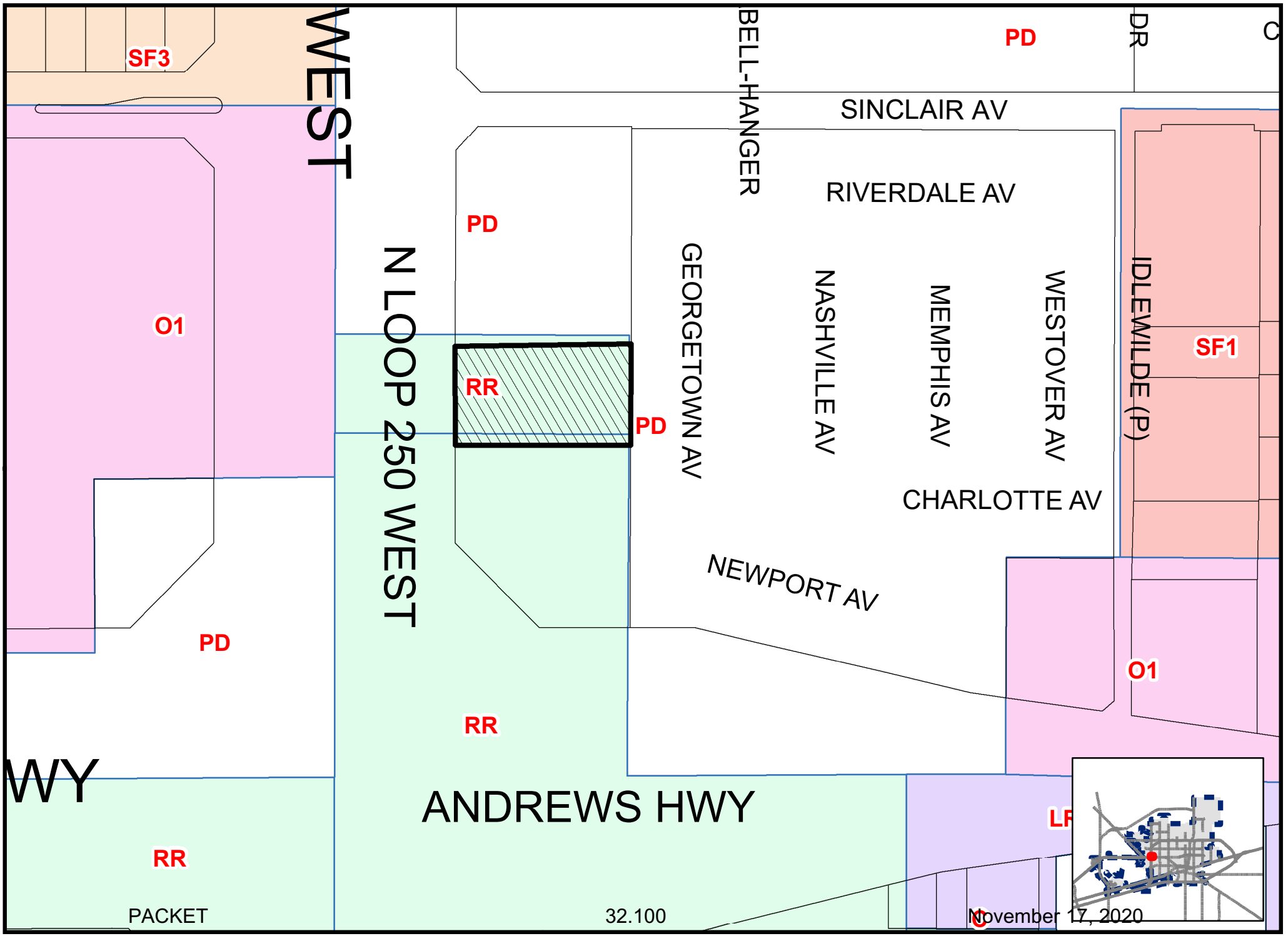
Generally located on the east side of N. Loop 250 West, approximately 377 feet south of Sinclair Avenue. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- SUD LOCATION



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 10/7/2020

SUD-20-0086

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.


TRACKER
BOATING CENTER
Chevy
TRACKER
NITRO
TAHOE


tropical CAFE
SMOOTHIE
DRIVE-THRU
SKY-FY
NAILS
jimmy's egg





City Council Meeting

Item Number: 33

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Glenda Arroyo-Cruz, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Patrick Brown, is requesting approval of a zone change to amend the current planned district and add additional property to the development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's Budget.

Discussion:

Surrounding Zoning and Land Use:

The properties to the north, east, south and west are zoned AE, Agricultural Estate District and the location of a residence and vacant land, respectively.

Analysis:

The property is located at 3801 Arapahoe Road and at 6611 and 6709 Elkins Road and zoned PD, Planned Development District for a Housing Development, and AE, Agriculture Estate District. The Planned Development District is regulated by Ordinance No. 10,082, which was recently approved at May 26, 2020 City Council meeting, and allows for an additional twenty-six (26) homes that would be able to house up to 80 adults and their children.

The applicant, Patrick Brown, is requesting to amend the existing planned district as well as include the adjoining 18-acres north of the property. There are three (3) existing houses that would be utilized by staff as well as an existing paddock and storage buildings.

The development would consist of an approximately 40-acre Peer Supportive Recovery Residence Village for substance use disorder and concurrent psychiatric issues. The purpose of the project is to provide homes and a village community that assists each other in recovering from drug, alcohol and other addictions. The living quarters are based on model homes. The property would be developed in two phases as shown on the site plan hereto known as, Exhibit A.

In Phase 1, a total of 45,177 square feet of living space and will be able to house up to 40 adults and their children. It would consist of the following:

Single Mom Homes:

Four (4) 4 – Bedroom homes that are 2,464 square feet.
Two (2) 3 – Bedroom homes that are 1,708 square feet.
Two (2) 2 – Bedroom homes that are 1,008 square feet.

These homes will accommodate about 16 moms and their children.

General Member Section:

Two (2) 4 – Bedroom homes that are 1,952 square feet.
Three (3) 3 – Bedroom homes that are 1,708 square feet.
Seven (7) 2 – Bedroom homes that are 1,008 square feet.
Four (4) buildings that are 1,664 square feet that will serve as a laundry and meeting building.

General Membership will be single dads and two-parent families and their children. These homes will accommodate about 20 adults and their children.

In Phase 2, a total of 57,700 square feet of living space and will be able to house up to about 52

adults and their children. It would consist of the following:

Single Mom Homes:

Eight (8) 4 – Bedroom homes that are 2,464 square feet.
Four (4) 3 – Bedroom homes that are 1,708 square feet.
Four (4) 2 – Bedroom homes that are 1,008 square feet.

These homes will accommodate about 32 moms and their children.

General Member Section:

Two (2) 4 – Bedroom homes that are 1,952 square feet.
Five (5) 3 – Bedroom homes that are 1,708 square feet.
Three (3) 2 – Bedroom homes that are 1,008 square feet.
Four (4) buildings that are 1,664 square feet that will serve as a laundry and meeting building.

General Membership will be single dads and two-parent families and their children. These homes will accommodate about 20 adults and their children.

In total, fifty-four (54) homes, in addition to the three existing residences, are proposed for a total of 102,877 square feet of living space. These will be able to house a maximum of 92 adults and their children.

All of the proposed model homes will have a minimum separation of 10-feet. Proposed roads will be approximately 25-feet wide and parking accommodations for residents and guests will be provided.

The development is proposing a variety of amenities within the village. It would include a greenhouse and community garden, petting zoo, playground, volleyball court and playing field. There are also plans to utilize the existing buildings and develop a community meeting hall, recreating hall and a dining hall. Other proposed ideas include a swimming pool and a splash pad.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

As listed in our Tall City Tomorrow Section 3.24. PD, Planned Development District, the purpose of the PD, Planned Development District is to create innovative concepts in land utilization or diversification. This means the property can encompass residential, commercial, light industrial, public or recreational uses.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 4, Housing & Neighborhoods, Goal 3, “Provide adequate housing opportunities for the diverse needs of Midland’s population.” (Tall City Tomorrow, Page 10). This request will aid in Midland housing needs by providing affordable and adequate housing, along with a diverse option of housing stock for the community of Midland. This request is also promotes various land uses within the plans.

This request was recommended for approval at the October 19, 2020 Planning and Zoning meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District in part, and PD, Planned Development District for a Housing Development to PD, Planned Development District for a Housing Development, subject to conditions A through E.

Conditions:

A. That the use and development shall conform to the regulations of the MF-16, Multiple-Family Dwelling District, except as stated below.

B. That the property shall significantly conform to the site plan attached hereto as Exhibit "A".

C. That the homes located on the Property shall be modular units; provided, however, that this condition shall not apply to the structures identified on the site plan as "Pre-existing Homes for Thriving United Staff."

D. That one off-street parking space shall be provided on the Property for each person 18 years of ages or older who resides on the Property.

E. 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.

Letters of Objection:

As of November 11, 2020, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Angel Haven Project Description
Application
Maps
Ordinance No. 10082

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE 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 Lots 1, 2, and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District, in part, and PD, Planned Development District for a Housing Development, in part, to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the homes located on the Property shall be modular units; provided, however, that this condition shall not apply to the structures identified on the site plan as "Pre-existing Homes For Thriving United Staff."

C. That one off-street parking space shall be provided on the Property for each person 18 years of age or older who resides on the Property.

D. 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.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in

accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Thriving United Inc. Angel Haven Village Recovery Residence Community



EXHIBIT "A"

Thriving United Inc. Angel Haven Village Recovery Residence Community



THRIVING UNITED INC.

Site plan for Planned Development District (PD) Amendment for 6611 Elkins Road

We at Thriving United are proposing a Planned District (PD) Amendment for the property at 6611 Elkins Road. The property at 6611 Elkins Road and 3801 Arapahoe Road is approximately 22 acres. We have recently secured a contract for 6709 Elkins Road and 3808 Jaden Kate Road that is the adjoining 18 acres. Under the current zone for 6709 Elkins Road, which is Agricultural Estate (AE), we would not be able to develop it into the expanded Planned Housing Development. However, if we are granted the amended PD then we can use the property to develop a 40-acre Peer Supportive Recovery Residence Village for substance use disorder and concurrent psychiatric issues.

The proposed homes will be a networking of eco-friendly, highly efficient homes. These Peer Supportive Recovery Residences are called "Long Term Recovery Homes" by the National Alliance of Recovery Residences (NARR). The purpose of these homes and for the village community is to assist each other in recovering from drug, alcohol, or other addictions. They are based on other model homes that are highly successful in assisting people obtain long term recovery. These homes use the Social Model which is the practice of many people helping many people recover. Peers with recovery experience share their knowledge and support with the people new to recovery. Helping others is a key factor to long term recovery. The fact is the strong connection between people in recovery and an environment that is conducive and affordable for recovery is beneficial to not only the long-term recovery of the individual and others recovering, but society as a whole.

The recovery residence members follow guidelines, rules, and requirements for living in these homes. One of the rules is that people cannot use any alcohol, illicit drugs, or abuse any medications while living there. The evidence based NAAR standards serve as guidelines for successful operation and successful citizenry. We will continue to participate with such organizations to ensure that we meet their standards and other standards of recovery homes to be a safe, productive, and reasonably priced environment for those needing such assistance.

The total proposed acreage is a 40.8 Acre tract of land out of a 128.08 acre tract of land out of the SE/4 of Section 8, Block 38, T-1-S, T&P RR Co Survey, Martin and Midland counties, Texas. We would continue to use the main entrance off Elkins Road and an entrance off Jaden Kate Road. There are three homes that are currently on the property and they will house Thriving United staff. There are 4 water wells and a septic system that is already in use in the property and we plan on adding more water wells and septic tanks as needed. There are several storage buildings and a large warehouse that will be remodeled for an activity center for the residents.

If the PD is passed, we plan on developing homes in 2 phases.

In Phase 1 we will develop:

- Single Mom Homes:
  - four (4) 4-bedroom homes that are 2,464 square feet
  - two (2) 3-bedroom homes that are 1,708 square feet
  - two (2) 2-bedroom homes that are 1,008 square feet.

  These homes will accommodate about 16 moms and their children.

- General Membership Section:

- two (2) 4-bedroom homes that are 1,952 square feet
- three (3) 3-bedroom homes that are 1,708 square feet
- seven (7) 2-bedroom homes that are 1,008 square feet
- four (4) buildings that are 1,664 square feet that will serve as a laundry and meeting building.

General Membership will be single dads and two-parent families and their children. These homes will accommodate about 20 adults and their children.

In Phase One we will have a total of 45,177 square feet of living space and will be able to house up to about 40 adults and their children.

All homes will be located so that none are closer than 10 feet apart. Roads will be 25-foot-wide paved, or chip sealed and parking lots to accommodate parking for the residences and guests will be paved or chip sealed. We plan on developing a greenhouse and community garden, which will provide the community with some food and an agricultural experience. We will utilize the existing stables and a paddock for a petting zoo for the residents. We will install a playground, volleyball court and a playing field. On the northern property will be a community meeting hall where there the whole community will host meetings, church, or any group activities that are needed. We will remodel the existing warehouse for a recreation hall and a dining hall. We want to build a swimming pool and splash pad for the residents.

Phase two will complete all phases of development and will have the following totals:

In Phase 2 we will develop:

- Single Mom Homes:
  - Eight (8) 4-bedroom homes that are 2,464 square feet
  - four (4) 3-bedroom homes that are 1,708 square feet
  - four (4) 2-bedroom homes that are 1,008 square feet.

  These homes will accommodate about 32 moms and their children.

- General Membership Section:
  - two (2) 4-bedroom homes that are 1,952 square feet
  - five (5) 3-bedroom homes that are 1,708 square feet
  - three (3) 2-bedroom homes that are 1,008 square feet
  - four (4) buildings that are 1,664 square feet that will serve as a laundry and meeting building.

  General Membership will be single dads and two-parent families and their children. These homes will accommodate about 20 adults and their children.

In Phase Two we will have a total of 57,700 square feet of living space and will be able to house up to about 52 adults and their children.

THRIVING UNITED INC.

Site plan for Planned Development District (PD) Amendment for 6611 Elkins Road

In Total we will have a total of 102,877 square feet of living space and will be able to house up to about 92 adults and their children.

Thriving United will provide all adequate infrastructure not limited to the proposal above. Any additions that we may need to do to gain approval for the requested PD will be made. We are here so that not only the recovery community can thrive, but so the community we live in can thrive too. We want to be an asset to the community. To do so we are attempting to pave the road for a healthy future for generations to come. We are working together to alleviate the stigma that is attached to people in recovery. We want our presence to make a positive impact on the people and community we live in. So that together we do not just live, but thrive!

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0199

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: Patrick Brown
Phone (432) 557-6352
Email PatBrown@thrivingunited.org
Address 212 Bayberry Parkway | City Midland | State TX | Zip 79705

Property Owner
Printed Name: Stacking Stones LLC
Phone (432) 557-6352
Email PatBrown@thrivingunited.org
Address 212 Bayberry Parkway | City Midland | State TX | Zip 79705

Representative *(if different from Applicant or Property Owner)*
Firm: _____
Printed Name:
Phone ( )
Email
Address | City | State | Zip

Street Address: 6611 Elkins Road and 6709 Elkins Road

Legal Description
Lot: 1, 2 & 3 Block: 1 Subdivision: Jaden Kate

Current Zoning: PD & AE

Proposed Zone: Planned Development District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Multifamily Housing

Present Use of Property: AE

Proposed Use of Property: Planned Housing Development

How would this zone change affect the public health, safety and welfare? No negative affect. Provide improved living conditions for the residents.

Describe how conditions affecting the property have changed since present zoning designation: The neighborhood has many more commercial entities

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 23 2020
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Patrick Brown	Date: 9-23-20
Applicant (printed): Patrick Brown	
Property Owner (signature): Patrick Brown	Date: 9-23-20
Property Owner (printed) : Stacking Stones LLC - Patrick Brown	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ 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.

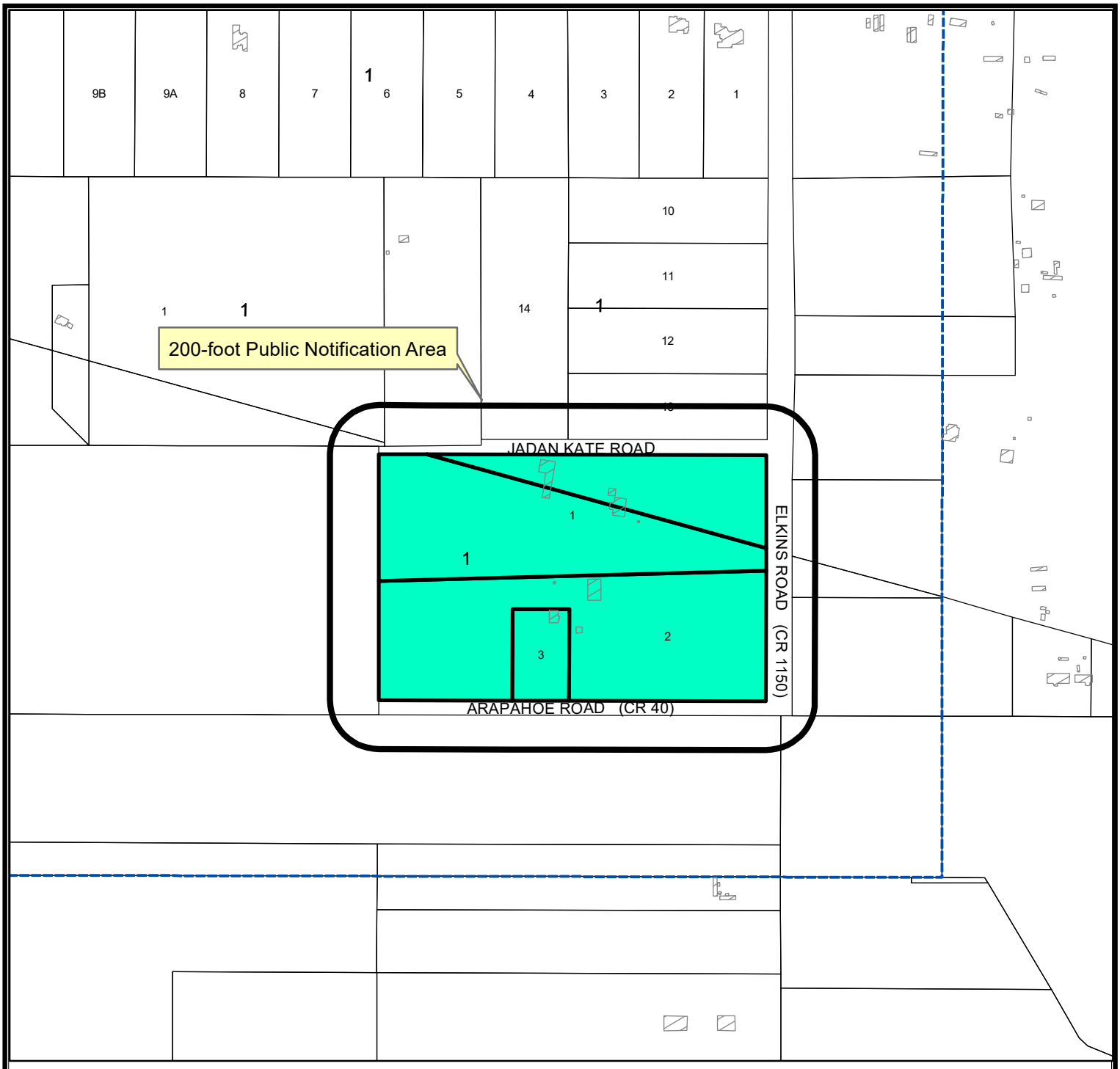
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 2350	
Received By: DK	Date: RECEIVED SEP 23 2020

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

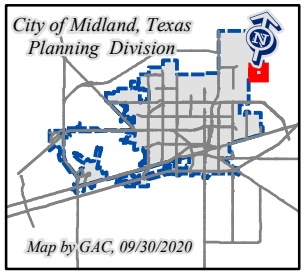
Z-20-0197 **Scale: 1" = 200'**

Consider a request by Patrick Brown for a zone change from AE, Agricultural Estate District, in part, and PD, Planned Development District for a Housing Development, in part; to PD, Planned Development District for a Housing Development, on Lots 1, 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas.

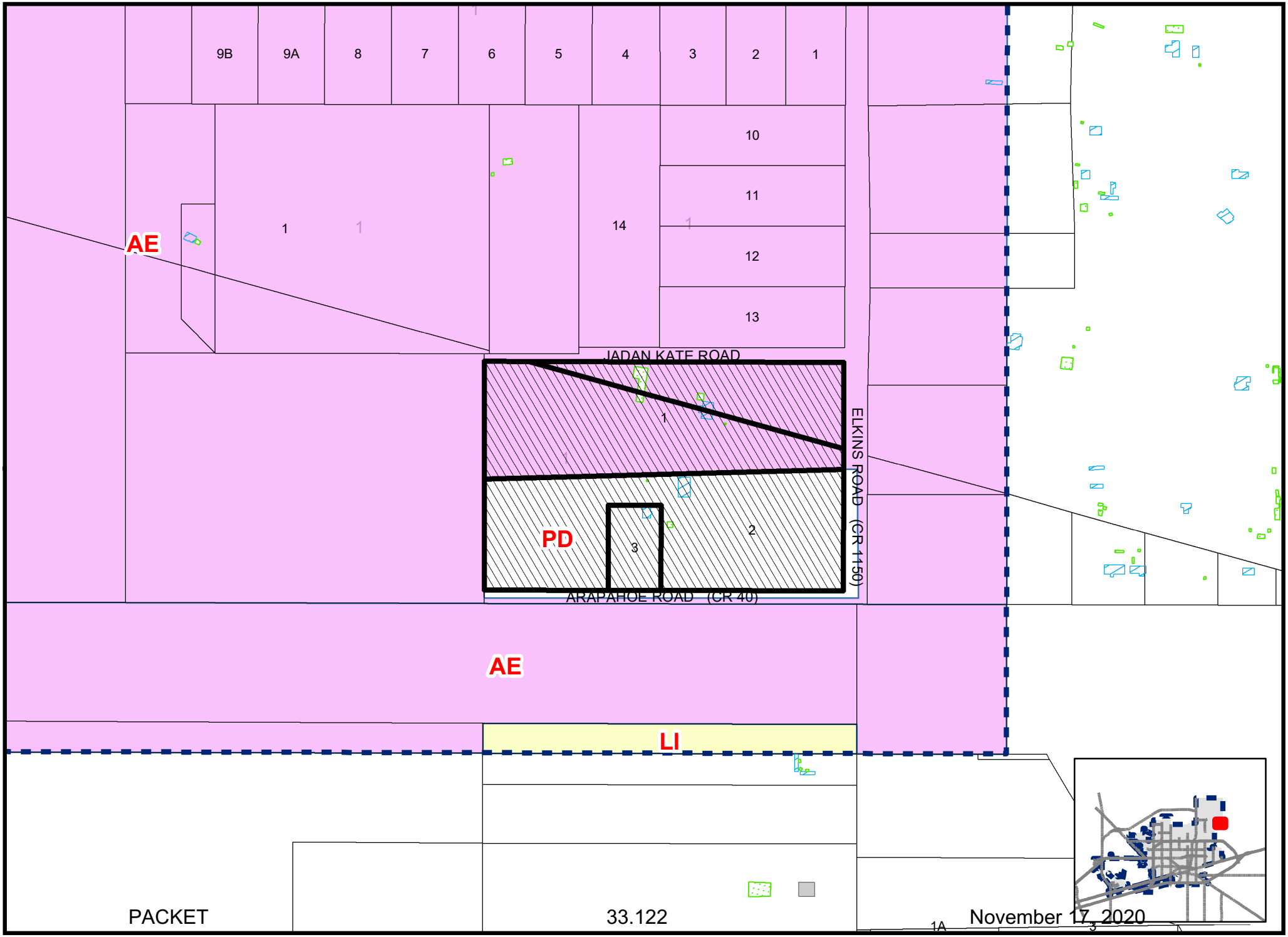
(Generally located on the northwest corner of the intersection of Elkins Road and Arapahoe Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By GAC, 03/19/2020

Z-20-0197

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.

ORDINANCE NO. 10082

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE 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 Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the homes located on the Property shall be modular units; provided, however, that this condition shall not apply to the structures identified on the site plan as "Pre-existing Homes For Managing Residents."

C. That one off-street parking space shall be provided on the Property for each person 18 years of age or older who resides on the Property.

D. 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.

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 12th day of May, A.D., 2020; and passed to second reading on motion of Council member Ladd, seconded by Council member Blong, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman

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 Ladd, seconded by Council member Norman, on the 26th day of May, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 26th day of May, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

Thriving United Inc. Angel Haven 6611 Elkins Road Recovery Residence Community

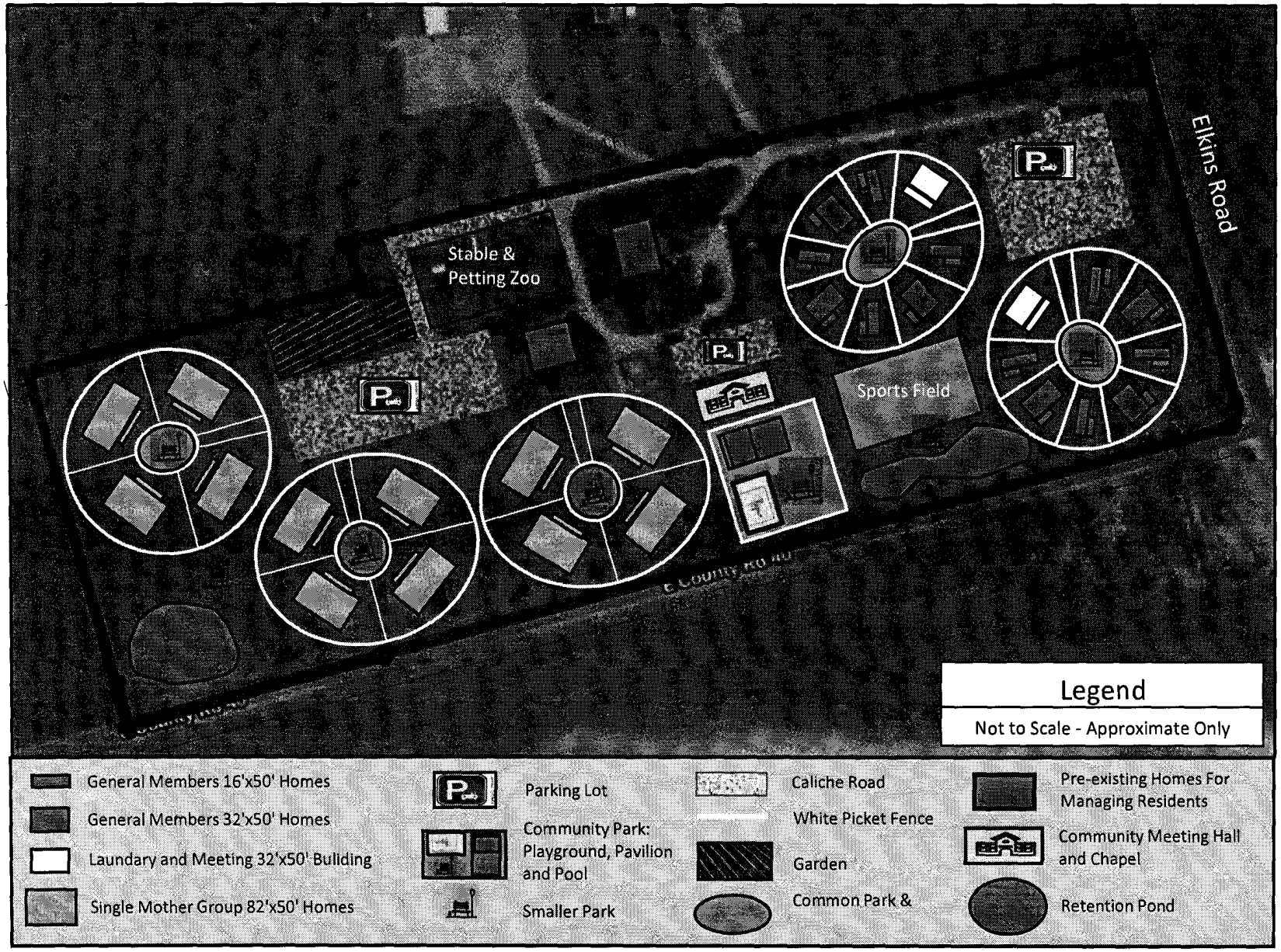
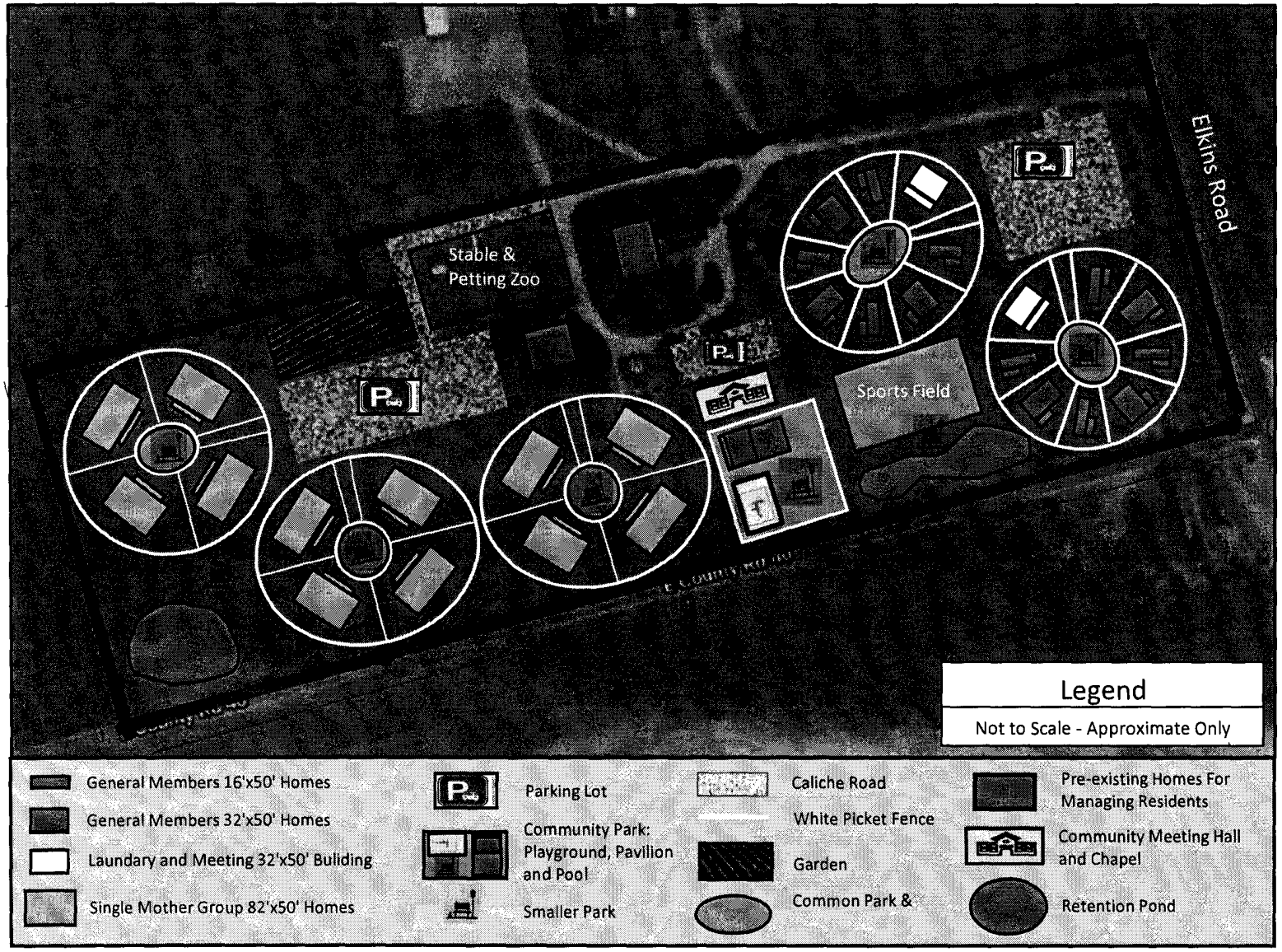


EXHIBIT "A"

Thriving United Inc. Angel Haven 6611 Elkins Road Recovery Residence Community



City Council Agenda

10082
Approved for Agenda:

City Manager's Office

APPROVED

MEETING DATE: May 26, 2020

TO: CITY COUNCIL

FROM: Taslima Khandaker, Senior Planner

SUBJECT: **Consider an ordinance on a second reading on a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas. (Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. Council District 1)**

Purpose:

The applicant, Patrick Brown, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development at 6611 Elkins Road and 3801 Arapahoe Road, for a recovery residence community.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The property is currently zoned AE, Agricultural Estate District. The properties to the north, east, south, and west are zoned AE, Agricultural Estate District, and are the locations of a residence and vacant land, respectively.

The applicant, Patrick Brown, is requesting to rezone the property from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development, to create a transitional housing community for individuals living a life of recovery. The property will need to be re-platted prior to development.

In addition to the two existing residences on the property, the site plan (Exhibit A) shows an additional twenty-six (26) homes, of which eight (8) are 16 feet by 50 feet, six (6) are 32 feet by

50 feet, and twelve (12) are 82 feet by 50 feet.

The 82-foot by 50-foot units will be six bedroom pre-manufactured homes that will each accommodate four single mothers and their children. The 32-foot by 50-foot units will be four bedroom pre-manufactured homes that will each accommodate an average of two adults and their children. The 16-foot by 50-foot units will be a combination of two bedroom and three bedroom pre-manufactured homes that will each accommodate two adults with their children and three adults, respectively.

The management staff, which will consist of a maximum of four adults and their children, will reside in the existing residences. A community meeting hall, a community park with a playground, a smaller park, sports field, pavilion, and a pool, a garden, and a stable and petting zoo are also proposed. The proposed density of the development will be approximately 1.5 units per acre.

Phase I will consist of one home group for single mothers and their children and one home group for two parent families, single fathers and their children, and single adults. The first phase of the development will be able to house up to 32 adults and their children. The completed development will consist of a total of three home groups for single mothers and their children and two home groups for two parent families, single fathers and their children, and single adults. The home groups for two parent families, single fathers and their children, and single adults will each include a laundry and meeting building. In total, the completed development will be able to house up to 80 adults and their children.

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 zoning change.

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.

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 with Conditions)

No PERMITTED Oil or Gas wells identified within 500 ft. radius of location. There are Pioneer non-permitted wells on this property that need to be identified and include a 135 ft radius which no building permits will be allowed in this area. Flow lines will need to be identified as they go across the property and access for operator to maintain wells. If the Pioneer wells have been

plugged and abandoned then that will 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:

As listed in our Tall City Tomorrow Section 3.24. PD, Planned Development District, the purpose of the PD, Planned Development District is to create innovative concepts in land utilization or diversification. This means the property can encompass residential, commercial, light industrial, public or recreational uses.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 4, Housing & Neighborhoods, Goal 3, "Provide adequate housing opportunities for the diverse needs of Midland's population." (Tall City Tomorrow, Page 10). This request will aid in Midland housing needs by providing affordable and adequate housing, along with a diverse option of housing stock for the community of Midland. This request is also promotes various land uses within the plans.

This request was recommended for approval on the April 20, 2020 Planning and Zoning Commission Meeting.

This request was approved on the May 12, 2020 City Council Meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development, subject to conditions A through E.

Conditions:

A. That the use and development shall conform to the regulations of the MF-16, Multiple Family Dwelling District, except as stated below.

B. That this property shall significantly conform to the site plan, attached hereto and incorporated herein, as Exhibit A.

C. That the proposed "pre-manufactured homes" must be modular units.

D. That one off-street parking space shall be required for each person over 18 years of age.

E. That the Landscape Plan shall be considered illustrative. Landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City code.

Letters of Objection:

Staff has not received any objections as of May 6, 2020.

Attachments:

Site Plan (Exhibit A)
Angel Haven Project Description
Site Plan – Phase I
Angel Haven Policies and Procedures
Angel Haven Member Contract
Application
Maps

Angel Haven 6611

Thriving United

Project Description
Planned Development District for 6611 Elkins Road

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

Thriving United Inc. (Thriving United) proposes a Specific Use Designation (SUD) for the property at 6611 Elkins Road, Lot 2 & 3, Block 1, 22+/- Acres; Jaden Kate, City of Midland, Midland County. Thriving United proposes that the current **Agricultural Estate (AE) Zoning** for this property be designated as a **Designated Development District**.

Concept

Thriving United is developing Angel Haven 6611 as permanent supportive housing for individuals living a life of recovery. The proposed homes will be a small network of premanufactured homes to be used as affordable recovery residences. The Substance Abuse and Mental Health Services Administration (SAMHSA) defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives and strive to reach their full potential.

Our mission is to provide affordable housing for individuals who want to live a balanced, healthy lifestyle as members of a supportive, loving family and community through use of evidence-based practices, standards, support services, research, education, and advocacy.

Recovery residences provide safe, healthy, abstinent living environments based on a social model of recovery. The emphasis is on developing mutual support and skills for people in recovery that will enable them to lead productive lives in communities.

The National Alliance for Recovery Residences (NARR) established a National Standard for recovery residences in 2011. Thriving United utilizes the NARR standards as guidelines, rules, and requirements for living in these homes. Angel Haven 6611 will undergo the process to achieve accreditation from NARR for this facility. The residents sign a family membership contract that details the requirements of abstinence and a code of citizenship ethics. Violation results in immediate action. The Angel Haven 6611 guidelines and contract are included with the submission.

The social model approach is the foundation of all recovery residences. NARR terms these type of homes as "Long Term Recovery Homes". The purpose of these homes is to assist each other in a community of people who are recovering from drug, alcohol, or other addictions. Oxford House and Sober Living are examples of other model recovery homes. DePaul University performed a statistical survey of 795 participants in the Oxford House program and found that extended participation in recovery residency improved the probability of long-term sobriety significantly, approaching 87%. The recovery residence provides a strong connection between recovery people and provides an environment that is affordable and conducive for recovery. The principles of recovery are spirituality and altruism. People in recovery benefit the whole society by providing increased productivity and better citizenship.

Location

The site plan is based on a survey provided by our Real Estate Agent. The dimensions are approximately 1585.7 feet on the South border, approximately 523.9 feet on the West border, approximately 1588.4 ft., and the East border is approximately 583.2 feet. The total acreage is approximately 21 to 22 acres. The entrance is on Elkins Road. There are two homes currently on the property and they will house the Property Management. There are 3 water wells and a septic system

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

that is already in use on the property. Thriving United plans on adding more water wells and septic systems as needed. If cost effective, Thriving United will bring City Water to the property. Thriving United will provide any additional infrastructure required, not limited to the proposal above.

Elkins Road, (County Road 1150), is a collector road that runs from north of Loop 250 to south of State Highway 158 in northeastern Midland County. There are numerous commercial developments and some agricultural estates and farms in the proximity of 6611 Elkins Road. The casual commuting traffic from our site would not have a serious impact on the existing traffic.

Development

All buildings will be no closer than 10 feet apart or closer than 15' from a property line. The homes will be constructed in an ellipse around a grass lawn over a septic field. The center of the ellipse will provide the children with a play area. The roads will consist of 25-foot-wide caliche-based asphalt that will connect to uncovered caliche-based asphalt parking lots to accommodate parking for the residences and guests. The property will be landscaped with new trees and flower beds.

The property will contain:

- Community garden, which will provide the community with some food and an agricultural experience
- Meeting hall/chapel where there the whole community will host meetings, church, and group activities
- Community park that is comprised of a playground, a covered pavilion and an indoor, inground pool
- Sports field
- Stables and a petting zoo with a variety of domesticated wildlife.

Thriving United plans on developing the homes in two phases.

Phase 1:

A) Single mothers and children division with one (1) home group:
   a. Four (4) six-bedroom premanufactured homes that are 82' x 50', 4,100 square feet, that each will accommodate four (4) single mothers and their children
B) Two-parent families, single fathers and children, and singles (General members) division with one (1) home group:
   a. three (3) four-bedroom premanufactured homes that are 32' x 50', 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate three singles
   d. one (1) 32'x50', 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

Angel Haven 6611

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

Project Description
Planned Development District for 6611 Elkins Road

In phase 1, the property will have a total of 21,200 square feet of recovery-residence living space and will be able to house up to 32 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

Phase 2 will complete all phases of development.

Phase 2:

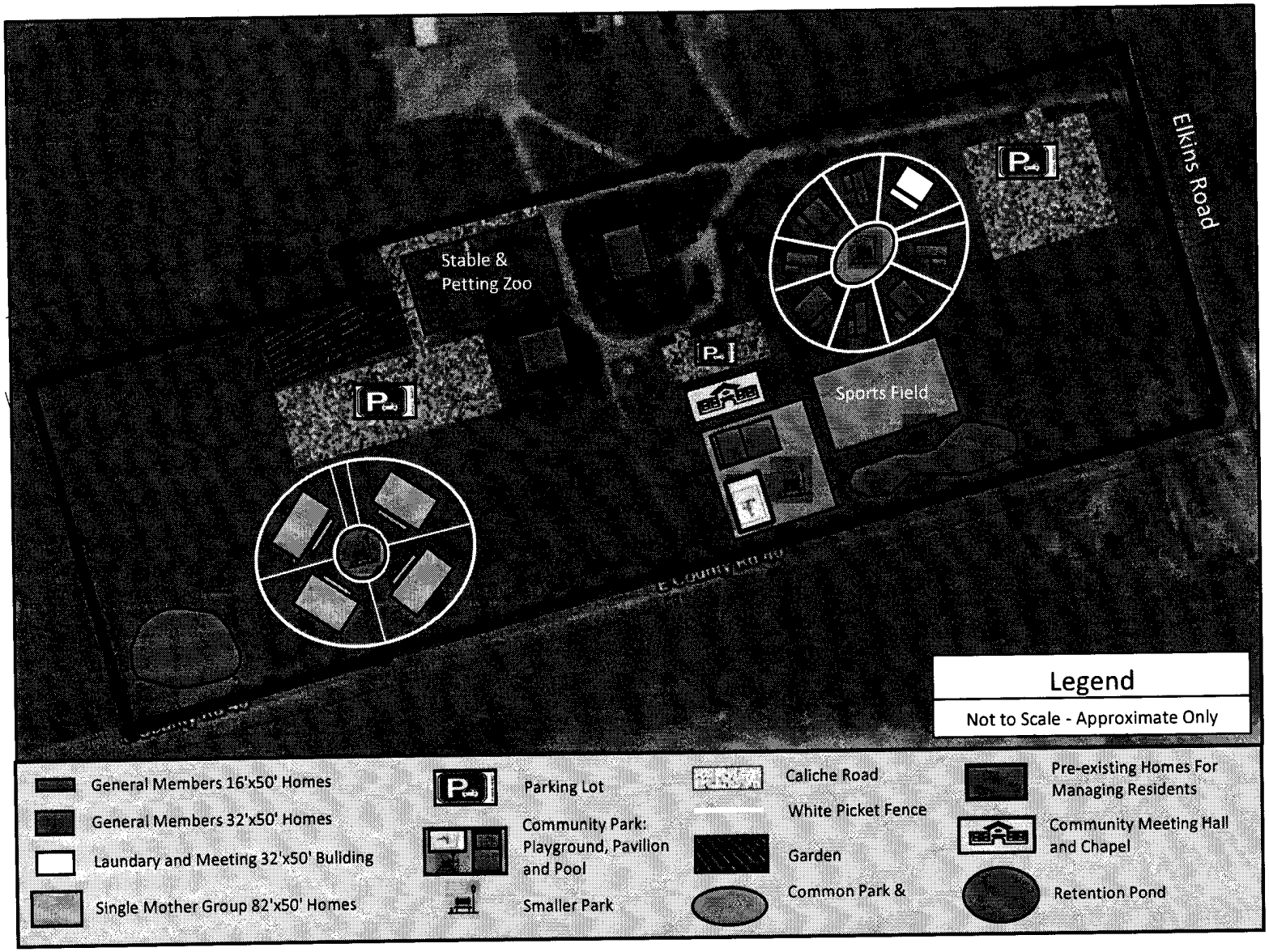
A) Single mothers and children division with three (3) home groups:
   a. Four (4) six-bedroom premanufactured homes that are 82' x 50', 4,100 square feet, that each will accommodate four (4) single mothers and their children

B) General members division with two (2) home groups:
   a. three (3) four-bedroom premanufactured homes that are 32' x 50', 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate three singles
   d. one (1) 32'x50', 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

After Phase 2, the property will have a total of 58,800 square feet of recovery-residence living space and will be able to house up to 80 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

The layout and placement of said structures and roads is subject to change as the design and permitting process progresses.

Thriving United Inc. **Angel Haven 6611 Elkins Road** Recovery Residence Community



Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

Angel Haven 6611

Policies and Procedures

1. There is a 30 to 90 day clean and sober requirement prior to admission into Angel Haven 6611. If a member relapses and is released they will need to acquire an additional 30 to 90 days of sobriety in order to reenter. This rule is for the welfare of all house members and their sobriety.

2. There is a minimum requirement of a 3-month paid commitment.

3. All members are required to be working a recovery program and living a healthy lifestyle. All members must be willing to disclose their program and be willing to be held accountable to that program. For example:

a.) An individual working an AA/NA program will attend so many meetings a week and have a sponsor. They must be willing to be held accountable by their family to attend the meetings and provide the name/number of their sponsor.

b.) An individual working a program through Celebrate Recovery will attend a weekly meeting and have a sponsor. They too must be willing to be held accountable by their family to attend their meetings and provide the name/number of their sponsor.

Every resident must be working on their recovery and demonstrating to their family that they are living a recovery lifestyle (i.e.; volunteer work, participation in program activities, meditation, language, healthy lifestyle choices, etc..) because recovery and healthy living is our primary purpose.

Note: Members are required to discuss their program and how it is working at weekly family meetings.

4. Any House member who is found to be using any narcotics, synthetics or alcohol will be released immediately. You may visit with a Program Facilitator about treatment options if you so desire.

Any member who has knowledge of another member's relapse and withholds this information from the House could be removed.

If you provide urine or tamper with urine or have knowledge or other's tampering with a specimen will be grounds for removal.

5. Drug/Alcohol testing may be required from any member at any time and without notice.

Failure to submit to testing for any reason will be viewed as an admission of relapse that will require immediate release and removal of the member.

Urine specimen collection shall be performed by a Program Facilitator or a family member at the direction of the Program Facilitator using a direct observation collection method.

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

6. An individual who is on prescription medication for Mental Illness or Emotional Wellbeing must disclose this information prior to becoming a member. A medication plan will be implemented on an individual basis.

Misuse or sharing of narcotic medication may be ground for dismissal.

Types of misuse may include:

a) Taking any medication not prescribed to the individual by a physician or otherwise not approved

b) Taking any prescription narcotic medication that has not been disclosed and implemented through a medication plan (NO EXCEPTIONS)

c) Not taking medicine as prescribed and required by a physician.

If there is any misuse of any medication prescribed or over the counter in any way that is grounds for immediate dismissal. If there is ANY question, do not take it and ask a Program Facilitator.

Member must notify a Program Facilitator within 24 hours of any prescribed medication changes.

7. In order to obtain membership at Angel Haven 6611 a full month membership fee of $750 and a $150.00 security fee are required.

The security fee is due prior to admission, unless otherwise discussed with a Program Facilitator. The membership fee is due the 1st of the month following admission. Future membership fees will be due on the 1st of every month. The option to pay weekly is available as well. The membership plan will be discussed and agreed upon prior to move in of resident.

All payments may be made by cash or money order payable to Thriving United. Membership fees are considered a paid fee toward an individual's commitment of time to stay a member of the house.

8. All members are required to have verifiable employment. If a member is struggling to obtain work, then they are required to work with a Peer Support Specialist to find work.

9. Disruptive behavior is grounds for release and described below:

a) Any physical or verbally antisocial behavior;

b) Stealing (eating someone else's food or using their toiletries is considered stealing);

c) Lying;

d) Being in another members room without permission;

e) Constantly complaining or bringing negativity into the home.

Behaviors that jeopardize the well-being of the family and community will be initially discussed by the family and continued disruption can be grounds for dismissal.

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

10. Family meetings are mandatory! As a member of this home everyone is expected to actively participate as a member of their choice family.

11. Weekly chore lists will be discussed and planned at the weekly family meeting. As a member you are expected to do your chores daily.

12. Be clean! Bedroom needs to be clean! No leaving dishes in the sink, leaving personal items in living room or common areas (kitchen, bath, etc.), not bathing, not changing bed sheets weekly or being unsanitary in any way are all issues that will be discussed and handled at the discretion of each family.

13. Each family will determine how their family budget will be established, maintained and dispersed according to their family's needs. Each family unit is responsible for purchasing and cooking their own food, supplying their own personal hygiene items (toothbrush, toothpaste, bath soap, shampoo, razors, shave cream, etc.), or any other items for health issues (prescriptions, medical care, etc), laundry soap, dish soap, dishwasher soap, toilet paper, paper towels and other common household supplies.

14. No active alcoholics or addicts are allowed on premises – no exceptions!!

15. If you are the last to leave the House, you are responsible for locking both the front and back door. Failure to lock up will be discussed and handled at the discretion of each family.

16. Each family unit will decide how their family unit will operate according their family's needs and establish a set of family guidelines that will be provided to a Program Facilitator with Thriving United. The following are some examples of things families could address:

a. The living room television is to be off between the hours of 12:00 a.m. to 7:00 a.m., Sun.-Thurs. This is considered QUIET TIME.
b. Curfews or being absent from home for overnights or extended lengths of time.
c. Laundry schedule and respectful rules: Members are responsible for doing their own laundry. Laundry must be done and put up immediately. Other members have the right to move your laundry to a clean out of the way location if you are unavailable.
d. Grocery shopping should be done on a weekly basis vs. a monthly basis.
e. After 1:00 am, kitchen is considered a quiet area for cooking, including microwave. If you are hungry eat cereal, sandwich or fruit if available. This is out of respect for members sleeping in rooms close to the kitchen.
f. No visitors are allowed in any rooms for any reason alone, they must be accompanied by a member of that room, as well as the other members of the family being comfortable with the visitor.
g. Moms work together to assist and support each other's responsibility for watching their children. Each Mom is responsible for keeping an eye on their own children, while a schedule or team effort can be put in place to assist each other with childcare while attending meetings. Respect must be shown, and communication must be established for each other to prevent one person from always being shouldered with the responsibility.

Always be respectful of your family and fellow community members!

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

17. All family members are responsible for ensuring anonymity and friendliness within the neighborhood.

18. All family business remains within the family and we do not air our business with the neighbors or other community members. (Every resident will sign a HIPPAA agreement.)

19. No soliciting in the neighborhood for any reason or loitering in front of the home.

20. Vehicles must be parked in parking allotted for Thriving United and Angel Haven 6611. Do not park in front of neighbor's house. There will be no broken-down cars or vehicles allowed on premises unless approved by Program Facilitator for immediate repair purposes only.

21. There is absolutely no smoking in the home and that includes vaping. Dipping is allowed with proper containers (i.e., plastic bottles with lids – not dishes) and not to be left out.

22. All rooms are initially assigned by a Program Facilitator. If you want to change rooms then this can be discussed at family meeting and will then be up to the discretion of the family and family guidelines.

23. No weapons of any kind are allowed. If a weapon is found in a member's possession, the member may be asked to leave immediately!

24. Surfing pornography or distasteful websites on a family computer is not allowed.

25. Gaming consoles, laptops, and iPads are allowed but at your own risk. Thriving United is not responsible for keeping of such items. A Program Facilitator may search browser history of related equipment to ensure house standards are upheld.

26. Thriving United does have working monitoring security cameras outside of the house

27. Once a member departs, all mail will be returned to sender. Please put in a change of address!!!

28. Thriving United is not responsible for any member's lost or stolen items.

29. Breach in contract for any reason (i.e., relapse on alcohol or drugs, one month late on membership fees without seeking assistance from a Peer Support Specialist, excessive rule infractions, stealing, disruptive behavior, etc...) will result in the immediate removal from property.

If the member fails to immediately leave the House, Thriving United will be entitled to $5,000.00 in liquidated damages for the disruption to business operations and the threats posed to the recovery and mental well-being of the other members remaining on site.

30. The security fee for membership is non-refundable.

31. Members that have had financial support to pay membership fee(s) and breaches contract for any reason will have their family or payee contacted by Thriving United, letting them know that you are no longer under our care.

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

32. This Agreement is not a lease and does not create a landlord-tenant relationship of any kind. Member expressly acknowledges that this Agreement does not create any of the rights afforded to residential tenants pursuant to Chapter 92, Texas Property Code. Member expressly acknowledges that:

a) Fees do not constitute rent

b) If a member remains on Thriving United property without consent of a Program Facilitator, and after receiving oral or written notice to depart, member may be arrested for criminal trespass.

c) The House may change the code without notice for any violation of this Agreement. The member must contact a Program Facilitator to seek a new code.

d) A Program Facilitator may remove any member's non-exempt property for violation of the terms of this Agreement.

33. The policies and procedures are suggested guidelines and subject to change. Thriving United reserves the right at any time to:

a) Modify the consequences and can move straight to a behavioral contract and/or dismissal as necessary and appropriate.

b) Revoke the membership of any member who is deemed a threat to the sobriety and recovery of members at their sole discretion.

Revocation of membership will result in immediate removal from the property at the request of a Program Facilitator.

34. Pat Brown, Jennifer Priddy, Kelli Lax or Rhett Lax have full authority over Angel Home 6611 as needed at any time.

Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

Angel Haven 6611

Residential Membership Contract

I, _____, as a member of Angel Haven 4516, located at 4516 Robin Lane, Midland, Texas 79707 I agree to abide by the Policies and Procedures set forth for Angel Haven 4516 by Thriving United.

_____ I understand this contract is binding in that I requested a financial agreement by agreeing to pay and paying a security deposit and monthly membership fees.

_____ I understand that if I am delinquent in membership dues and have made no attempts to gain a reasonable budget assistance or communication for assistance from a Program Facilitator of Thriving United this may be reason for dismissal from the home.

_____ I understand that this financial contract compounds under said Angel Haven 4516 Policies and Procedures.

_____ I agree to pay the scheduled monthly membership dues of $750 a month, in addition to a non-refundable $150 deposit.

_____ I understand that failure to meet requirements of the Policies and Procedures of Angel Haven 4516, I will have 72-hours to remove myself and personals from Angel Haven 4516 property for breach of contract.

_____I understand that if I am found to be using alcohol or drugs of any type, I will be expelled from the house immediately.

_____ I understand that if I am found to be in violation of house rules by a Program Facilitator, including but not limited to non-payment of membership fees, disruptive behavior, I can be expelled from the house immediately by a Program Facilitator of Thriving United.

_____ I understand that I am expected to have a recovery plan that has been discussed with a Program Facilitator or Peer Support Specialist and that staying on my personal recovery plan is part of what is required to live in this home.

_____ I understand and agree to the following terms should I be asked to leave the house for violation of this agreement:

- Personal items will be removed from the property and the area around the property within 72 hours.
- If personal items are not removed from the property within 30 days of my departure all of these items will be donated to charity on the 31st day.



Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

Signature of House Member Date

Printed Name of House Member

Signature of Program Facilitator Date

Printed Name of Program Facilitator

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0177
Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 557-6352	
Printed Name: Patrick Brown		Email PatBrown@thrivingunited.org	
Address 212 Bayberry Pkwy	City Midland	State TX	Zip 79705

Property Owner		Phone (432) 528-6333	
Printed Name: Cathy and Larry Stasney		Email cathystasney@aol.com	
Address 6611 Elkins Road	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm:		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 6611 Elkins Road

Legal Description
Lot: 2 & 3 Block: 1 Subdivision: Jaden Kate

Current Zoning: AE

Proposed Zone: Planned Development District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Multifamily Housing

Present Use of Property: AE

Proposed Use of Property: Planned Housing Development

How would this zone change affect the public health, safety and welfare? No negative affect, Provide improved living conditions for the residents.

Describe how conditions affecting the property have changed since present zoning designation: The neighborhood has many more commercial entities.

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)

Signatures

Applicant (signature): Patrick A Brown	Date: 3-13-20
Applicant (printed): Patrick, A. Brown	
Property Owner (signature): Cathy Stasny & Larry Stasny	Date: 3-13-20
Property Owner (printed): Cathy and Larry Stasny	

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 Patrick Brown who, being by me duly sworn, upon oath says: That (s)he is authorized by Cathy and Larry Stasny 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.

Patrick A Brown
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13 day of March, 20 20, to certify which witness my hand and seal of office.

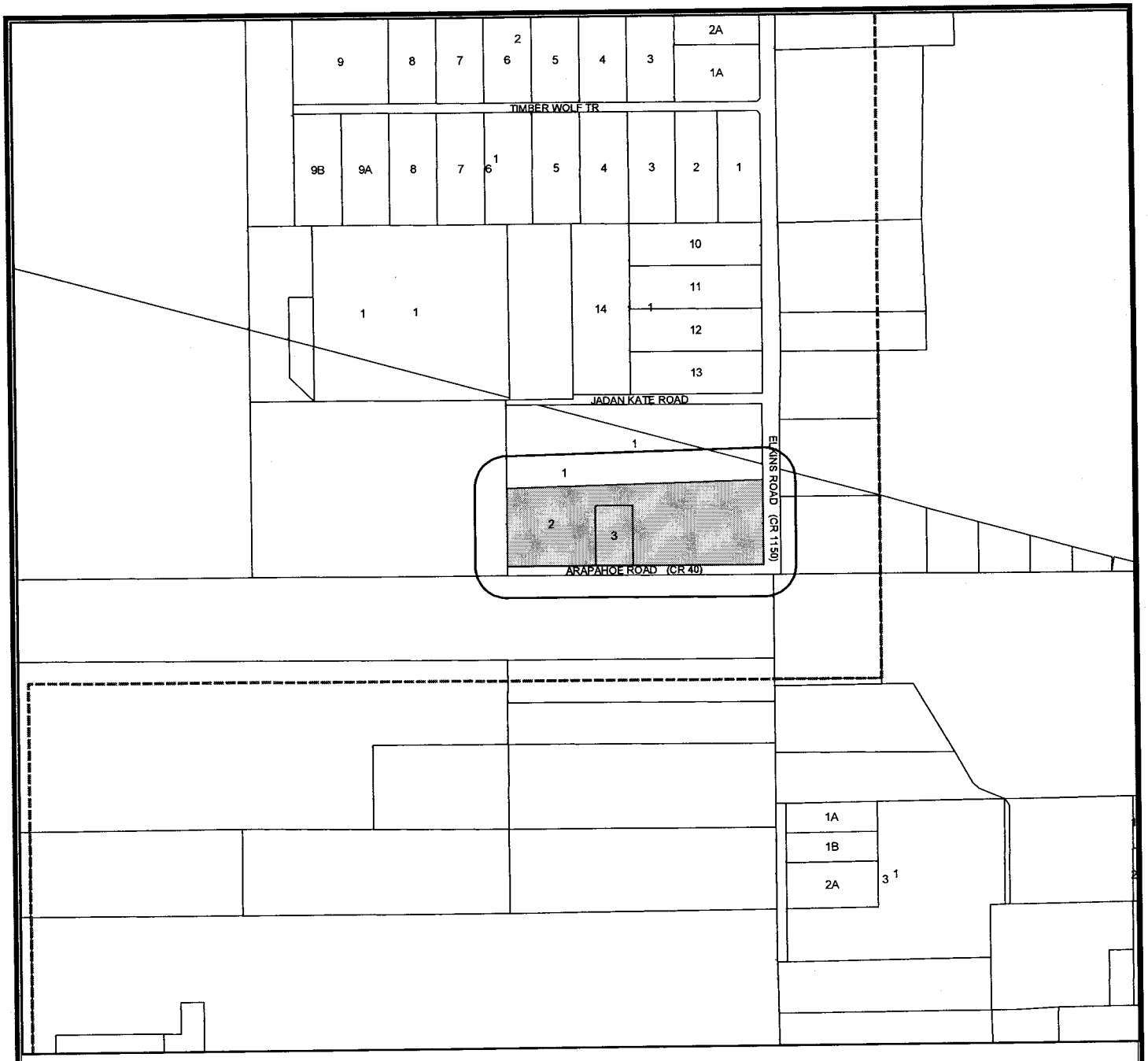
MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

Mirna A Granados
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

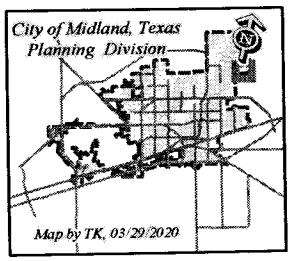
Z-20-0177 **Scale: 1" = 250'**

Consider a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to a PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas.

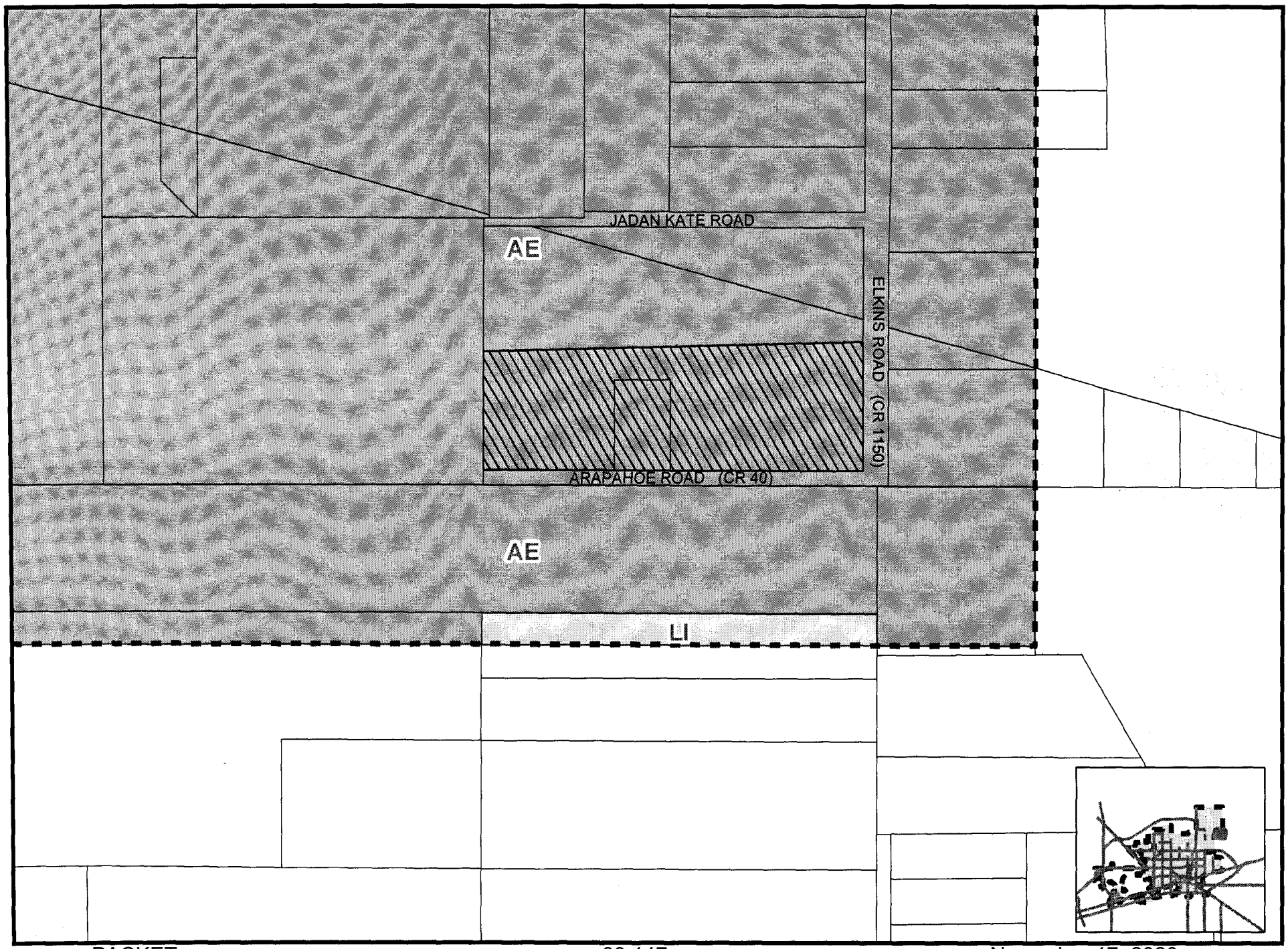
Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

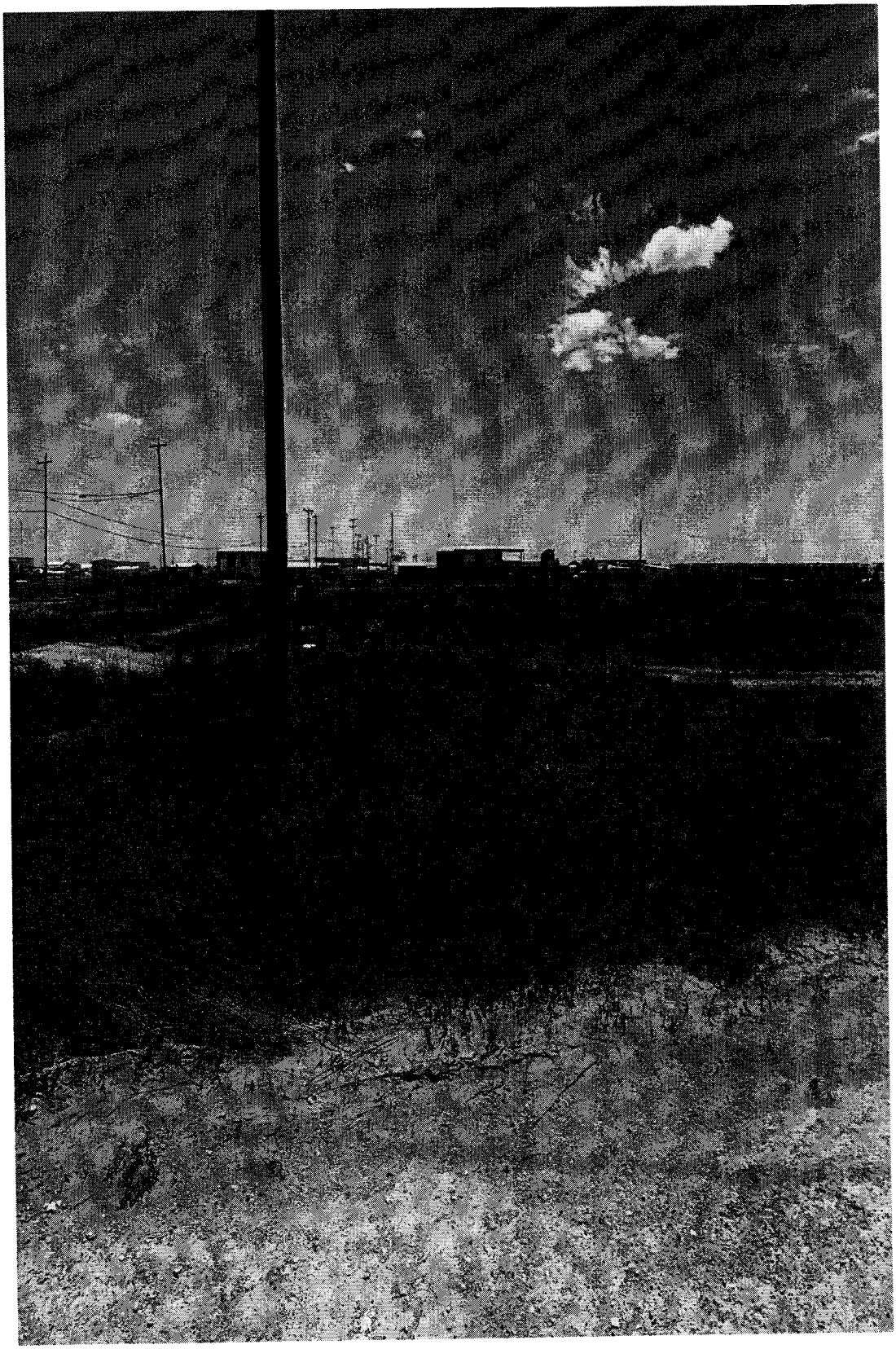


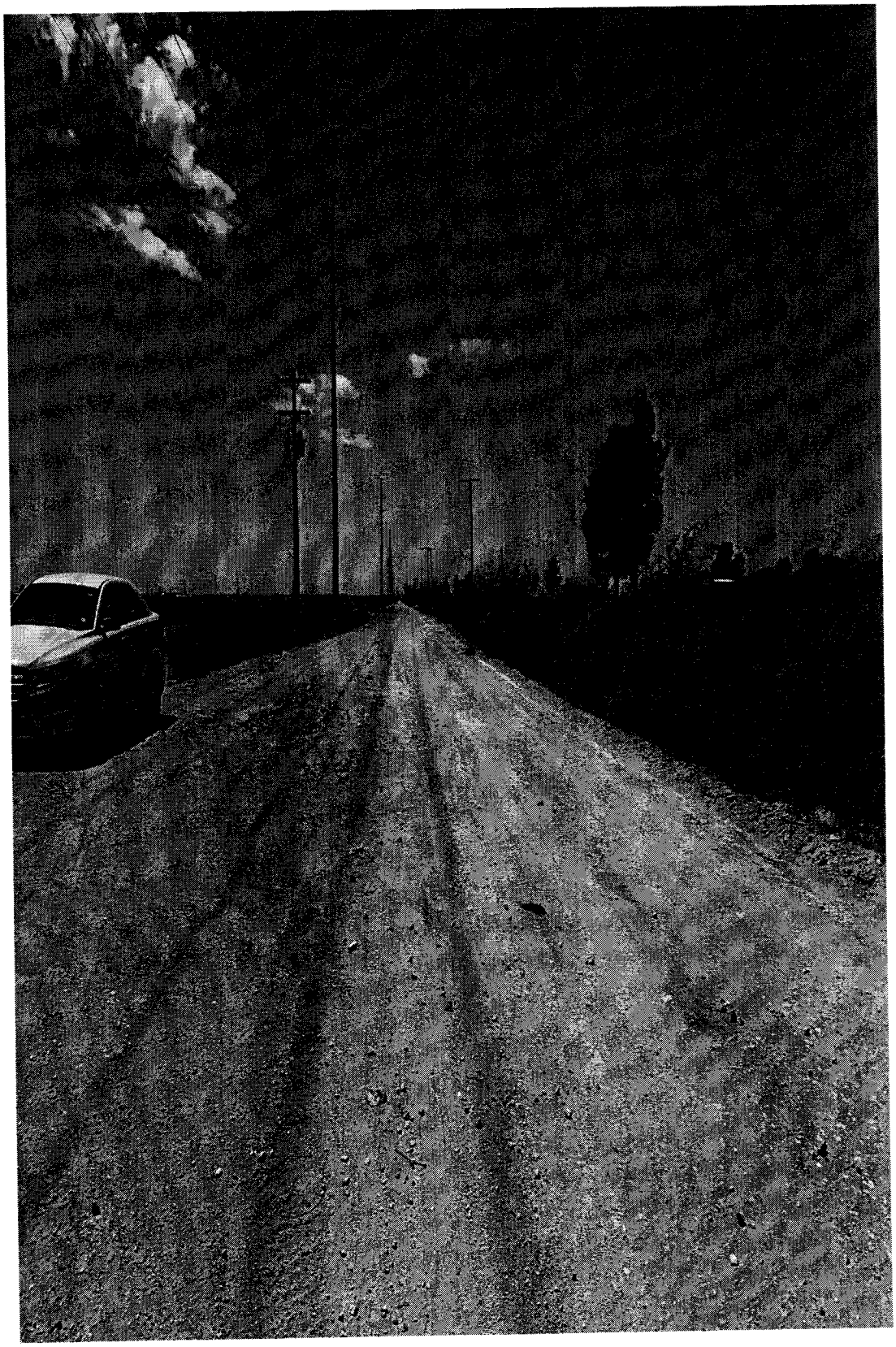
©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

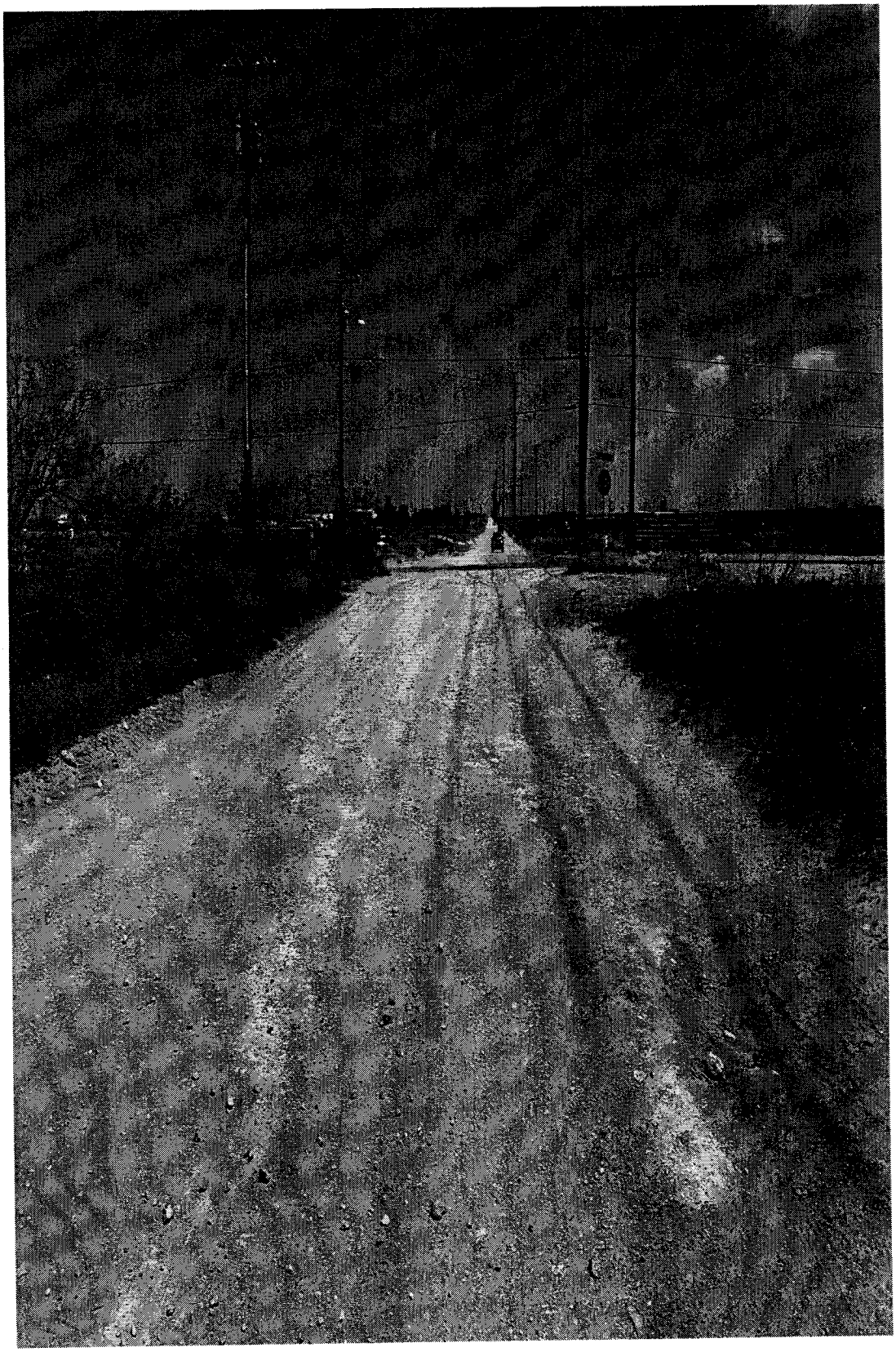


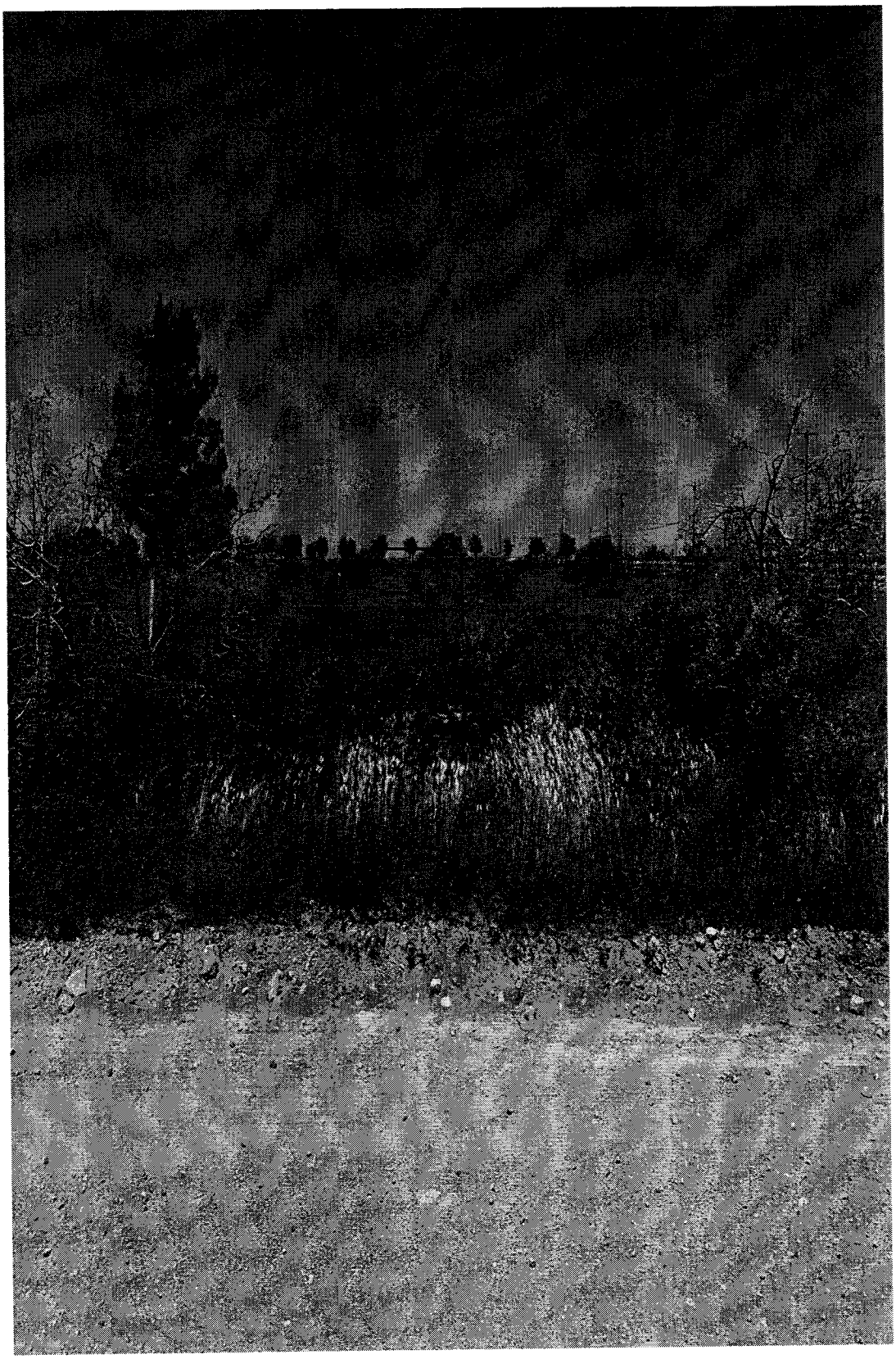
Map By TK, 03/29/2020 PACKET XX-XX-XXXX Scale: 1" = 200' **ZONING MAP** Map 26 of 29

© 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 DECISIONS MADE SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









PACKET May 26, 2020




STOP





City Council Meeting

Item Number: 34

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 110 FEET SOUTH 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Cruz Marquez, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 504 South Clay Street to construct a single family home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned MF-22, Multiple Family Dwelling District, and the locations of single-family residences and vacant land. The property to the east is zoned SF-3, Single Family Dwelling District, and the location of vacant land.

Analysis:

The applicant is requesting this zone change to be able to construct a single family home on the lot. The lot dimensions satisfy the minimum requirements for the SF-3 zoning 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 2017 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.

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:

Under the previous zoning code, the current zoning district would have allowed for construction of single-family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Code adopted in 2019, residential uses became more specified to the single family zoning district.

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, a classification which calls for single family detached housing.

This request was recommended for approval at the October 19, 2020 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of November 11, 2020.

Attachments:

Application
Maps
Warranty Deed

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 110 FEET SOUTH 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 3, Block 22, 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 MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
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-20-0194

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cruz Marquez		Phone (432) 631-4616 Email CruzMarquez1972@Hotmail.com	
Address 914 Canyon dr.	City Midland	State Tx	Zip 79703

Property Owner Printed Name: ~~504 Clay~~ Cruz Marquez		Phone ( ) Email	
Address 504 S. Clay	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 3 Block: 22 Subdivision: Green Wood

Current Zoning: MF22

Proposed Zone: *(List by tracts if more than one district is requested)* SF3

Reason for Zone Change Request: Build a home

Present Use of Property: Vacant Lot

Proposed Use of Property: New Home

How would this zone change affect the public health, safety and welfare? NO

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
AUG 14 2020

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Cruz D. Manquez	Date:
Applicant (printed):	
Property Owner (signature): Cruz D. Manquez	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

Application will not be considered for scheduling until reviewed by a planner.

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date: August 4, 2020

Grantor: Adolfo Bustamante

Grantee: Cruz A. Marquez

Grantees' Mailing Address:

914 Canyon Drive
Midland, Midland County, Texas 79703

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

SURFACE ESTATE ONLY IN AND TO LOT THREE (3), BLOCK TWENTY TWO (22), GREENWOOD ADDITION, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 54, Plat Records of Midland County, Texas. (504 S. Clay, Midland, Texas)

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals, if any, in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estate.

Exceptions to Conveyance and Warranty

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Property; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located recorded in the Official Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and homestead or community property or survivorship rights, if any, of any spouse of Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared with information supplied by the Grantor and/or the Grantee and no independent title examination has been performed to verify this information. As a result neither Lone Star Abstract & Title Co., Inc. nor the Law Office of G. Lance Holland make any warranties or representations regarding the validity of title to the Property.

Adolfo Bustamante

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on August 7, 2020 by Adolfo Bustamante.

OLIVIA S. COOK
Notary Public, State of Texas
Comm. Expires 07-15-2022
Notary ID 1128624-4

NOTARY PUBLIC, STATE OF TEXAS

Cruz A. Marquez, Grantee accepts the attached deed and consents to its form and substance. Grantee acknowledges that no independent title examination has been performed on the Property.

Cruz A. Marquez

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on August 7, 2020 by Cruz A. Marquez.

NOTARY PUBLIC, STATE OF TEXAS

OLIVIA S. COOK
Notary Public, State of Texas
Comm. Expires 07-15-2022
Notary ID 1128624-4

PREPARED IN:

Lone Star Abstract & Title Co., Inc.
600 North Loraine
Midland, Texas 79701

AFTER RECORDING RETURN TO:

The Law Office of G. Lance Holland, P.C.
c/o Lone Star Abstract & Title Co., Inc.
600 North Loraine
Midland, Texas 79701

\\SERVER04\LanceHolland\Network_Share\Docs\08.04.2020\Marquez\WD.doc

VG-209-2020-23756

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 23756

Real Property Recordings

Recorded On: August 14, 2020 11:14 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: $34.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	23756
Receipt Number:	20200814000091
Recorded Date/Time:	August 14, 2020 11:14 AM
User:	Angie E
Station:	cc10288

Record and Return To:

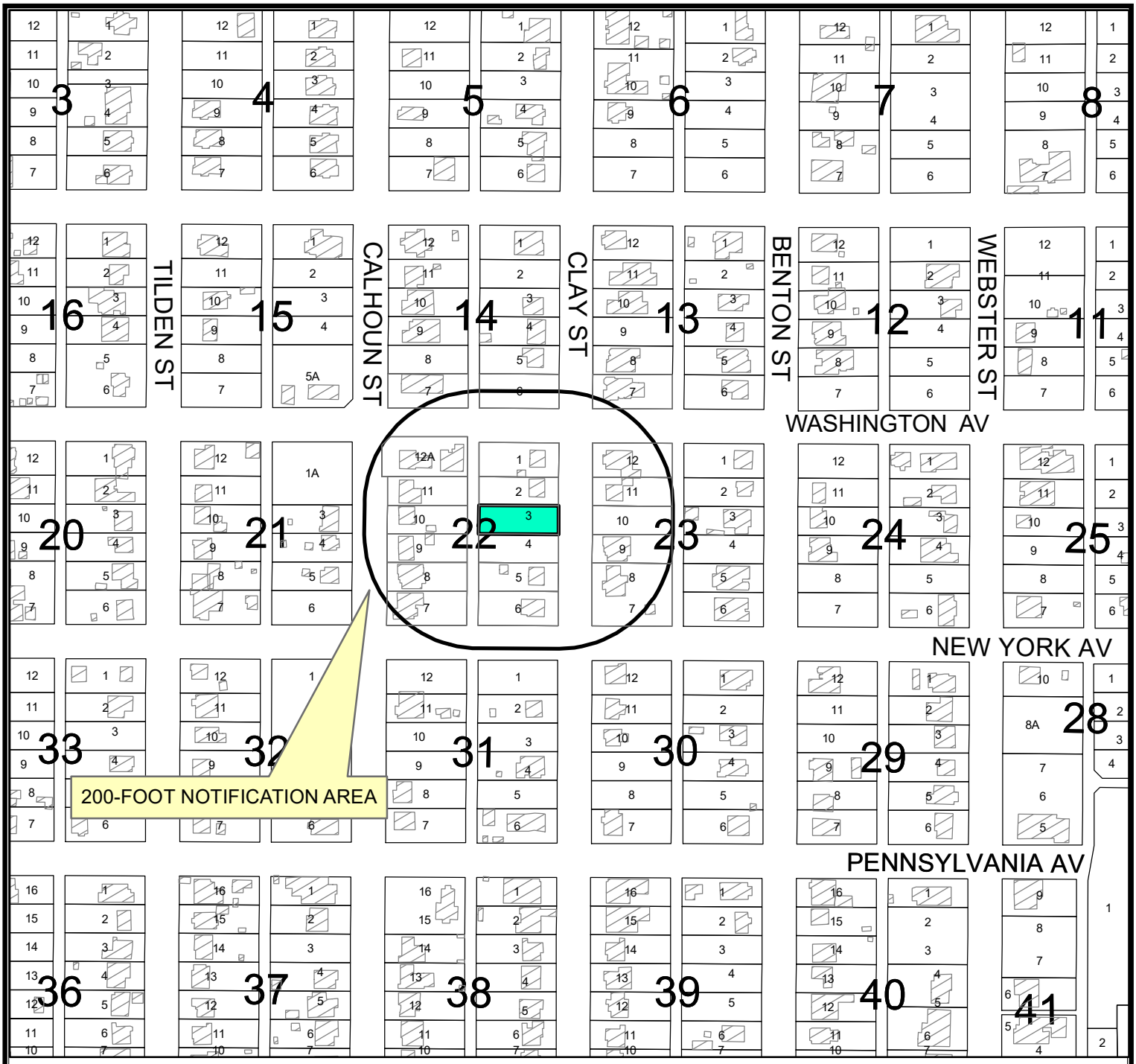
THE LAW OFFICE OF G. LANCE HOLLAND, PC
C/O LONE STAR ABSTRACT & TITLE CO INC
600 NORTH LORAINE STREET
MIDLAND TX 79701

COUNTY COURT MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

RECEIVED AUG 14 2020



LOCATION MAP

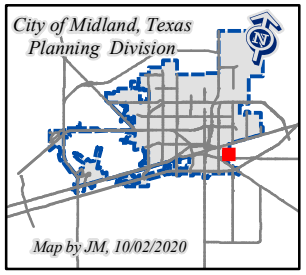
Z-20-0194 **Scale: 1" = 250'**

Consider a request by Cruz Marquez for a zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District on Lot 3, Block 22, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

Generally located on the west side of South Clay Street, approximately 110 feet south of East Washington Avenue. (Council District 2)

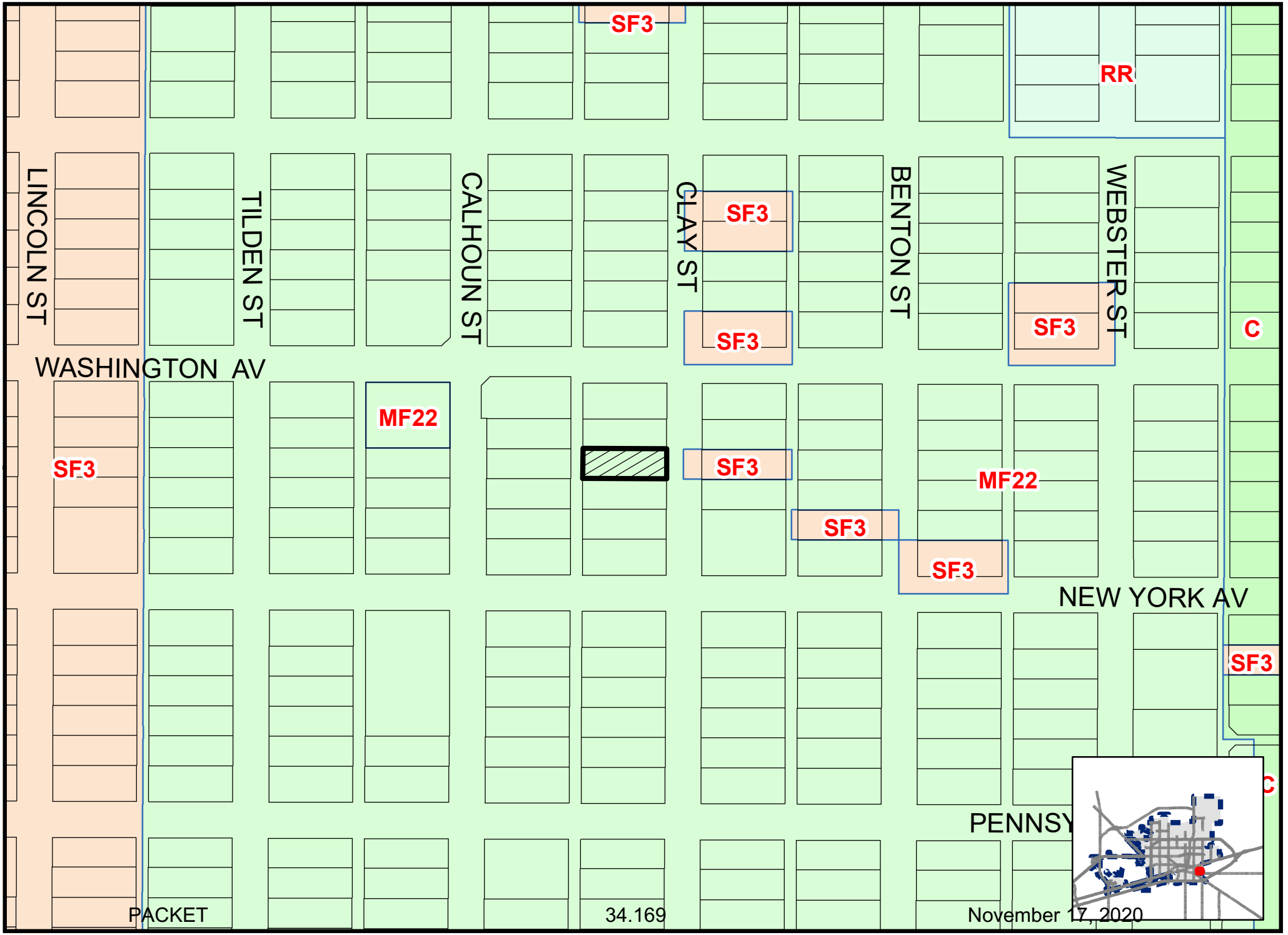
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 17, 2020



Map By JM 10/05/2020

Z-20-0194

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 35

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Mark Mason, Director

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (FINANCE)

Purpose:

Adopt an Ordinance establishing regulatory and user 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.

Recommended City Council Action:

Approve

Fiscal Impact:

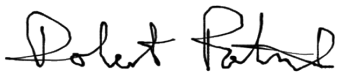
Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Discussion:

The Airport has been working on an extensive parking lot project for the last several months. One of the two new lots, P-4, is nearing completion and should be open before the holidays, P-5 is scheduled to open in early 2021. In order to provide fees for parking in these new lots, and increase the fees in the existing lots, the fee schedule needed to be updated.

In addition to these new parking lots, the rate structure in all the lots has been modified to repeat every 24 hours. The lots have also been renamed for easier reference by Airport customers, and LED signage at the entrances to the Airport will indicate, in real time, the status of each lot.

In addition, we have updated the Water & Sewer Fee Schedule to reflect the rates adopted on October 20, 2020 with an effective date of July 1, 2020.



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., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Interim 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

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 Permit or Spa	
Swimming Pool Permit or Spa	$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
Rototeq/Rotarix (rotovirus)	$140.00

Exhibit D

Health and Senior Services

	Fee
Proquad (MMR & Varicella)	$240.00
PCV 13 (Pneumococcal Conjugate)	$200.00
PPSV23 (Pneumococcal Conjugate)	$120.00
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
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	$60.00
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	$16.45			
0.5	$32.90			
0.75	$49.35			
1	$65.80			
Commercial				
1	$65.80	$98.70	$131.60	$164.50
2	$125.02	$187.53	$250.04	$312.55
3	$184.24	$276.36	$368.48	$460.60
4	$243.46	$365.19	$486.92	$608.65
5	$302.68	$454.02	$605.36	$756.70
6	$361.90	$542.85	$723.80	$904.75
7	$421.12	$631.68	$842.24	$1,052.80
8	$480.34	$720.51	$960.68	$1,200.85
9	$539.56	$809.34	$1,079.12	$1,348.90
10	$598.78	$898.17	$1,197.56	$1,496.95
11	$658.00	$987.00	$1,316.00	$1,645.00
12	$717.22	$1,075.83	$1,434.44	$1,793.05
13	$776.44	$1,164.66	$1,552.88	$1,941.10
14	$835.66	$1,253.49	$1,671.32	$2,089.15
15	$894.88	$1,342.32	$1,789.76	$2,237.20
16	$954.10	$1,431.15	$1,908.20	$2,385.25
17	$1,013.32	$1,519.98	$2,026.64	$2,533.30
18	$1,072.54	$1,608.81	$2,145.08	$2,681.35
19	$1,131.76	$1,697.64	$2,263.52	$2,829.40
20	$1,190.98	$1,786.47	$2,381.96	$2,977.45
21	$1,250.20	$1,875.30	$2,500.40	$3,125.50
22	$1,309.42	$1,964.13	$2,618.84	$3,273.55
23	$1,368.64	$2,052.96	$2,737.28	$3,421.60
24	$1,427.86	$2,141.79	$2,855.72	$3,569.65
25	$1,487.08	$2,230.62	$2,974.16	$3,717.70
Per Month				
Recycling fee	$ 0.50			
Litter Abatement Fee	$ 1.00			

Exhibit L

Sanitation Fees

Outside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$24.68			
0.5	$49.36			
0.75	$74.04			
1	$98.72			
Commercial				
1	$98.72	$148.08	$197.44	$246.80
2	$187.57	$281.35	$375.14	$468.92
3	$276.42	$414.62	$552.83	$691.04
4	$365.26	$547.90	$730.53	$913.16
5	$454.11	$681.17	$908.22	$1,135.28
6	$542.96	$814.44	$1,085.92	$1,357.40
7	$631.81	$947.71	$1,263.62	$1,579.52
8	$720.66	$1,080.98	$1,441.31	$1,801.64
9	$809.50	$1,214.26	$1,619.01	$2,023.76
10	$898.35	$1,347.53	$1,796.70	$2,245.88
11	$987.20	$1,480.80	$1,974.40	$2,468.00
12	$1,076.05	$1,614.07	$2,152.10	$2,690.12
13	$1,164.90	$1,747.34	$2,329.79	$2,912.24
14	$1,253.74	$1,880.62	$2,507.49	$3,134.36
15	$1,342.59	$2,013.89	$2,685.18	$3,356.48
16	$1,431.44	$2,147.16	$2,862.88	$3,578.60
17	$1,520.29	$2,280.43	$3,040.58	$3,800.72
18	$1,609.14	$2,413.70	$3,218.27	$4,022.84
19	$1,697.98	$2,546.98	$3,395.97	$4,244.96
20	$1,786.83	$2,680.25	$3,573.66	$4,467.08
21	$1,875.68	$2,813.52	$3,751.36	$4,689.20
22	Sl,964.53	$2,946.79	$3,929.06	$4,911.32
23	$2,053.38	$3,080.06	$4,106.75	$5,133.44
24	$2,142.22	$3,213.34	$4,284.45	$5,355.56
25	$2,231.07	$3,346.61	$4,462.14	$5,577.68

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Exhibit L

Sanitation Fees

Landfill- Dumping and Unloading Charges	
Landfill Access Fee	$25.00
Unlimited Landfill Access Fee-year	$500.00
Automobiles	$8.39 (1)
Pickup Trucks 1/2 Ton	$16.78 (1)
Trucks and Trailers, per ton	$33.57 (1)
Garbage/Trash/Commercial Hauler	$33.57 (1)
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Automobiles	$36.78 (2)
Pickup Trucks 1/2 Ton	$53.56 (2)
Trucks and Trailers, per ton	$87.14 (2)
Garbage/Trash/Commercial Hauler	$87.14 (2)

(1) Pursuant to Section 8-6-24 (A), Code of Ordinances, these charges shall increase by two percent on each February 1, unless otherwise modified by the City Council.

(2) Pursuant to Section 8-6-24 (B)(3), Code of Ordinances, these charges shall be double the respective Landfill charges above plus a $20 administrative charge.

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
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	
Annual Employee Parking media (prorated monthly)	$40.00

Exhibit M

Airport

	Fee
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	$399 plus $8 per mile
Ambulance Services- Advanced Life Support	$432 plus $8 per mile
Ambulance Services- Advanced Level II	$609 plus $8 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service- Outside Midland County	$100.00
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: 36

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 339 FEET AND 340 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,226 FEET AND 2,291 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR (DEVELOPMENT SERVICES)

Purpose:

Consider an amendment to Resolution 2017-316 and Resolution 2017-317 on a request from Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, Elkins Atrelle 31-42 #141 and Elkins Atrelle 31-42 #242; said wells being generally located between 339 feet and 340 feet south of East Cynthia Dr. extension and between 2,226 feet and 2,291 feet west of Todd Drive. Council approved the proposed drill site on October 24, 2017; however, the applicant is requesting consideration of amended drilling conditions.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by Endeavor Energy Resources, L.P., is the use of an electric drive compressor at the well site instead of submersible pump or pumping unit.

Endeavor proposes using two electric compressors at the permitted sites. Sound study has been included Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:
a. The physical size of compressor;
b. The power source of the compressor;
c. The horsepower of the compressor;
d. The noise of the compressor; and
e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of an electrical compressor and not a diesel engine drive compressor.

Endeavor Energy will install a 40’ long, 16‘tall sound barrier to minimize noise and visual impact. With the mitigation, the noise from the compressors will be at the lowest nighttime ambient (44db) at the nearest structure. Nearest occupied structure to compressor site is 660 feet to the West.

A variance for the use of this type of electric compressor has been given on two previous Endeavor Permits in December 2019.

Attachments: Letter of request; Exhibit A, B, C, D; Location Map.

Robert Patrick

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 339 FEET AND 340 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,226 FEET AND 2,291 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Elkins Atrelle 31-42 #141 and Elkins Atrelle 31-42 #242; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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, amendments to said permits. Said amendments shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim 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 AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Elkins Atrelle 31-42 #141) located 1,656 feet from the North line and 2,291 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-316; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

The Permit is hereby amended to insert the following language:

> The Midland City Council, in granting this permit, also grants the following variance(s):
>
> An onsite electric compressor may be used to lift gas; provided, however, that a permanent sound barrier shall also be used.

ARTICLE II.

The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Elkins Atrelle 31-42 #242) located 1,655 feet from the North line and 2,266 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-317; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

The Permit is hereby amended to insert the following language:

> The Midland City Council, in granting this permit, also grants the following variance(s):
>
> An onsite electric compressor may be used to lift gas; provided, however, that a permanent sound barrier shall also be used.

ARTICLE II.

The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Elkins Atrelle 31-42 #141) located 1,656 feet from the North line and 2,291 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-316; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

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CITY OF MIDLAND

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Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

ENDEAVOR ENERGY RESOURCES, L.P
Asset Development Department
110 N. Marienfeld, Suite 200
Midland, Texas 79701

To: Ron Jenkins, City of Midland

From: Alex Bedford, Endeavor Energy Resources, L.P.

Date: October 5th, 2020

Re: **Elkins Atrelle 31-42 #141, resolution no. 2017-316 and Elkins Atrelle 31-42 #242 Resolution no. 2017-317 Permit Amendments**

Dear Mr. Jenkins,

Endeavor Energy Resources, L.P. ("Endeavor") is requesting approval for the use of compression within City limits for the Elkins Atrelle 31-42 #141 and Elkins Atrelle 31-42 #242. The permits for these wells were approved October 24th, 2017, as resolution no. 2017-316 and 2017-317, respectively. These wells have been produced with electric submersible pumps (ESP) since they were put on production. With the decline in reservoir pressure, ESPs will soon no longer be a viable option. Vertical wells are typically put on rod lift at this point. Due to the high deviation in these wells even before the kickoff point, rod lift will be operationally challenging with a high failure rate. Additionally, the Gas to Liquid Ratio (GLR) increases with time, creating additional challenges for downhole pumps. Other artificial lift options include Gas Lift and Gas Assisted Plunger Lift. These options require a compressor to be used near the wells.

If approved, two electric drive compressors will be used for these wells. The compressors will be set on the south side of the drilling pad approximately 660' from the nearest occupied structure **(Exhibit A)**. An acoustic impact study has been conducted using two (2) 200 HP electric drive compressors **(Exhibit B)**. Endeavor proposes utilizing at 40' long, 16' tall permanent sound barrier to minimize noise and visual impact. With the mitigation, the noise from the compressors will be at the lowest nighttime ambient (44.4 db) at the nearest structure. Additionally, the noise from the compressors will be 9.2 db below the 24 hour average ambient. The sound wall will be painted beige to match the surrounding landscape. Per the ordinance, the size and specifications of the compressors are in **Exhibit C**. Also included are the technical drawings for the compressors **(Exhibit D)**.

Thank you, Mr. Jenkins, for considering this request and please let me know if you have any questions or need any additional information.

Sincerely,

Alex Bedford

Alex Bedford
Reservoir Engineer
Endeavor Energy Resources, L.P.
432.556.0588
abedford@eeronline.com


Elkins
Atrelle
Well Pad
Compressor 1
40’ long x
16’ tall
sound wall
Compressor 2
*Compressor Coolers face
south/southeast


Cynthia Dr
Cynthia Dr
E Cynthia Dr
E Cynthia Dr
Elkins Atrelle Well Pad
Proposed Compressor Location
Compressor approximately 660' from nearest occupied structure

Elkins Atrelle 31-42 Electric Compressor Noise Modeling Report

September 11, 2020

Prepared for:

Endeavor Energy Resources
110 North Marienfield Street, Suite 200
Midland, Texas 79701

Prepared by:

Behrens and Associates, Inc.
13806 Inglewood Avenue
Hawthorne California, 90250



Shaun Norris
Staff Acoustical Engineer



Jason Peetz
Engineering Manager

1. Introduction

The purpose of this report is to provide a noise assessment of the operations associated with the proposed Elkins Atrelle 31-42 Electric Compressor pad (32°1'57.18"N, 102°2'51.59"W) located approximately 0.5 miles northwest of Leyva Ranch in Midland, Texas. The noise assessment includes a modeling analysis of two JGQ-2 Compressor Packages. This report provides the predicted operational noise levels and an assessment of the noise impact in dBA. The location of the Elkins Atrelle 31-42 Electric Compressor site and surrounding area is shown in Figure 1-1.

To assess the operational noise levels of the proposed Elkins Atrelle 31-42 Electric Compressor pad, file data and manufacture noise level data was utilized in the noise modeling. The noise model was developed using SoundPLAN 8.1 software.

The following is provided in this report:

- A brief introduction of the fundamentals of noise
- A discussion of noise modeling methodology
- An assessment of the predicted operational noise levels



Figure 1-1 Elkins Atrelle 31-42 Electric Compressor Pad Location

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

2.1 Environmental Noise

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1.

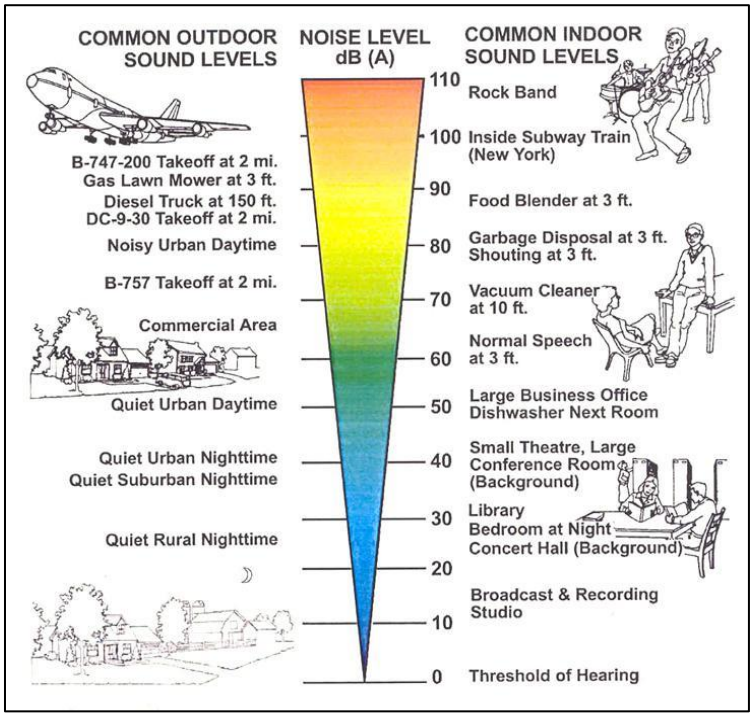


Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.2 Relative Loudness of Environmental Noise

Published data exists describing how humans generally respond to changes in relative loudness. Table 2-1, adapted from the Highway Traffic Noise: Analysis and Abatement Guidance (revised December 2011) published by the Federal Highway Administration, shows typical responses to changes in relative loudness.

Table 2-1 Decibel Changes, Loudness, and Relative Loudness[1]

Sound Level Change	Relative Loudness
0 dB(A)	Reference
-3 dB(A)	Barely Perceptible Change
-5 dB(A)	Readily Perceptible Change
-10 dB(A)	Half as Loud
-20 dB(A)	1/4 as Loud
-30 dB(A)	1/8 as Loud

The table describes reductions in noise levels, but the opposite holds true for increases in noise level.

[1] Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2011

3. Ambient Sound Level Survey

3.1 Ambient Survey Procedure

Two Type 1 Brűel & Kjær Hand-held Analyzer Type 2250 sound level meters were utilized to conduct an ambient sound level survey near the Elkins Atrelle 31-42 Electric Compressor site. Each sound level meter conforms to Type 1 as per ANSI S1.4 Specification for Sound Level Meters with a tolerance of approximately ±1.5 dBA. The microphones associated with the sound level meters were placed approximately 5 feet above the ground and at least 10 feet from any reflective surfaces at the locations shown in Figure 1-1. Each sound level meter was calibrated before and after the measurement period. The instrumentation details are presented in Table 3-1.

Table 3-1 Instrumentation Details

Location	Instrument	Manufacturer/Model	Serial Number
1	Sound Level Meter	Brűel & Kjær Hand-held Analyzer Type 2250	2693751
2	Sound Level Meter	Brűel & Kjær Hand-held Analyzer Type 2250	2676043

The sound level monitoring period began on Tuesday, March 19, 2018 with the meters programmed to continuously monitor and record A-weighted sound levels. The monitoring period ended on Wednesday, March 20, 2018.

3.2 Ambient Survey Results

The measured 24-hour average A-weighted sound levels for Location 1 and Location 2 were 64.5 dBA and 53.6 dBA respectively. The A-weighted filter is applied to instrument-measured sound levels in effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements. The measured 24-hour average A-weighted sound levels for Location 1 and Location 2 can be seen in Appendix C -Ambient Data.

The weather was sourced from a nearby weather station (www.wunderground.com) named Woodlawn (KTXMIDLA95) in Midland Texas. The recorded temperatures for the weather station ranged between 72.0 degrees and 44.0 degrees Fahrenheit for the measurement period. Periods of elevated wind speeds above 10 mph occurred on March 20 approximately between 8:54 AM to 11:04 There were no periods of sustained rainfall recorded. The recorded temperature, wind speed, wind direction, and pressure is displayed graphicly in Appendix B -Weather Data.

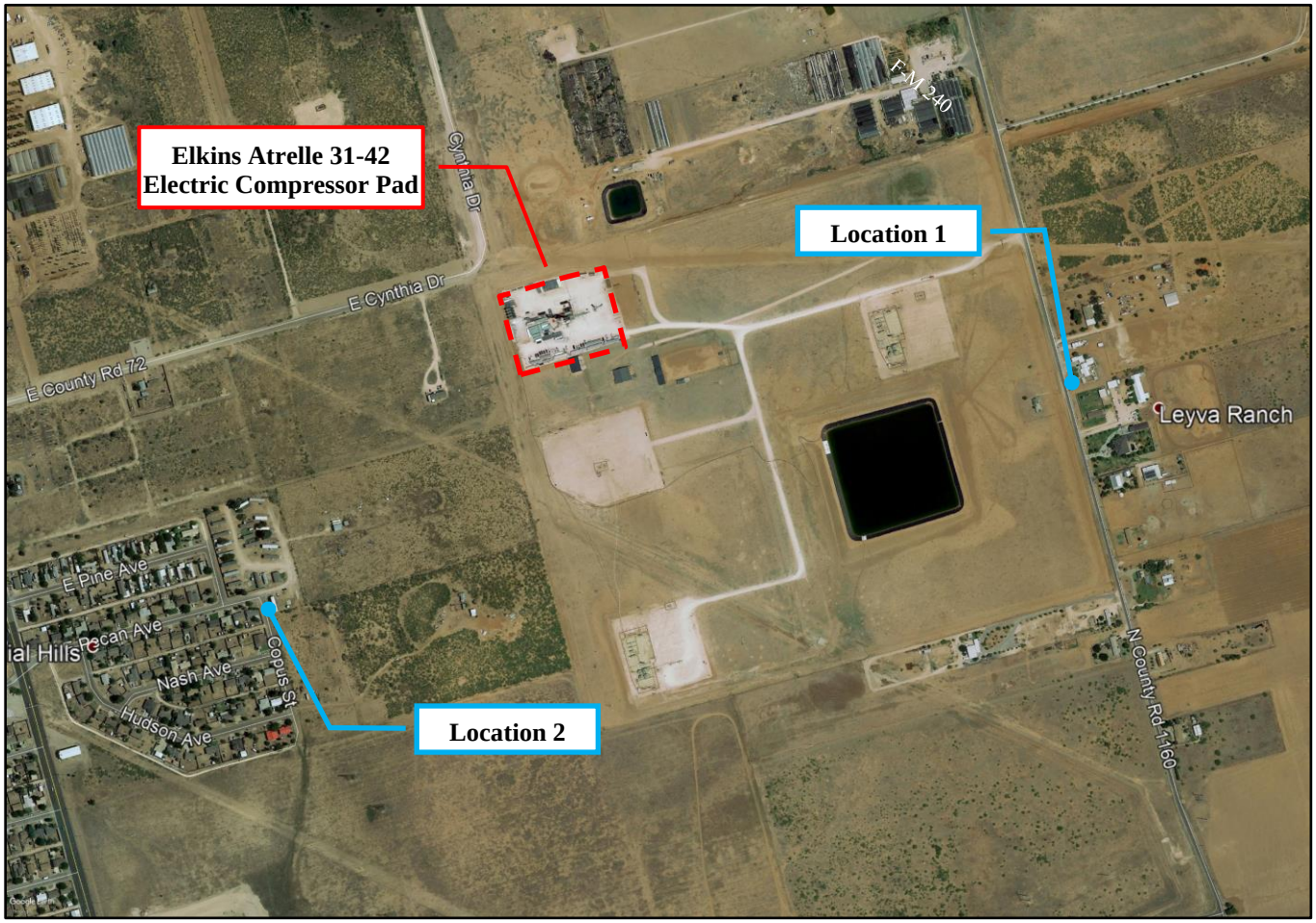


Figure 3-1 Elkins Atrelle 31-42 Electric Compressor Monitoring Locations

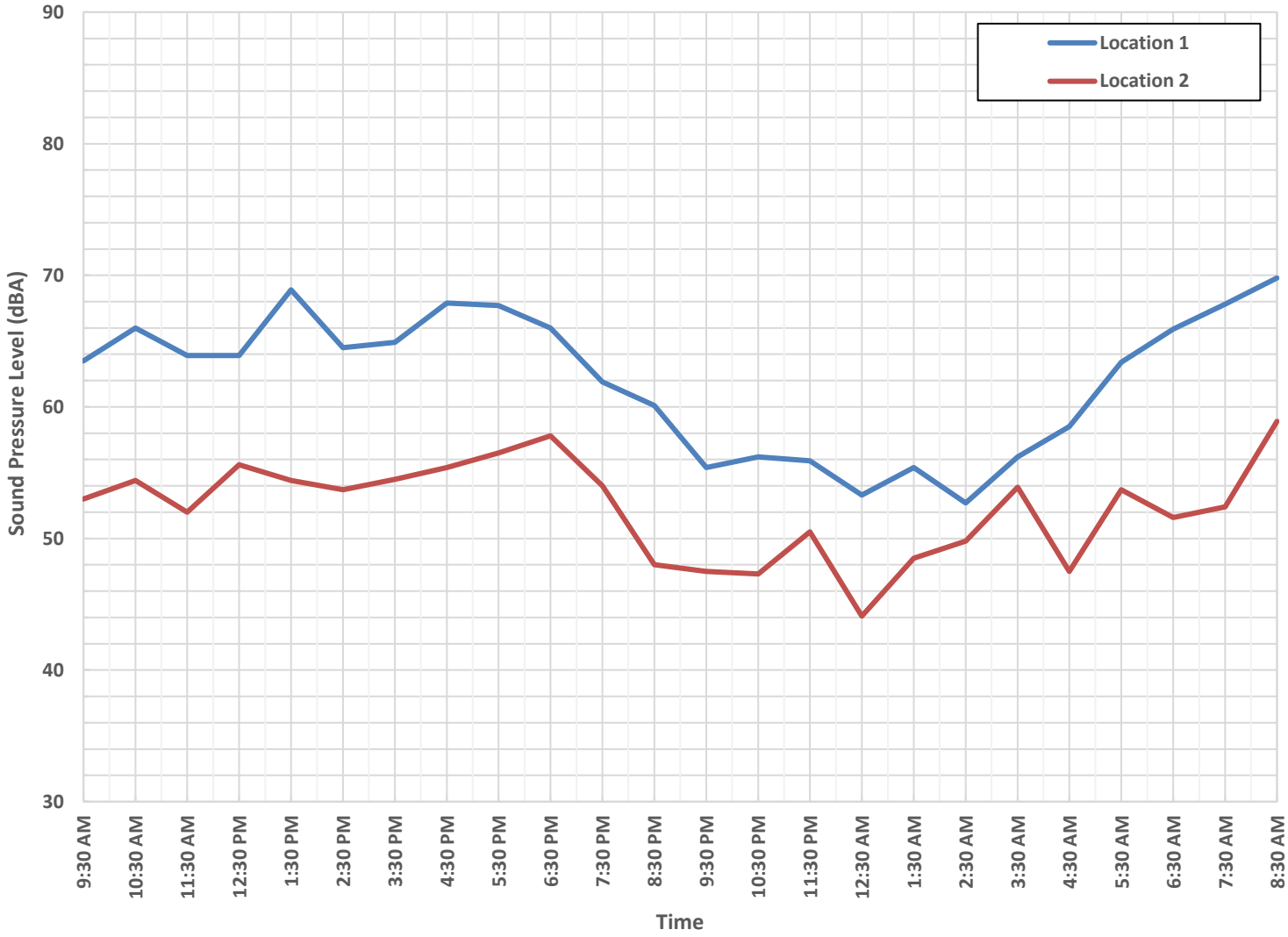


Figure 3-2 24-Hour Ambient Sound Level Survey (Hourly Average dBA Leq)

4. Elkins Atrelle 31-42 Electric Compressor Pad Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 8.1 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor. The predicted noise levels represent only the contribution of the compression operations and do not include ambient noise or noise from other facilities. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other facilities, other human activity, or environmental factors.

Sound level data utilized in the compressor model was based on manufacture data of the JGQ-2 Compressor Package. The noise model consists of two JGQ-2 Compressor Packages with the coolers of the compressor units facing southeast. Compressor placement and orientation was coordinated and oriented to minimize noise impact when possible. The predicted modeling results are dependent on equipment and mitigation orientation as indicated. The JGQ -2 compressor package sound power level can be seen in Table 4-1.

Table 4-1 Equipment Sound Power Level (dBA)

Equipment	Quantity	Individual Component Sound Power Level (dBA)
JGQ-2 Engine	2	98.6
JGQ-2 Compressor	2	115.6
JGQ-2 Cooler	2	101.3

4.2 Noise Sensitive Receptors

The noise sensitive receptors have been modeled at the exterior of the nearest occupied structures in the direction of the Elkins Atrelle 31-42 Compressor Site. The locations of the noise sensitive receptors and surrounding environment can be seen in Figure 4-1.

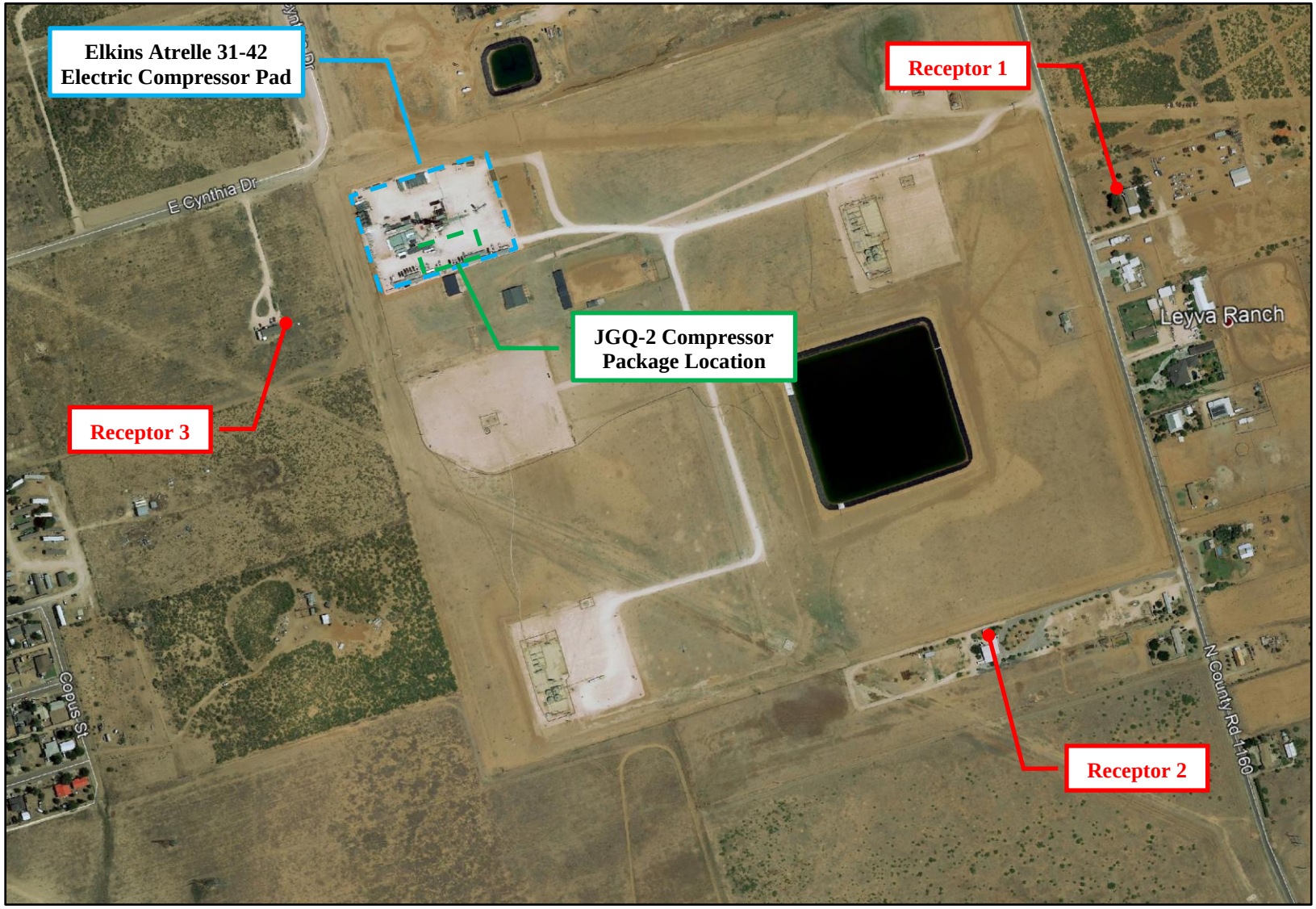


Figure 4-1 Noise Sensitive Receptor Locations

4.3 Unmitigated Noise Modeling Results

The results of the unmitigated noise modeling are presented in Table 4-2. The locations in the table correspond to the locations identified in Figure 4-1. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-2 shows the Unmitigated JGQ-2 Compressor Noise Contour Map in dBA. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Table 4-2 A-Weighted Unmitigated Noise Modeling Results (dBA)

Receptor	Location Description	Representative Ambient	JGQ-2 Compressor
Location 1	2728 North County Road 1160	64.5	38.9
Location 2	1913 North County Road 1160	64.5	37.3
Location 3	Northwest of Elkins Atrelle 31-42 Electric Compressor	53.6	54.4

The results of the unmitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 37.3 dBA and 54.4 dBA for compression operations.

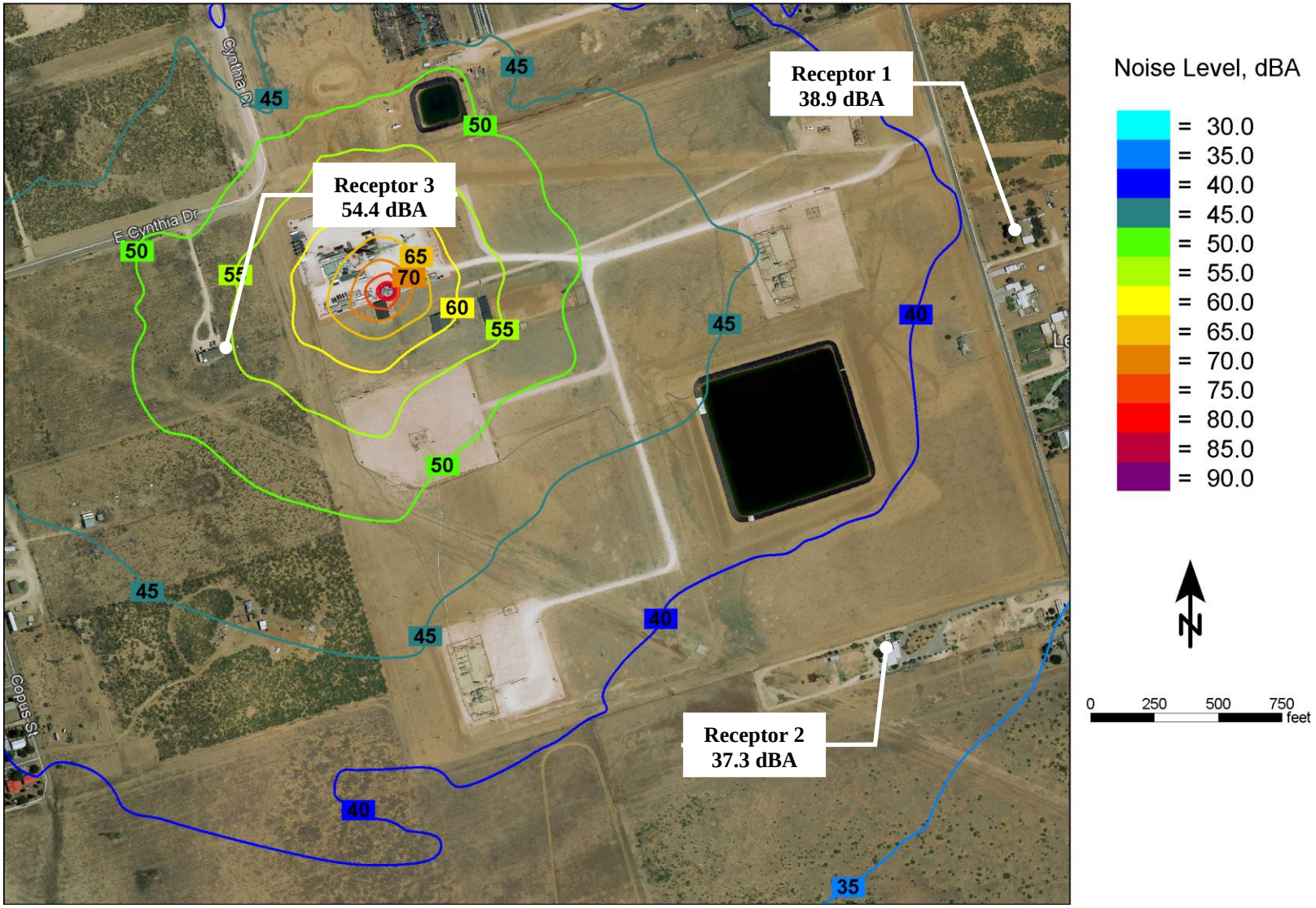


Figure 4-2 Two JGQ-2 Compressor Packages Unmitigated Noise Contour Map (dBA)

4.4 JGQ-2 Compressor Packages Mitigation Recommendations

Noise mitigation for the two JGQ-2 Compressor Packages operations has been included in the modeling to reduce noise levels in the surrounding environment. The noise mitigation included in the modeling is described below:

- A total of 40 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical wall installed on the west perimeter of the compressor packages.

The layout for the mitigation scenario is shown in Figure 4-3.



Figure 4-3 JGQ-2 Compressor Packages Mitigation Layout

4.5 Mitigated Noise Modeling Results

The results of the mitigated noise modeling are presented in Table 4-3. The locations in the table correspond to the locations identified in Figure 4-1. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-4 shows the Mitigated JGQ-2 Compressor Noise Contour Map in dBA. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Table 4-3 A-Weighted Mitigated Noise Modeling Results (dBA)

Receptor	Location Description	Representative Ambient	JGQ-2 Compressor
Location 1	2728 North County Road 1160	64.5	38.9
Location 2	1913 North County Road 1160	64.5	37.3
Location 3	Northwest of Elkins Atrelle 31-42 Electric Compressor	53.6	44.4

The results of the mitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 37.3 dBA and 44.4 dBA for compression operations and are significantly below the measured ambient sound levels.

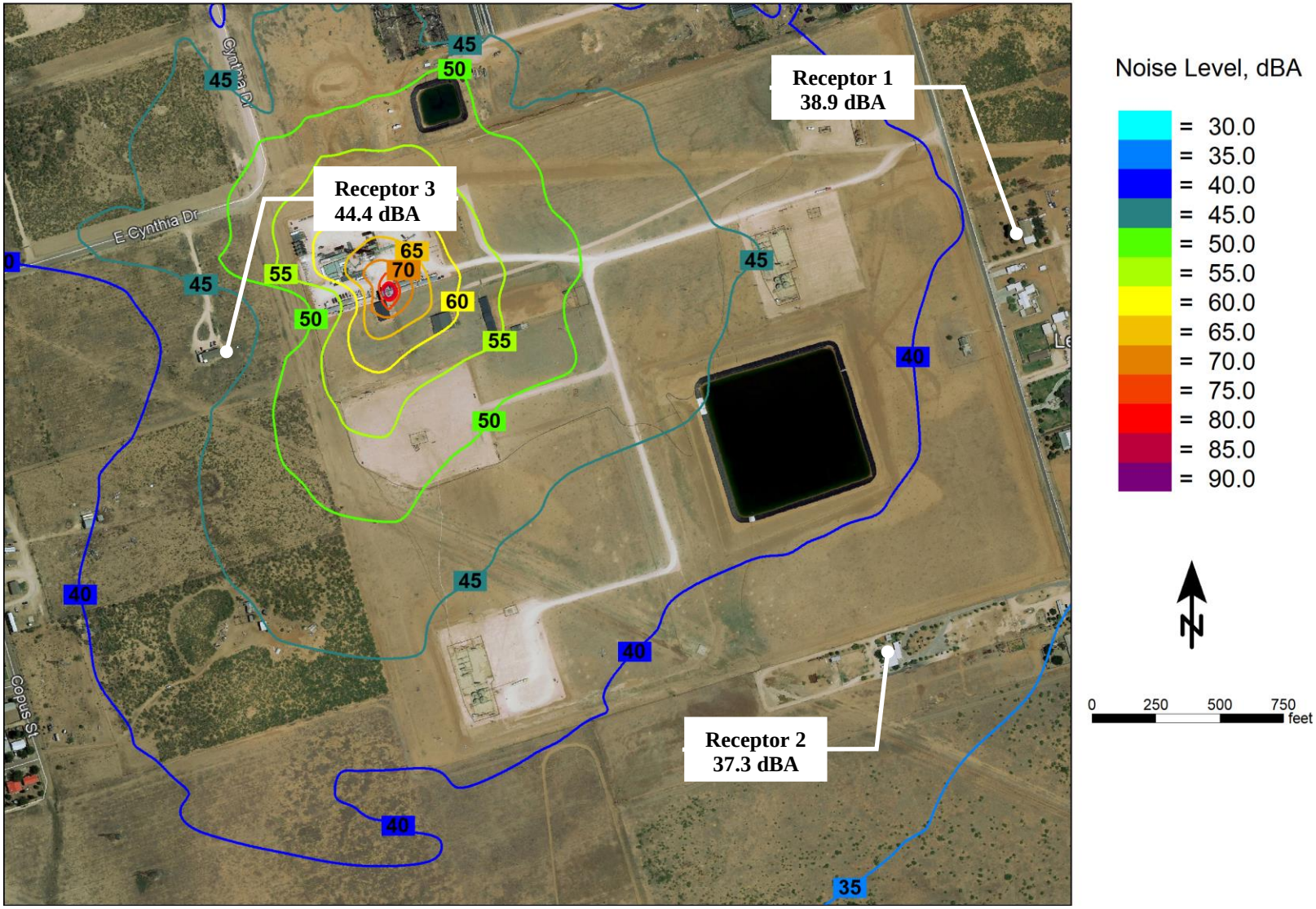


Figure 4-4 Two JGQ-2 Compressor Packages Mitigated Noise Contour Map (dBA)

5. Conclusion

A noise model representing the proposed operations at the Elkins Atrelle 31-42 Electric Compressor pad was created to assess the predicted operational noise levels associated with compressor operations. The results of the unmitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 37.3 dBA and 54.4 dBA for compression operations.

Noise mitigation for the two JGQ-2 Compressor Packages operations was included in the modeling to reduce noise levels in the surrounding environment. The results of the mitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 37.3 dBA and 44.4 dBA for compression operations and are significantly below the measured ambient sound levels.



Appendix A - Glossary of Acoustical Terms

Ambient Noise
The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level
See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)
The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound ina way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC
The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)
A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)
A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level
The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)
The basic unit of measurement for sound level.

Direct Sound
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence
The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis
This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.

Equivalent-Continuous Sound Level (Leq)
The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response
A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIC)
A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)
A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission
The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency
The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)
The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)
A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise
The noise that results when two objects collide.

Impulse Noise
Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss
The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.

Inverse Square Law
A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level
Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L_{50} is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L_{50} would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking
The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax)
The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction
The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)
A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave
The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level
For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave
The frequency interval between two sounds whose frequency ratio is 2^(1/3). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)
A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk)
The maximum instantaneous sound level during a stated time period or event.

Pink Noise
Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source
A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)
An instrument for the determination of a sound spectrum.

Receiver
A person (or persons) or equipment which is affected by noise.

Reflected Sound
Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation
The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption
The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response
A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound
A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient
A measure of the sound-absorptive property of a material.

Sound Insulation
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)
An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level
A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level
A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)
A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room
A room that contains a noise source or sources

Spectrum
The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine
A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone
A sound with a distinct pitch

Transmission Loss (TL)
A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise
Noise that has approximately equal intensities at all frequencies.

Windscreen
A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

Appendix B - Weather Data

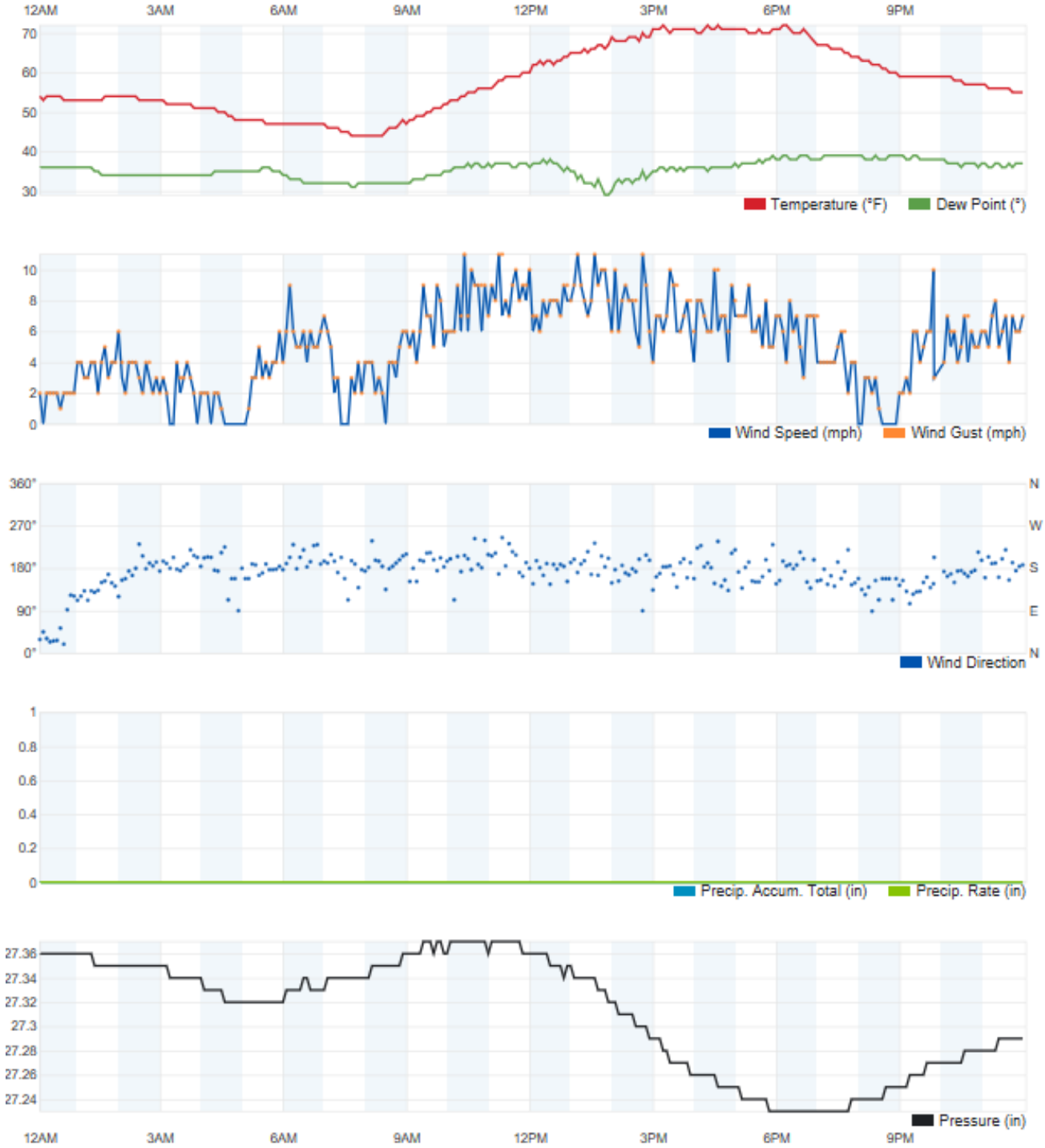


Figure B-1 Weather History for Woodlawn Weather Station March 19, 2019 (Midland, Texas)

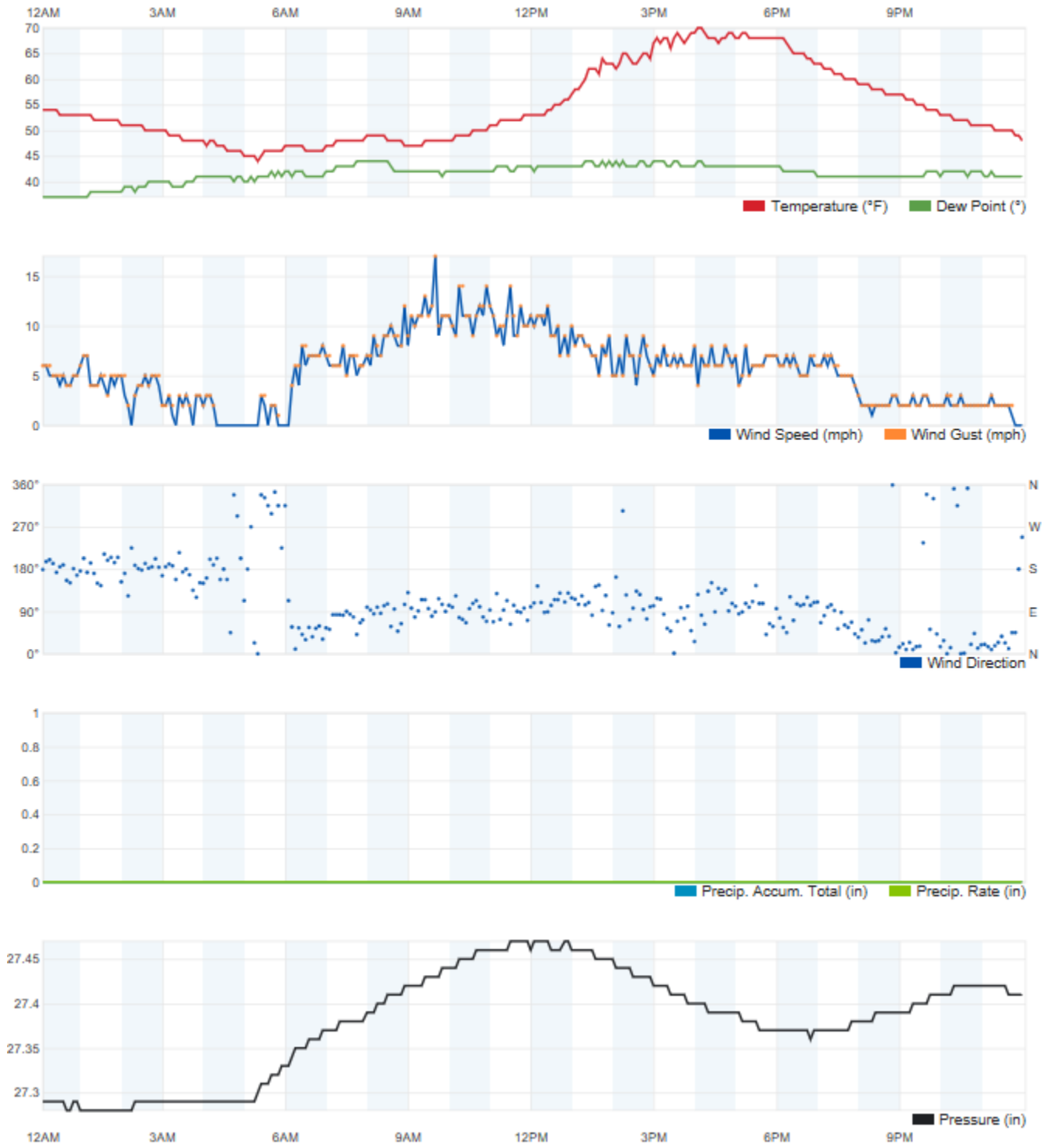


Figure B-2 Weather History for Woodlawn Weather Station March 20, 2019 (Midland, Texas)

Appendix C - Ambient Data

Table C-1 Recorded Hourly Average Ambient Sound Levels 3/19/2019 - 3/20/2019 (1-hr dBA L_{eq})

Time	Location 1 (1- hr dBA L_{eq})	Location 2 (1- hr dBA L_{eq})
9:30 AM	63.5	53.0
10:30 AM	66.0	54.4
11:30 AM	63.9	52.0
12:30 PM	63.9	55.6
1:30 PM	68.9	54.4
2:30 PM	64.5	53.7
3:30 PM	64.9	54.5
4:30 PM	67.9	55.4
5:30 PM	67.7	56.5
6:30 PM	66.0	57.8
7:30 PM	61.9	54.0
8:30 PM	60.1	48.0
9:30 PM	55.4	47.5
10:30 PM	56.2	47.3
11:30 PM	55.9	50.5
12:30 AM	53.3	44.1
1:30 AM	55.4	48.5
2:30 AM	52.7	49.8
3:30 AM	56.2	53.9
4:30 AM	58.5	47.5
5:30 AM	63.4	53.7
6:30 AM	65.9	51.6
7:30 AM	67.8	52.4
8:30 AM	69.8	58.9
24-hour Average dBA L_{eq}	**64.5**	**53.6**

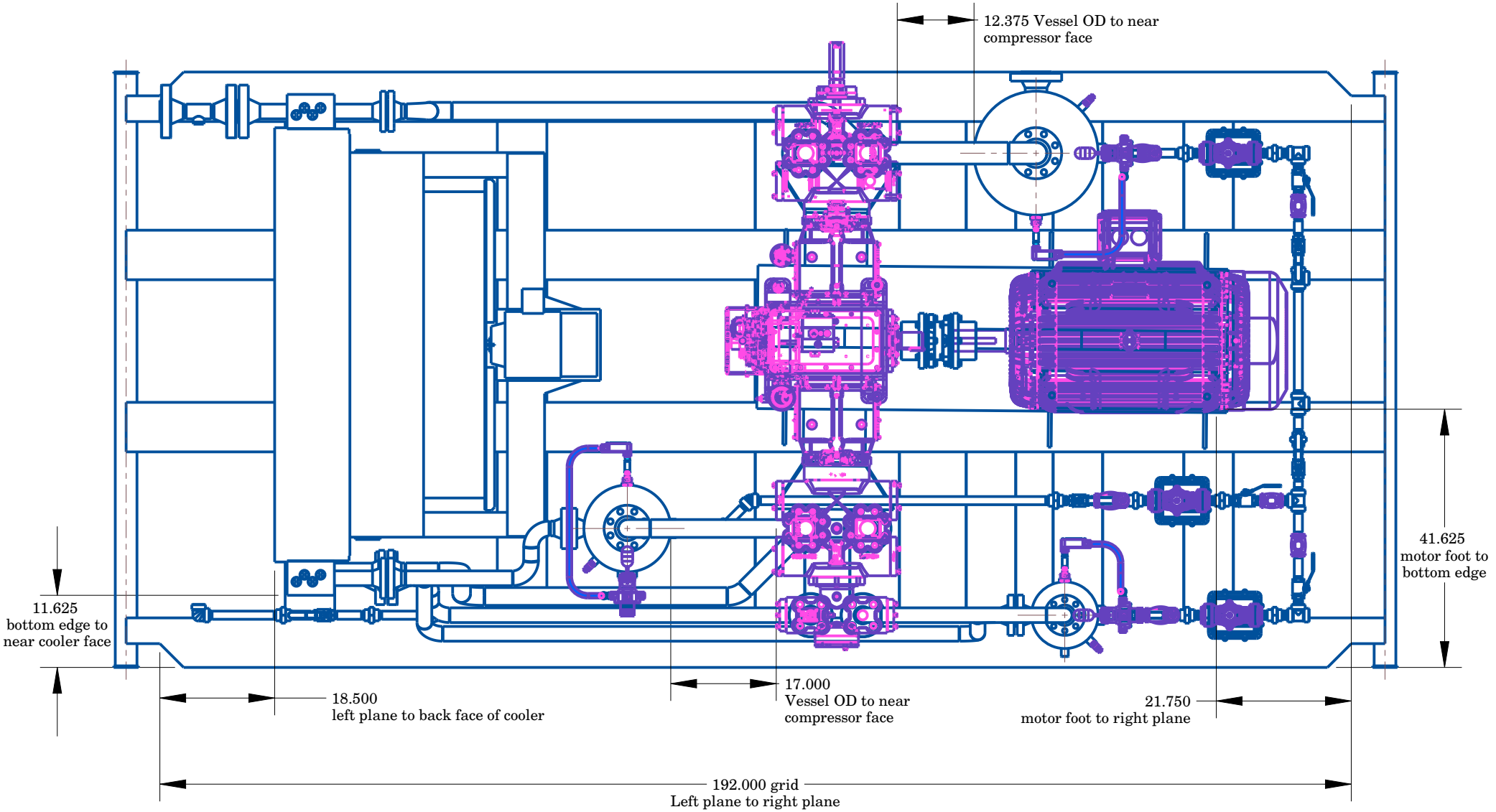
Exhibit C
Compressor Size and Specs

The following are the specifications for each proposed compressor:

Electric 200HP, 3-Stage

Each Electric Powered Compressor:

a. The physical size of the compressor: **Height-88", Length-200", Width-100"**
b. The power source of the compressor: **Existing Oncor power; Compressor will replace ESP**
c. The horsepower of the compressor: **200HP**
d. The noise of the compressor: **See Acoustic Impact Study**
e. The manufacturer of the compressor: **Fossil Manufacturing**



Note: 1. The component layout was done before the skid was designed in order to maximize efficiency and stability.
2. The components were placed on a 16 ft x 8 ft grid. That grid starts where the outside runners have an angled cut. This is referenced as "Plane", either left or right.

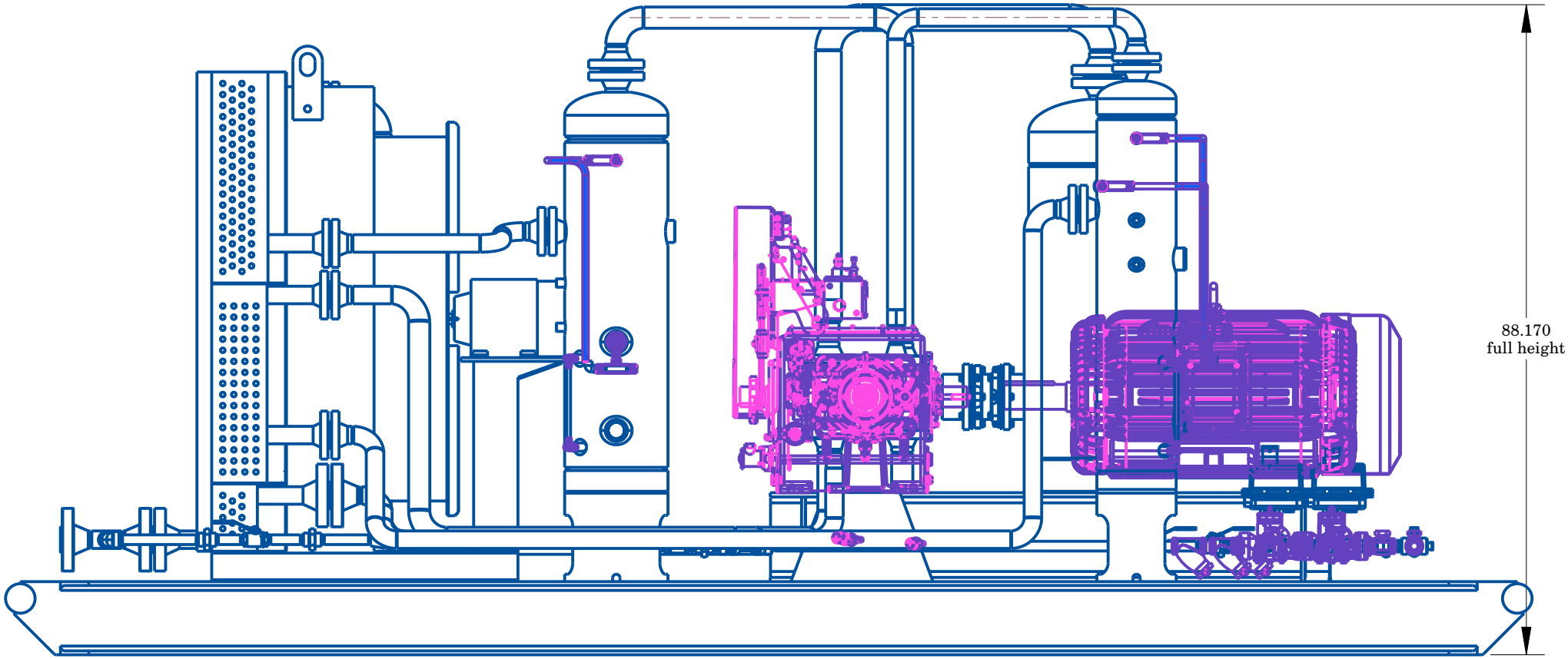
PACKET 36.73

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Units Top				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045			in	

November 17, 2020

Front



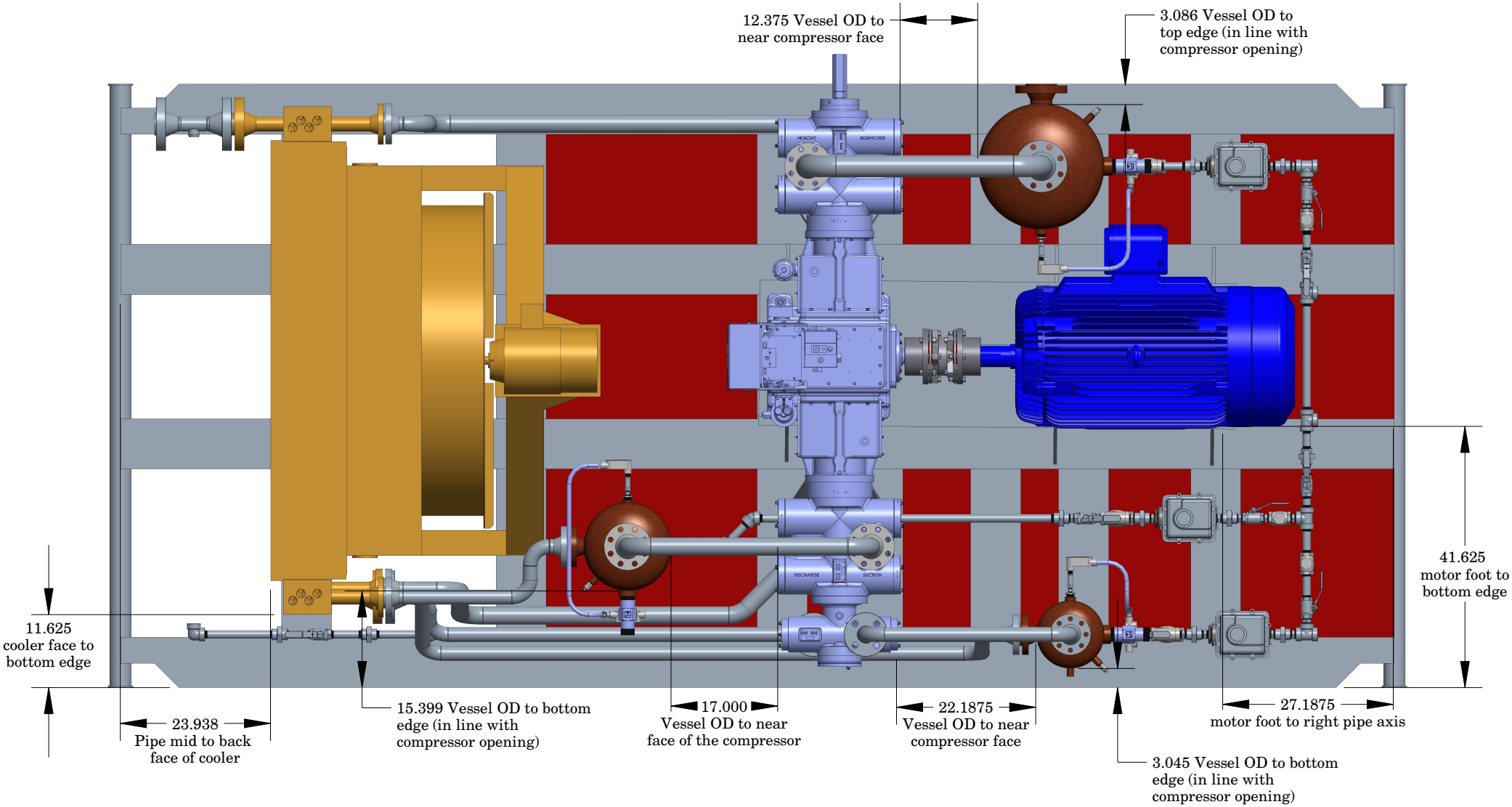
Note: 1. The axis of each pipe connected to the top of each vessel is in line with the others. (3 total for 3 vessels).

PACKET

36.74

November 17, 2020

PART: 200 HP 3-Stage Package Front				DATE: 4/23/20
SCALE: 0.050	QTY	MATERIAL	UNIT: in	CLASS



Note: 1. Back edge of 10" Vessel is in line with back edge of 20" Vessel.
2. Same as sheet 1, just color coded.

PACKET

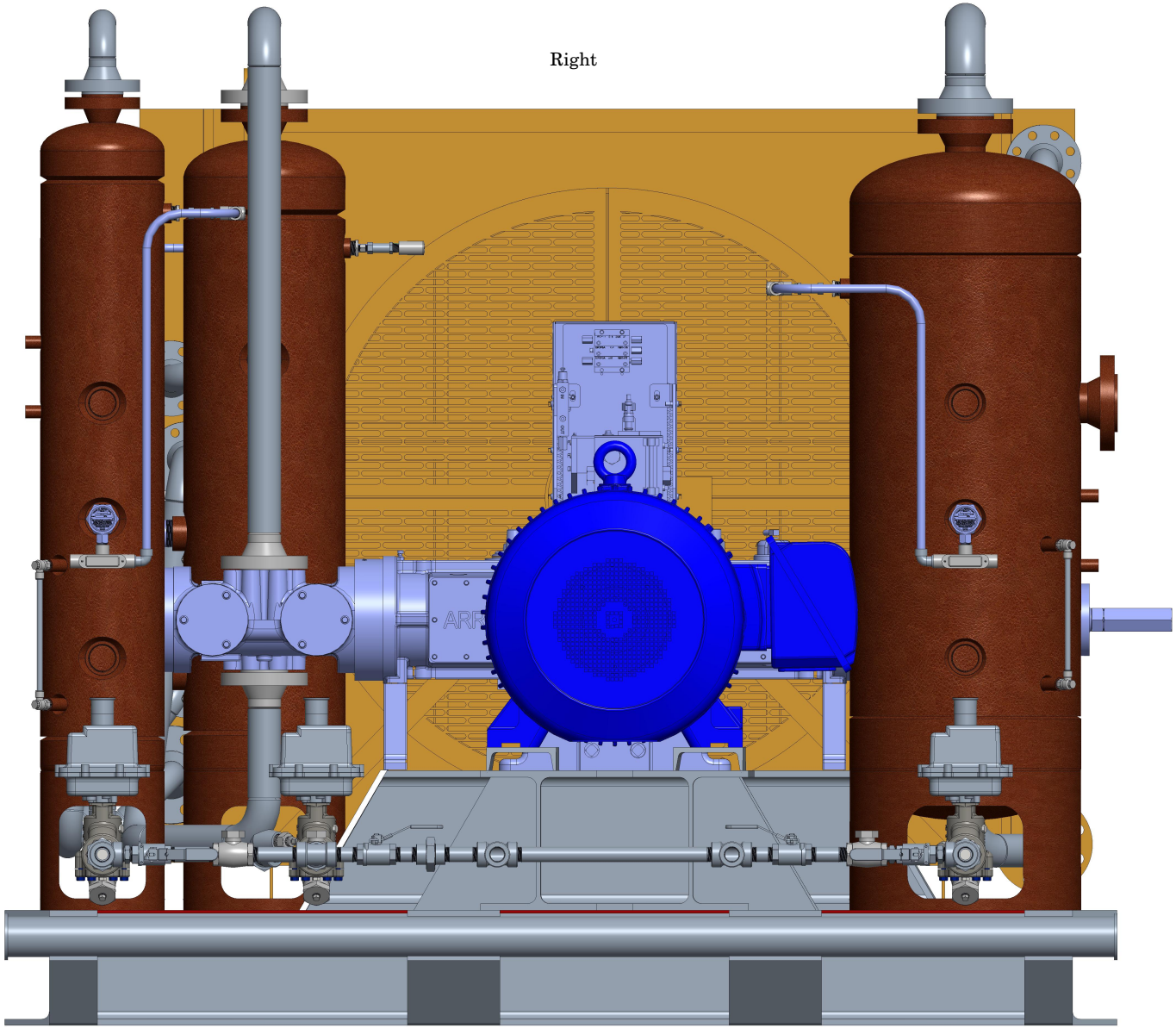
36.75

November 17, 2020

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Unit				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045			in	

Right



PACKET

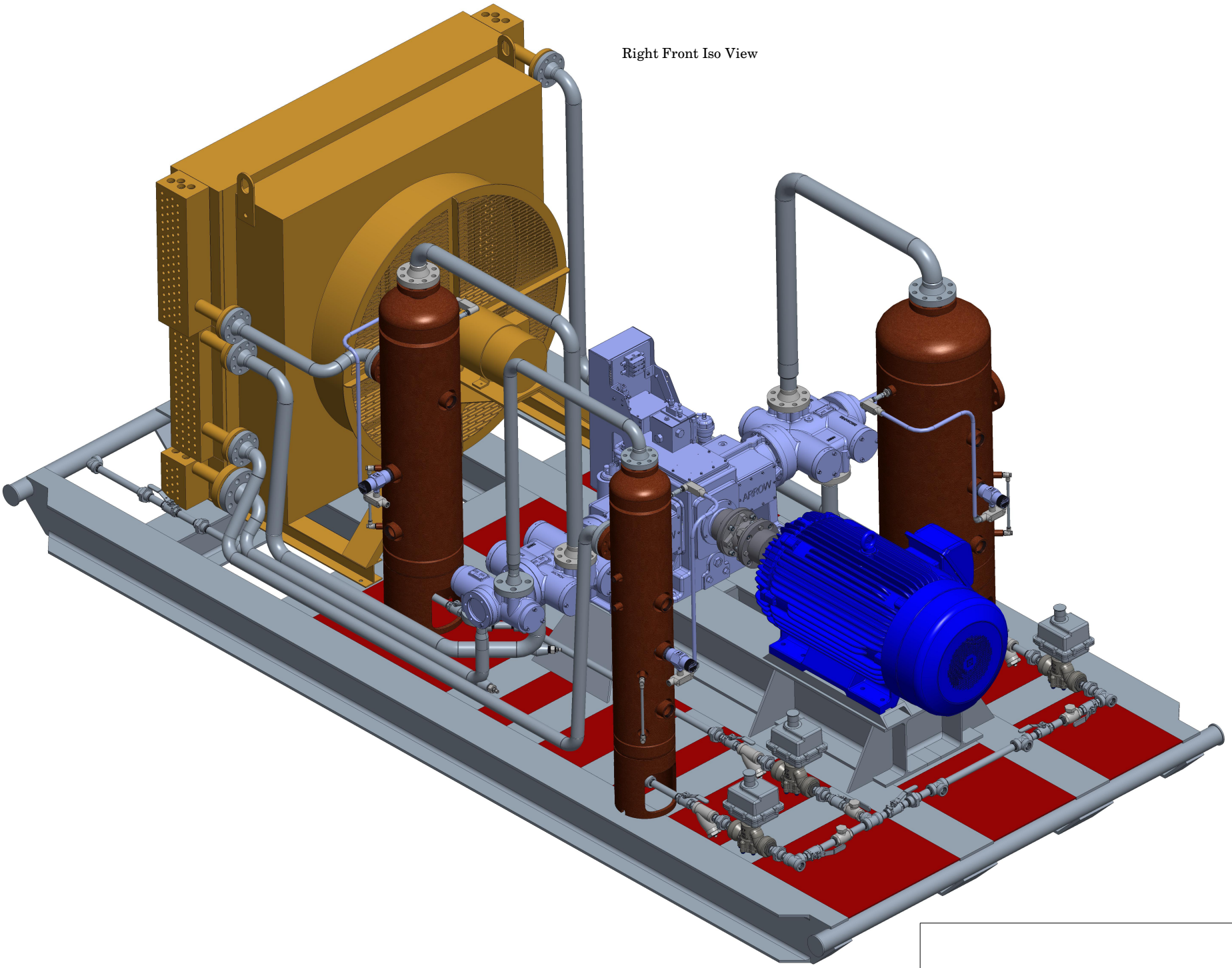
36.76

November 17, 2020

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Package Right View				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.070				

Right Front Iso View

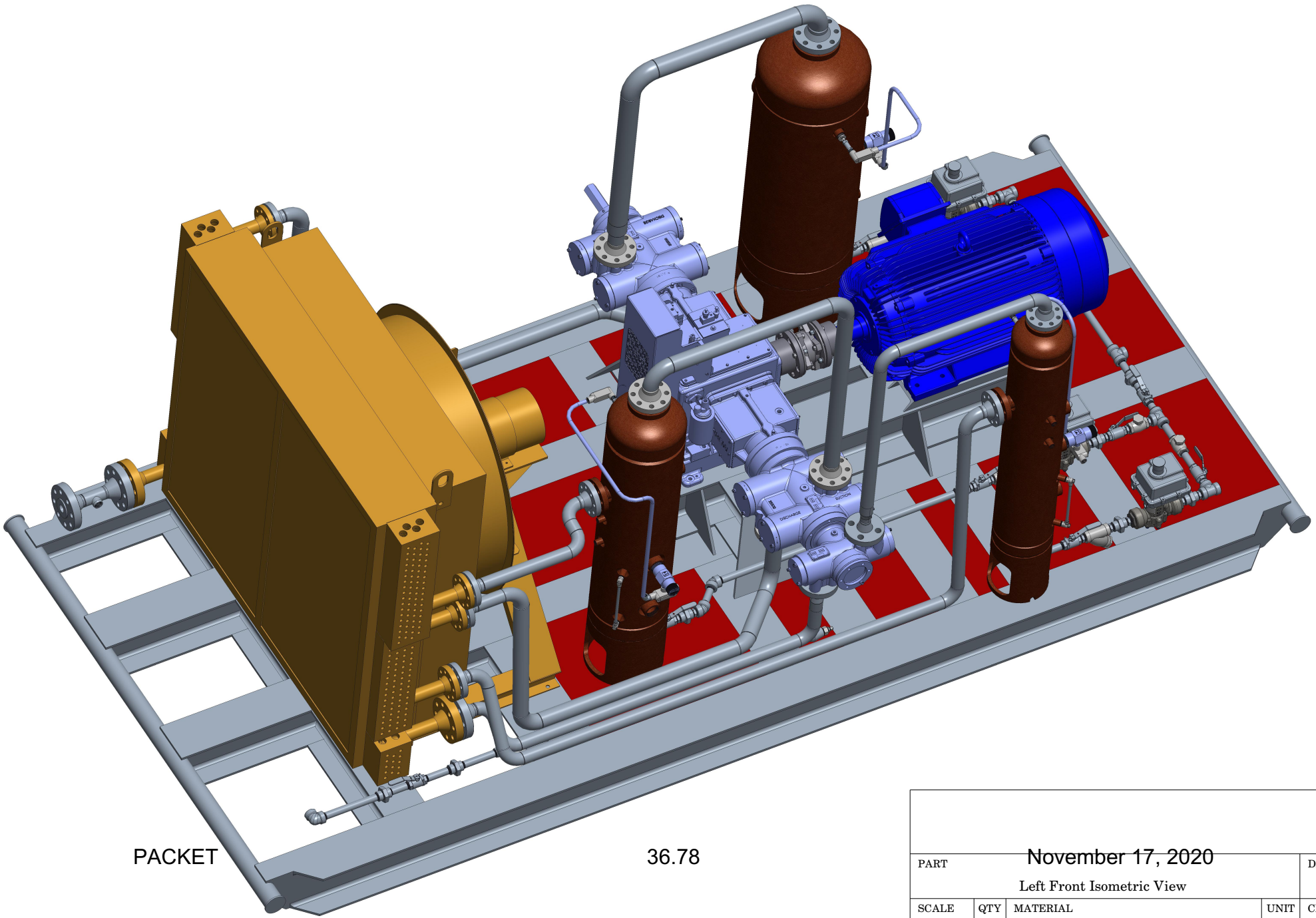


PACKET

36.77

PART				DATE
Right Front Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

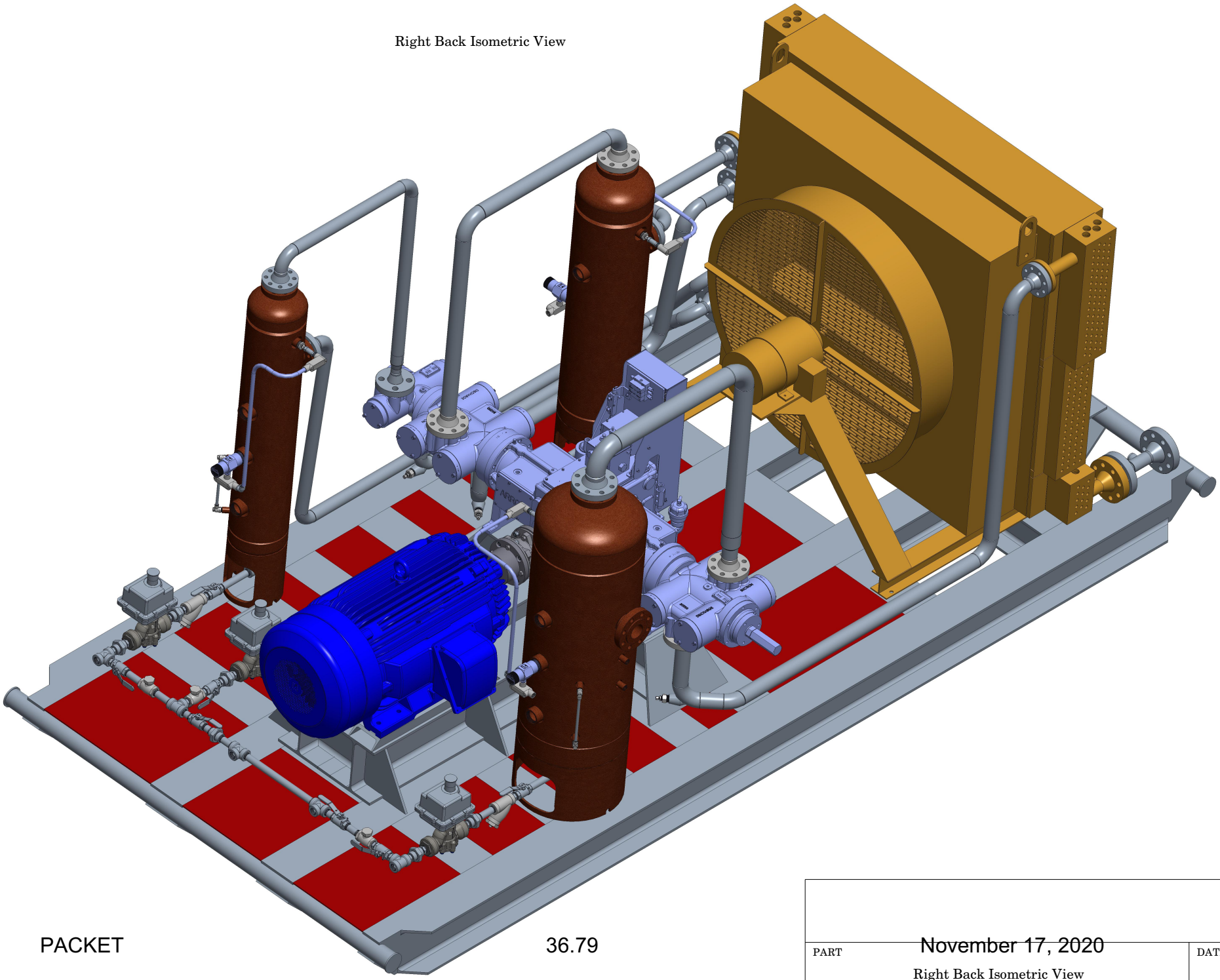
Left Front Iso View



PACKET 36.78

PART				DATE
Left Front Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

Right Back Isometric View

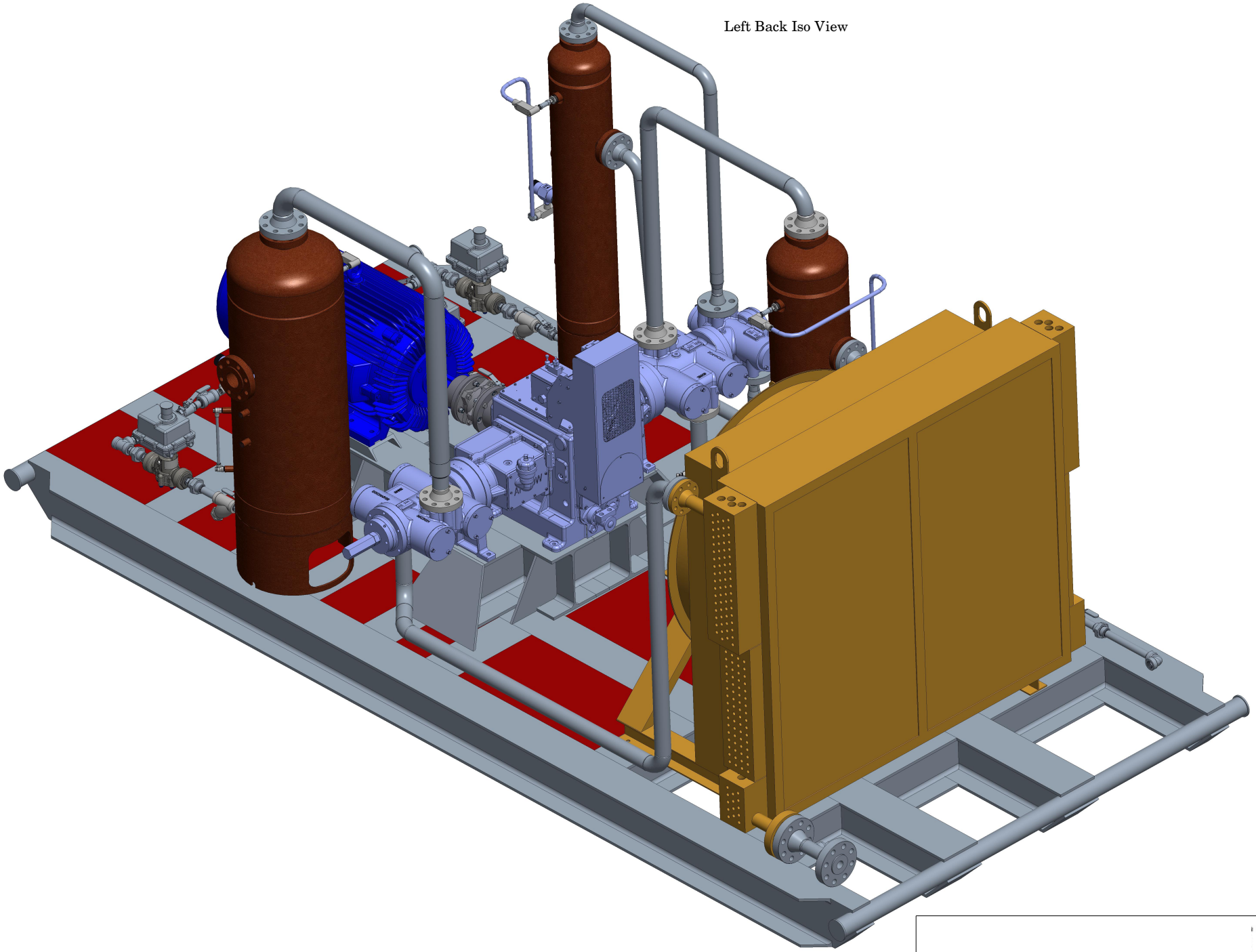


PACKET

36.79

PART		November 17, 2020		DATE
Right Back Isometric View				
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

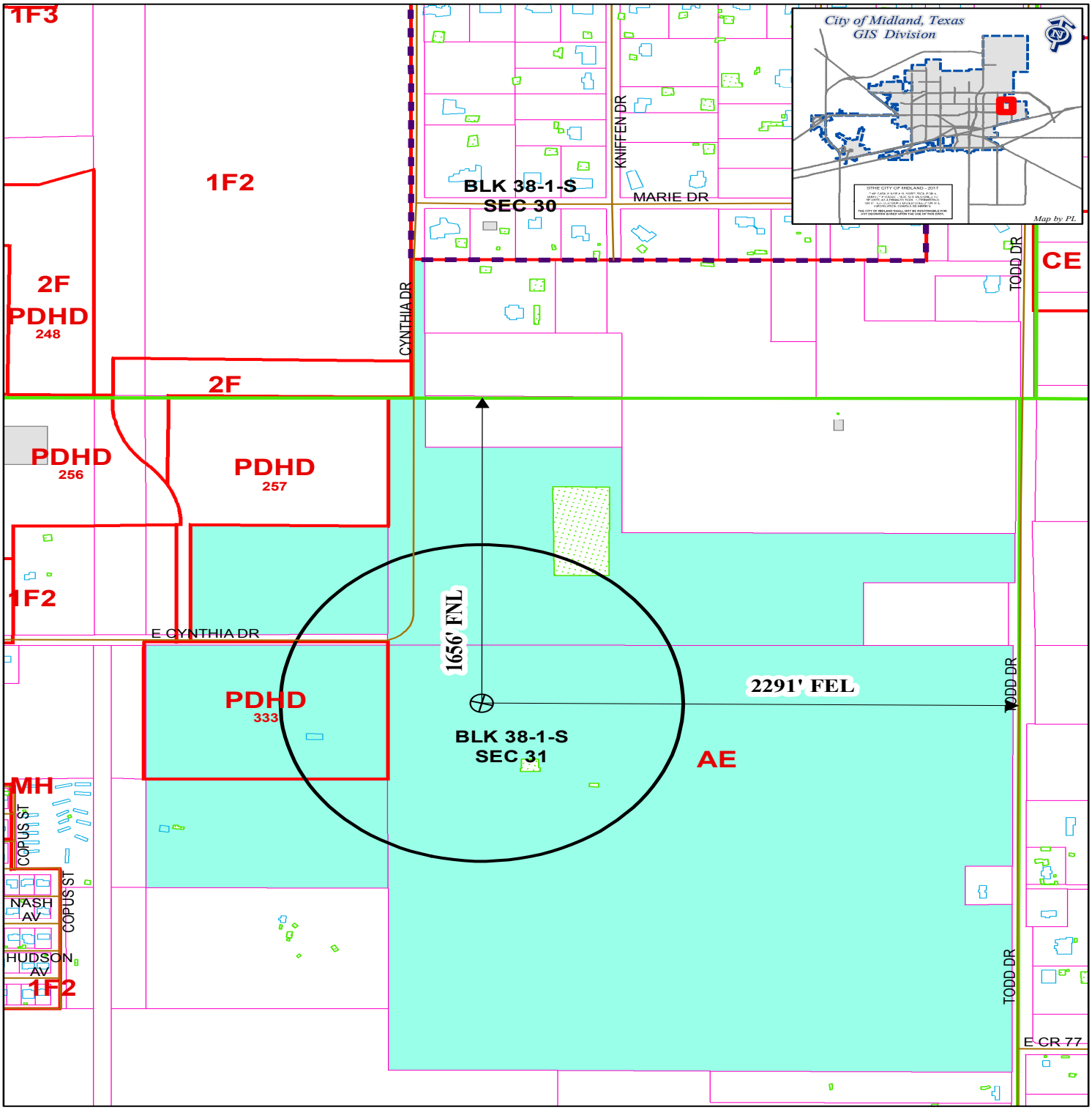
Left Back Iso View



PACKET

36.80

PART				DATE
Left Back Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				



LOCATION AND ZONING MAP

Oil - 013776 - 2017 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1656' FNL and 2291' FEL, Section 31, Block 38, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 339 feet south of East Cynthia Dr. extension and 2291 feet west of Todd Drive.

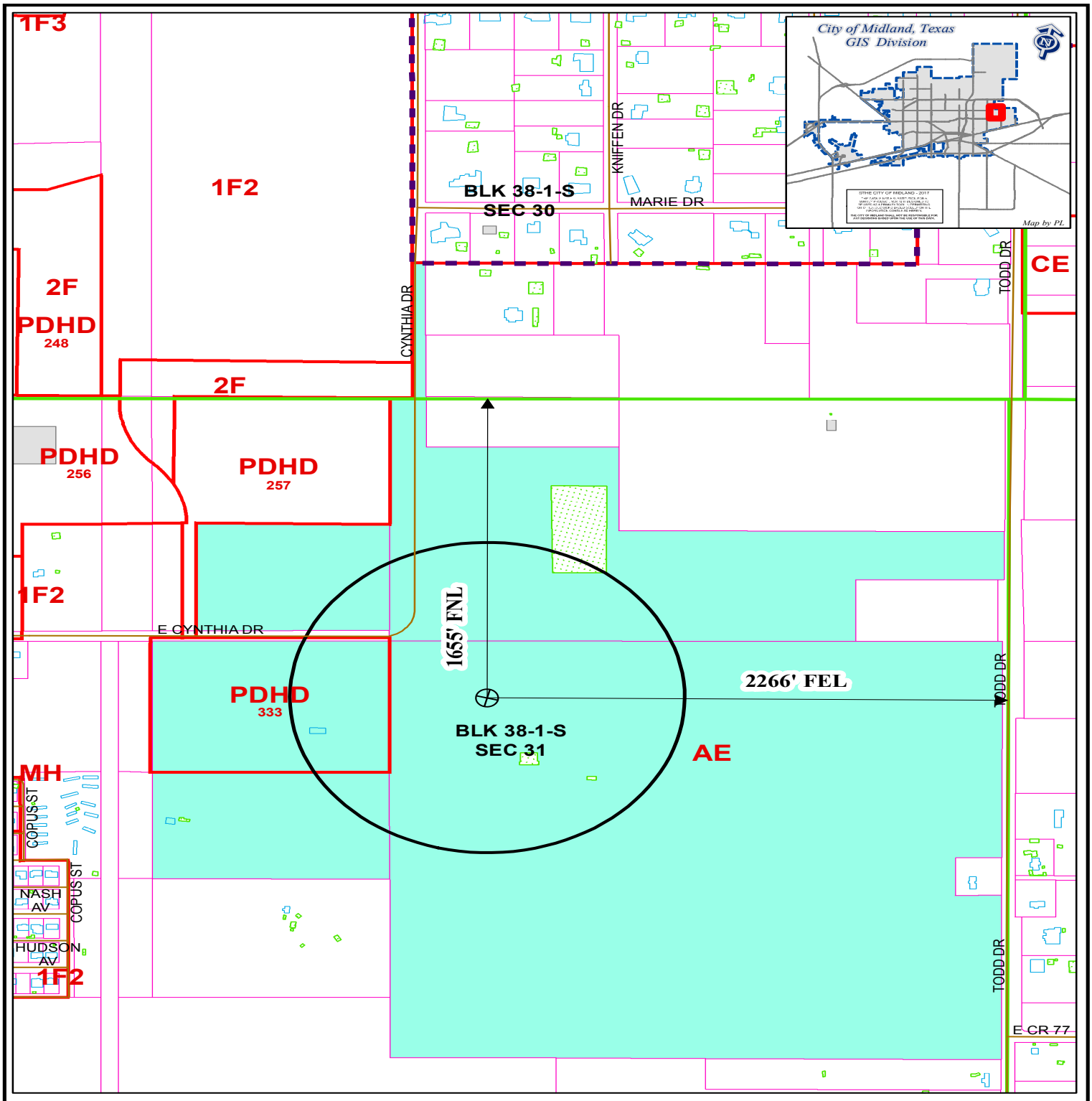
Elkins Atrelle 31-42 #141

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	COMMERCIAL 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



LOCATION AND ZONING MAP

Oil - 013774 - 2017 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1655' FNL and 2266' FEL, Section 31, Block 38, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 340 feet south of East Cynthia Dr. extension and 2266 feet west of Todd Drive.

Elkins Atrelle 31-42 #242

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	C1, C2	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

City Council Meeting

Item Number: 37

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,082 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,284 FEET AND 2,309 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR (DEVELOPMENT SERVICES)

Purpose:

Consider an amendment to Resolution 2017-316 and Resolution 2017-317 on a request from Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, Harvard McClintic 31-30 #151 and Harvard McClintic 31-30 #252; said wells being generally located between 1,082 feet south of East Cynthia Dr. extension and between 2,284 feet and 2,309 feet west of Todd Drive. Council approved the proposed drill site on October 24, 2017; however, the applicant is requesting consideration of amended drilling conditions.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by Endeavor Energy Resources, L.P., is the use of an electric drive compressor at the well site instead of submersible pump or pumping unit.

Endeavor proposes using two electric compressors at the permitted sites. Sound study has been included Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:
a. The physical size of compressor;
b. The power source of the compressor;
c. The horsepower of the compressor;
d. The noise of the compressor; and
e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of an electrical compressor and not a diesel engine drive compressor.

Endeavor Energy will install a 40’ long, 16‘tall sound barrier to minimize noise and visual impact. With the mitigation, the noise from the compressors will be at the lowest nighttime ambient (44db) at the nearest structure. Nearest occupied structure to compressor site is 700 feet to the West.

A variance for the use of this type of electric compressor has been given on two previous Endeavor Permits in December 2019.

Attachments: Letter of request; Exhibit A, B, C, D; Location Map.

Robert Patrick

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,082 FEET SOUTH OF THE EAST CYNTHIA DRIVE EXTENSION, AND BETWEEN 2,284 FEET AND 2,309 FEET WEST OF TODD DRIVE); EACH SAID AMENDMENT AUTHORIZING THE USE OF AN ONSITE ELECTRIC COMPRESSOR

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Harvard McClintic 31-30 #151 and Harvard McClintic 31-30 #252; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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, amendments to said permits. Said amendments shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim 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 AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Harvard McClintic 31-30 #151) located 2,398 feet from the North line and 2,284 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-318; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

The Permit is hereby amended to insert the following language:

> The Midland City Council, in granting this permit, also grants the following variance(s):
>
> An onsite electric compressor may be used to lift gas; provided, however, that a permanent sound barrier shall also be used.

ARTICLE II.

The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Harvard McClintic 31-30 #252) located 2,398 feet from the North line and 2,309 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-319; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

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For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

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The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

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WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-318; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

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The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective November 17, 2020, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Endeavor Energy Resources, L.P. ("Operator").

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated October 24, 2017 (the "Permit") to Operator to drill an oil and gas well within the city limits (Harvard McClintic 31-30 #252) located 2,398 feet from the North line and 2,309 feet from the East line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2017-319; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

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The Permit is hereby amended to insert the following language:

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CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

ENDEAVOR ENERGY RESOURCES, L.P.

By:_____
Ryan Burrow, Production Foreman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Ryan Burrow, Production Foreman of Endeavor Energy Resources, L.P., on behalf of Endeavor Energy Resources, L.P.

_____
Notary Public – State of Texas

ENDEAVOR ENERGY RESOURCES, L.P
Asset Development Department
110 N. Marienfeld, Suite 200
Midland, Texas 79701

To: Ron Jenkins, City of Midland

From: Alex Bedford, Endeavor Energy Resources, L.P.

Date: October 5th, 2020

Re: **Harvard McClintic 31-30 #151, resolution no. 2017-318 and Harvard McClintic 31-30 #252, resolution no. 2017-319 Permit Amendment**

Dear Mr. Jenkins,

Endeavor Energy Resources, L.P. ("Endeavor") is requesting approval for the use of compression within City limits for the Harvard McClintic 31-30 #151 and Harvard McClintic 31-30 #252. The permits for these wells were approved October 24th, 2017, as resolution no. 2017-318 and 2017-319, respectively. These wells have been produced with electric submersible pumps (ESP) since they were put on production. With the decline in reservoir pressure, ESPs will soon no longer be a viable option. Vertical wells are typically put on rod lift at this point. Due to the high deviation in these wells even before the kickoff point, rod lift will be operationally challenging with a high failure rate. Additionally, the Gas to Liquid Ratio (GLR) increases with time, creating additional challenges for downhole pumps. Other artificial lift options include Gas Lift and Gas Assisted Plunger Lift. These options require a compressor to be used near the wells.

If approved, two electric drive compressors will be used for these wells. The compressors will be set on the north side of the drilling pad approximately 700' from the nearest occupied structure (**Exhibit A**). An acoustic impact study has been conducted using two (2) 200 HP electric drive compressors (**Exhibit B**). Endeavor proposes utilizing at 40' long, 16' tall permanent sound barrier to minimize noise and visual impact. With the mitigation, the noise from the compressors will be at the lowest nighttime ambient (44 db) at the nearest structure. Additionally, the noise from the compressors will be 9.6 db below the 24 hour average ambient. The sound wall will be painted beige to match the surrounding landscape. Per the ordinance, the size and specifications of the compressors are in **Exhibit C**. Also included are the technical drawings for the compressors **(Exhibit D)**.

Thank you, Mr. Jenkins, for considering this request and please let me know if you have any questions or need any additional information.

Sincerely,

Alex Bedford

Alex Bedford
Reservoir Engineer
Endeavor Energy Resources, L.P.
432.556.0588
abedford@eeronline.com


Compressor 2
40’ long x
16’ tall
sound wall
Compressor 1
Harvard
McClintic
Well Pad
*Compressor Coolers face
south


Cynthia Dr
E Cynthia Dr
E Cynthia Dr
Proposed Compressor Location
Compressor approximately 700' from nearest occupied structure
Harvard McClintic Well Pad

Harvard McClintic 31-30 Electric Compressor Noise Modeling Report

September 15, 2020

Prepared for:

Endeavor Energy Resources
110 North Marienfield Street, Suite 200
Midland, Texas 79701

Prepared by:

Behrens and Associates, Inc.
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Shaun Norris
Staff Acoustical Engineer



Jason Peetz
Engineering Manager

1. Introduction

The purpose of this report is to provide a noise assessment of the operations associated with the proposed Harvard McClintic 31-30 Electric Compressor pad (32°1'53.45"N, 102°2'50.85"W) located approximately 0.5 miles west of Leyva Ranch in Midland, Texas. The noise assessment includes a modeling analysis of two JGQ-2 Compressor Packages. This report provides the predicted operational noise levels and an assessment of the noise impact in dBA. The location of the Harvard McClintic 31-30 Electric Compressor site and surrounding area is shown in Figure 1-1.

To assess the operational noise levels of the proposed Harvard McClintic 31-30 Electric Compressor pad, file data and manufacture noise level data was utilized in the noise modeling. The noise model was developed using SoundPLAN 8.1 software.

The following is provided in this report:

- A brief introduction of the fundamentals of noise
- A discussion of noise modeling methodology
- An assessment of the predicted operational noise levels

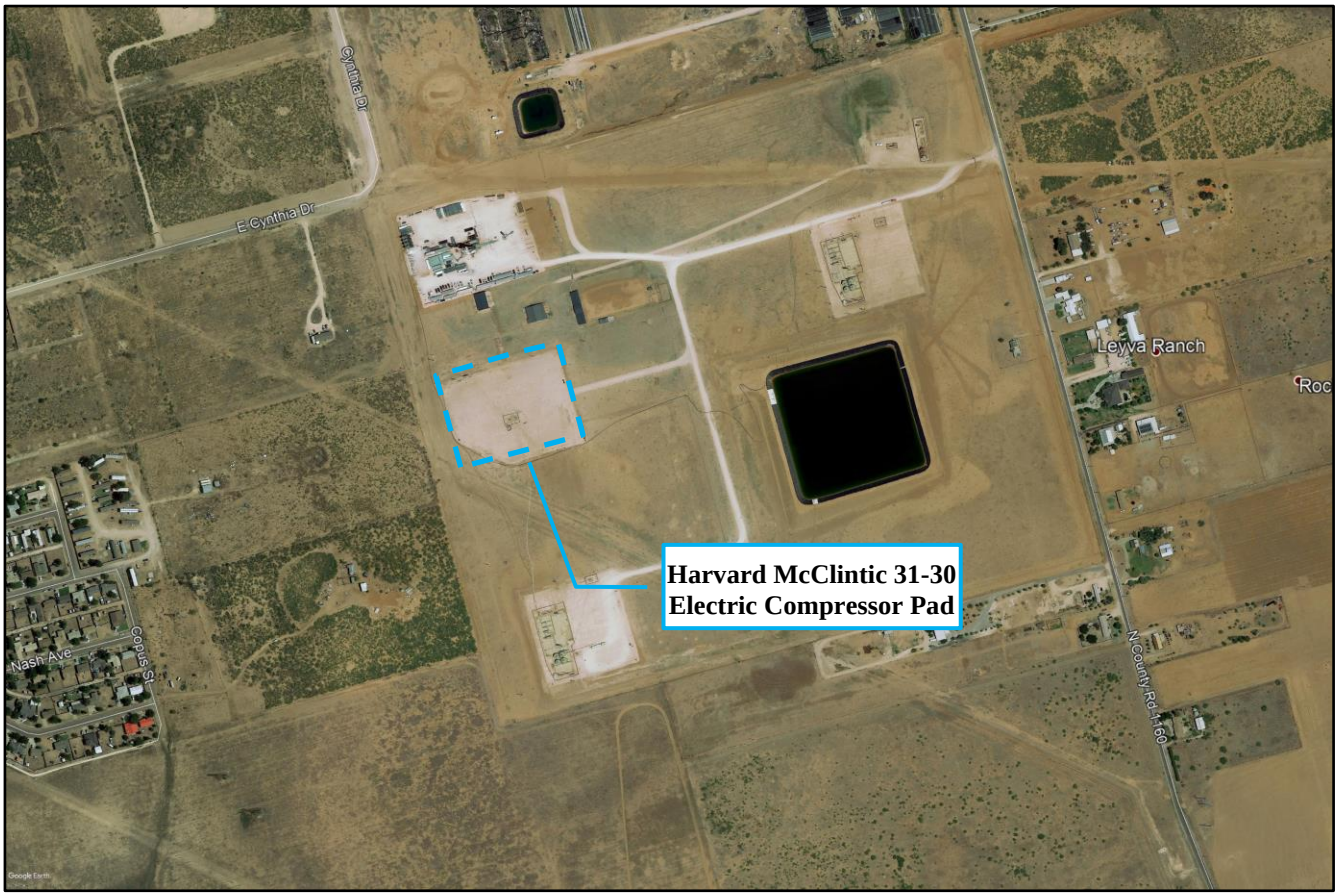


Figure 1-1 Harvard McClintic 31-30 Electric Compressor Pad Location

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

2.1 Environmental Noise

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1.

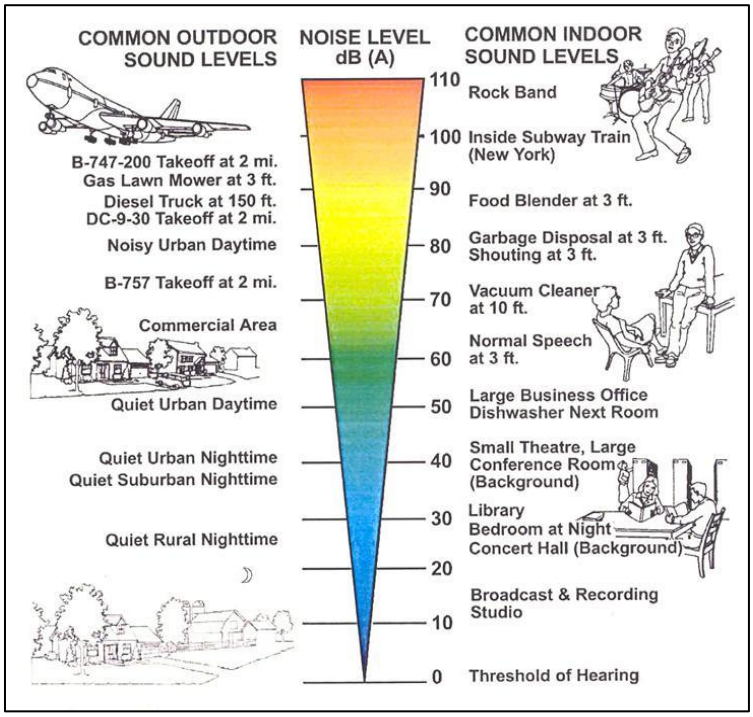


Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.2 Relative Loudness of Environmental Noise

Published data exists describing how humans generally respond to changes in relative loudness. Table 2-1, adapted from the Highway Traffic Noise: Analysis and Abatement Guidance (revised December 2011) published by the Federal Highway Administration, shows typical responses to changes in relative loudness.

Table 2-1 Decibel Changes, Loudness, and Relative Loudness[1]

Sound Level Change	Relative Loudness
0 dB(A)	Reference
-3 dB(A)	Barely Perceptible Change
-5 dB(A)	Readily Perceptible Change
-10 dB(A)	Half as Loud
-20 dB(A)	1/4 as Loud
-30 dB(A)	1/8 as Loud

The table describes reductions in noise levels, but the opposite holds true for increases in noise level.

[1] Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2011

3. Ambient Sound Level Survey

3.1 Ambient Survey Procedure

Two Type 1 Brűel & Kjær Hand-held Analyzer Type 2250 sound level meters were utilized to conduct an ambient sound level survey near the Harvard McClintic 31-30 Electric Compressor site. Each sound level meter conforms to Type 1 as per ANSI S1.4 Specification for Sound Level Meters with a tolerance of approximately ±1.5 dBA. The microphones associated with the sound level meters were placed approximately 5 feet above the ground and at least 10 feet from any reflective surfaces at the locations shown in Figure 1-1. Each sound level meter was calibrated before and after the measurement period. The instrumentation details are presented in Table 3-1.

Table 3-1 Instrumentation Details

Location	Instrument	Manufacturer/Model	Serial Number
1	Sound Level Meter	Brűel & Kjær Hand-held Analyzer Type 2250	2693751
2	Sound Level Meter	Brűel & Kjær Hand-held Analyzer Type 2250	2676043

The sound level monitoring period began on Tuesday, March 19, 2018 with the meters programmed to continuously monitor and record A-weighted sound levels. The monitoring period ended on Wednesday, March 20, 2018.

3.2 Ambient Survey Results

The measured 24-hour average A-weighted sound levels for Location 1 and Location 2 were 64.5 dBA and 53.6 dBA respectively. The A-weighted filter is applied to instrument-measured sound levels in effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements. The measured 24-hour average A-weighted sound levels for Location 1 and Location 2 can be seen in Appendix C -Ambient Data.

The weather was sourced from a nearby weather station (www.wunderground.com) named Woodlawn (KTXMIDLA95) in Midland Texas. The recorded temperatures for the weather station ranged between 72.0 degrees and 44.0 degrees Fahrenheit for the measurement period. Periods of elevated wind speeds above 10 mph occurred on March 20 approximately between 8:54 AM to 11:04 There were no periods of sustained rainfall recorded. The recorded temperature, wind speed, wind direction, and pressure is displayed graphicly in Appendix B -Weather Data.

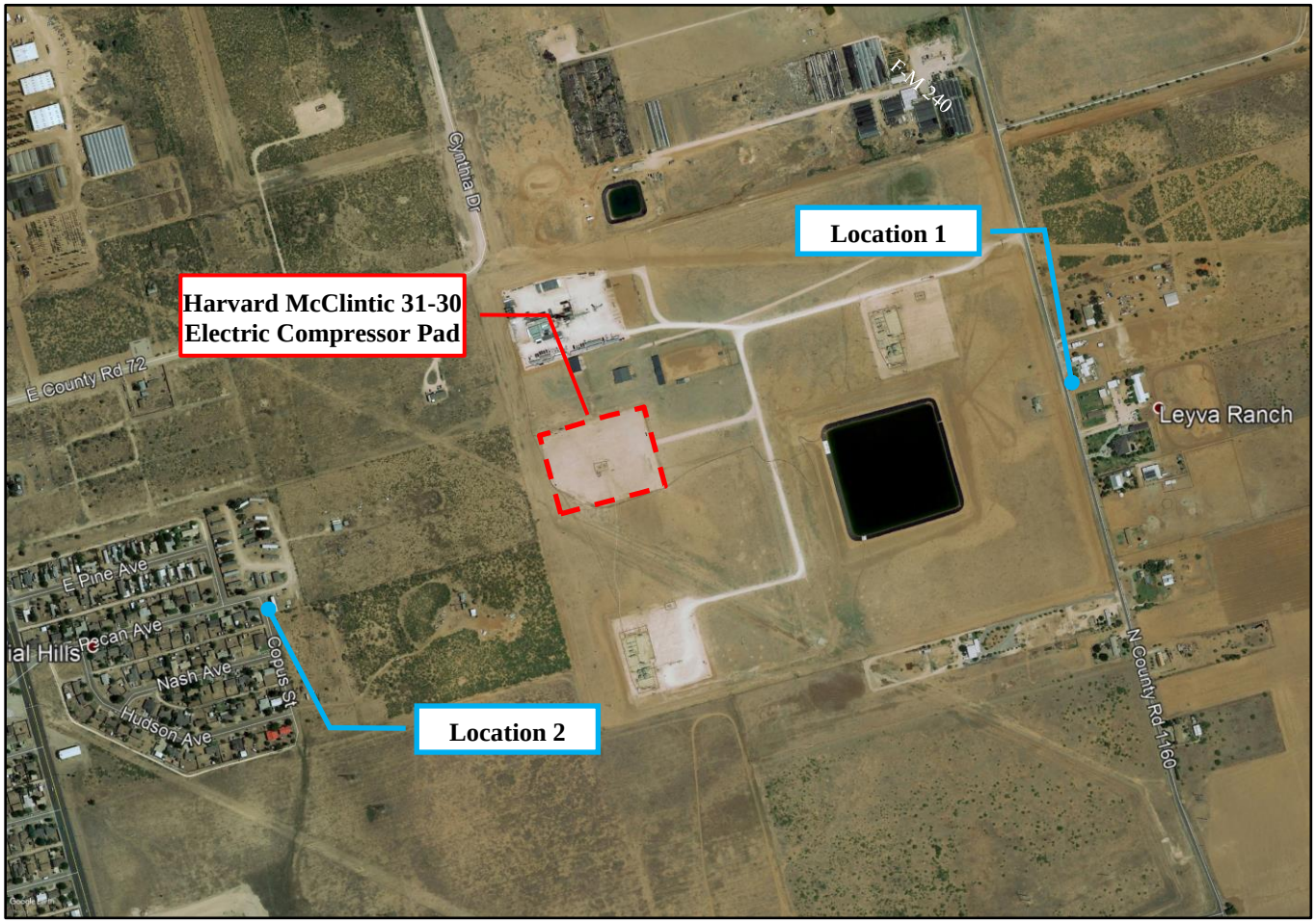


Figure 3-1 Harvard McClintic 31-30 Electric Compressor Monitoring Locations

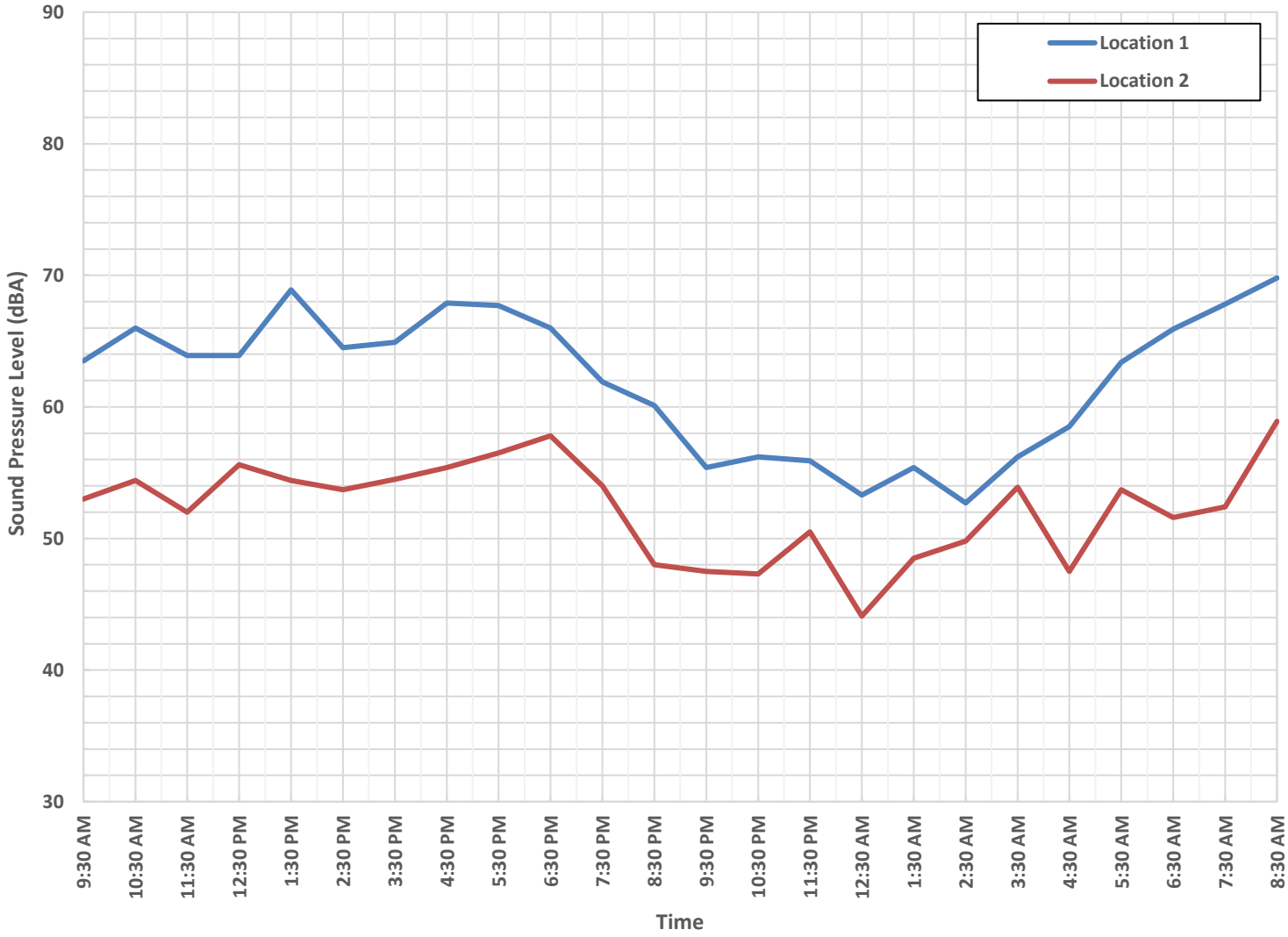


Figure 3-2 24-Hour Ambient Sound Level Survey (Hourly Average dBA Leq)

4. Harvard McClintic 31-30 Electric Compressor Pad Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 8.1 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor. The predicted noise levels represent only the contribution of the compression operations and do not include ambient noise or noise from other facilities. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other facilities, other human activity, or environmental factors.

Sound level data utilized in the compressor model was based on manufacture data of the JGQ-2 Compressor Package. The noise model consists of two JGQ-2 Compressor Packages with the coolers of the compressor units facing southeast. Compressor placement and orientation was coordinated and oriented to minimize noise impact when possible. The predicted modeling results are dependent on equipment and mitigation orientation as indicated. The JGQ -2 compressor package sound power level can be seen in Table 4-1.

Table 4-1 Equipment Sound Power Level (dBA)

Equipment	Quantity	Individual Component Sound Power Level (dBA)
JGQ-2 Engine	1	98.6
JGQ-2 Compressor	1	115.6
JGQ-2 Cooler	1	101.3

4.2 Noise Sensitive Receptors

The noise sensitive receptors have been modeled at the exterior of the nearest occupied structures in the direction of the Harvard McClintic 31-30 Electric Compressor site. The locations of the noise sensitive receptors and surrounding environment can be seen in Figure 4-1.

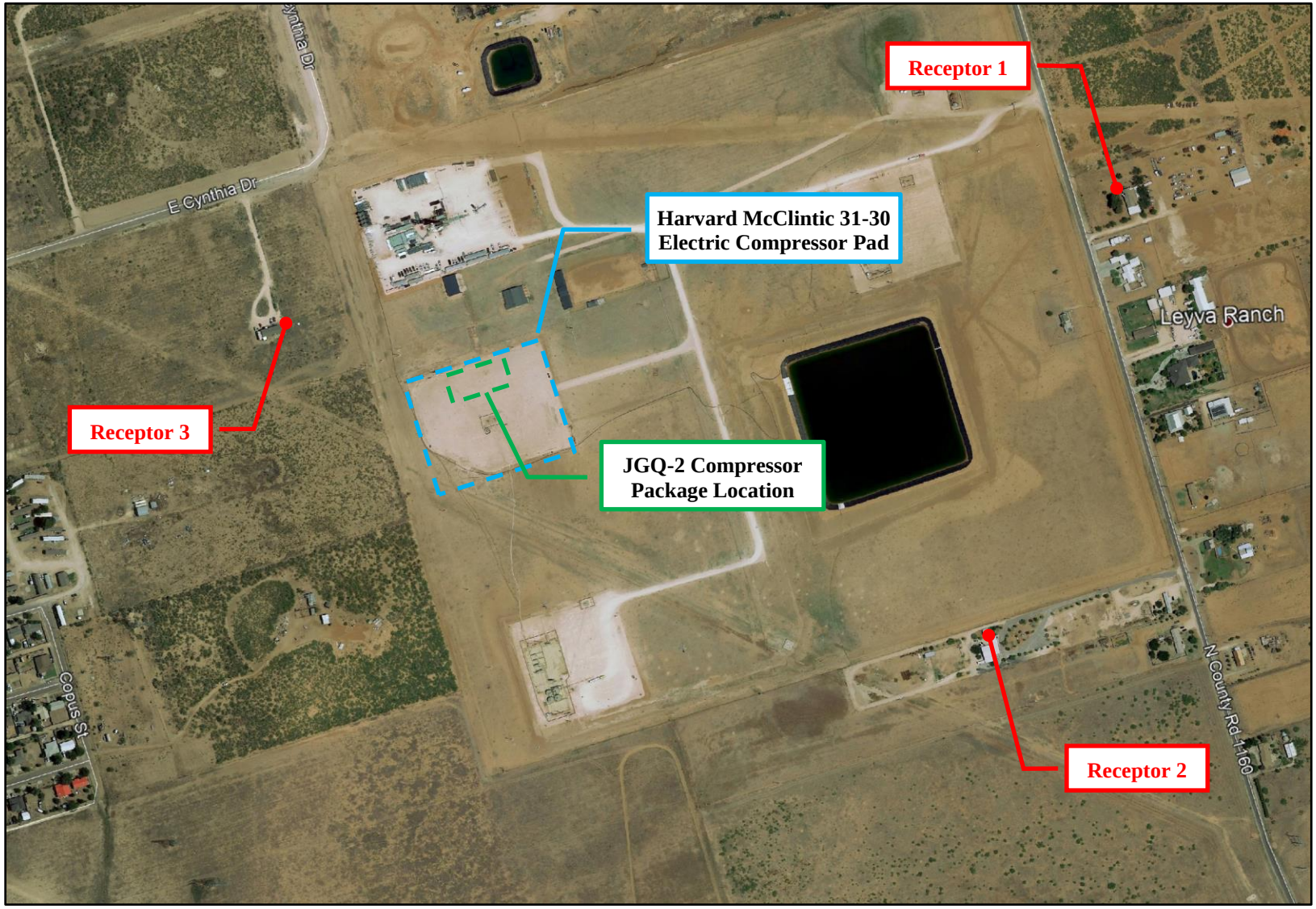


Figure 4-1 Noise Sensitive Receptor Locations

4.3 Unmitigated Noise Modeling Results

The results of the unmitigated noise modeling are presented in Table 4-2. The locations in the table correspond to the locations identified in Figure 4-1. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-2 shows the Unmitigated JGQ-2 Compressor Noise Contour Map in dBA. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Table 4-2 A-Weighted Unmitigated Noise Modeling Results (dBA)

Receptor	Location Description	Representative Ambient	JGQ-2 Compressor
Location 1	2728 North County Road 1160	64.5	39.5
Location 2	1913 North County Road 1160	64.5	41.6
Location 3	Northwest of Harvard McClintic 31-30 Electric Compressor	53.6	50.7

The results of the unmitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 39.5 dBA and 50.7 dBA for compression operations.

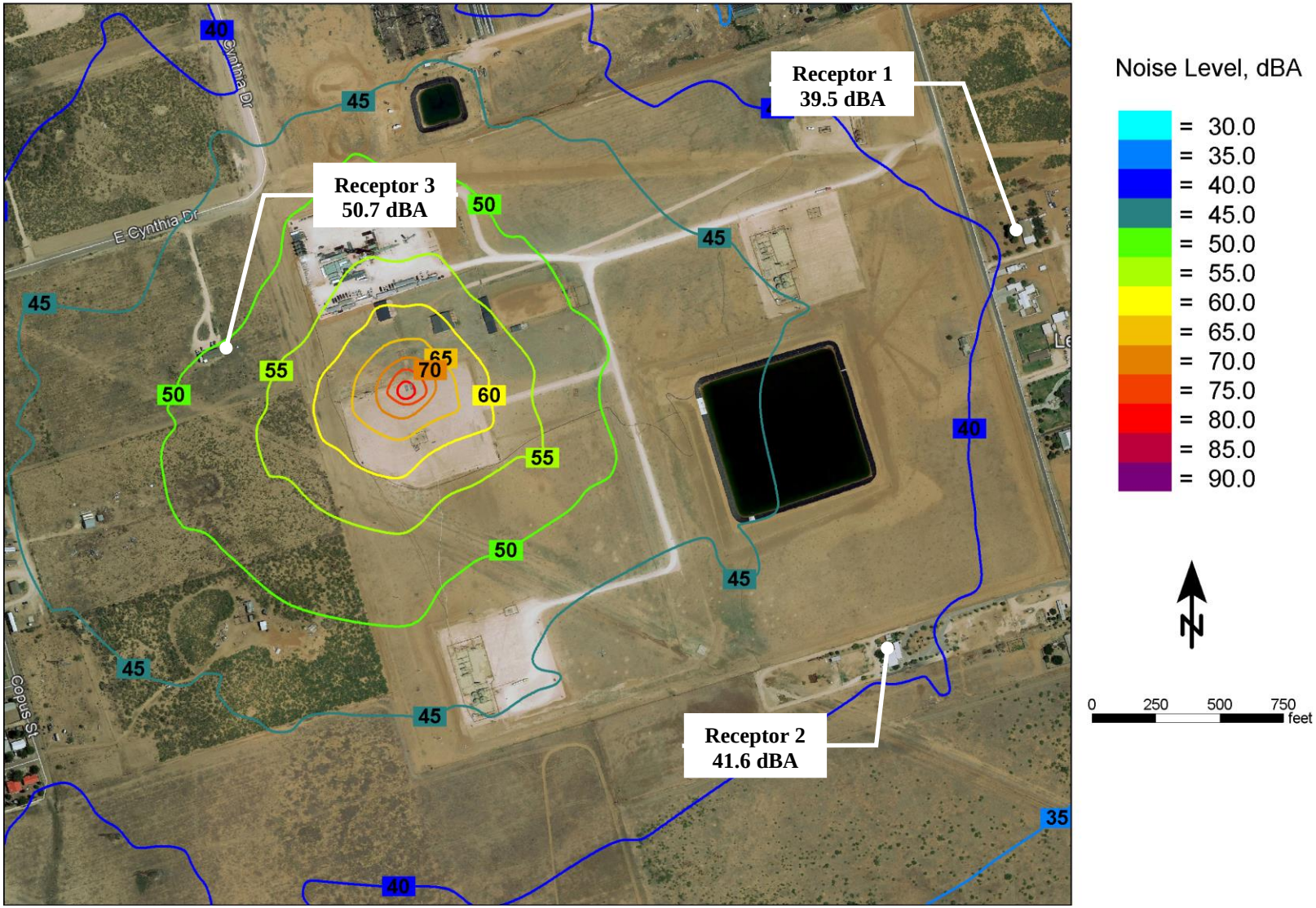


Figure 4-2 Two JGQ-2 Compressor Packages Unmitigated Noise Contour Map (dBA)

4.4 JGQ-2 Compressor Packages Mitigation Recommendations

Noise mitigation for the two JGQ-2 Compressor Packages operations has been included in the modeling to reduce noise levels in the surrounding environment. The noise mitigation included in the modeling is described below:

- A total of 40 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical wall installed on the west and north perimeter of the compressor packages.

The layout for the mitigation scenario is shown in Figure 4-3.



Figure 4-3 JGQ-2 Compressor Packages Mitigation Layout

4.5 Mitigated Noise Modeling Results

The results of the mitigated noise modeling are presented in Table 4-3. The locations in the table correspond to the locations identified in Figure 4-1. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-4 shows the Mitigated JGQ-2 Compressor Noise Contour Map in dBA. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Table 4-3 A-Weighted Mitigated Noise Modeling Results (dBA)

Receptor	Location Description	Representative Ambient	JGQ-2 Compressor
Location 1	2728 North County Road 1160	64.5	39.5
Location 2	1913 North County Road 1160	64.5	41.6
Location 3	Northwest of Harvard McClintic 31-30 Electric Compressor	53.6	44.0

The results of the mitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 39.5 dBA and 43.2 dBA for compression operations and are significantly below the measured ambient sound levels.

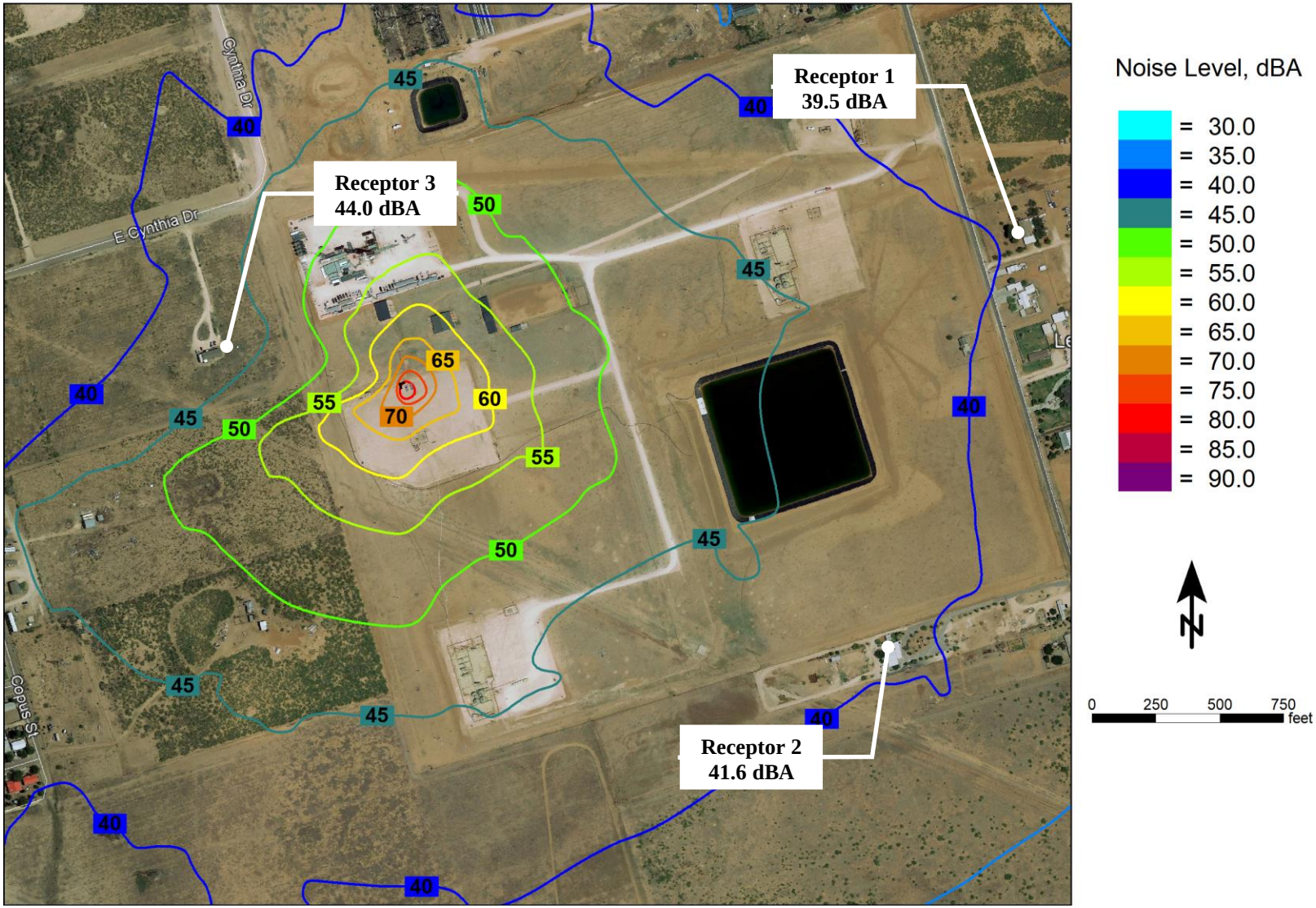


Figure 4-4 Two JGQ-2 Compressor Packages Mitigated Noise Contour Map (dBA)

5. Conclusion

A noise model representing the proposed operations at the Harvard McClintic 31-30 Electric Compressor pad was created to assess the predicted operational noise levels associated with compressor operations. The results of the unmitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 39.5 dBA and 50.7 dBA for compression operations.

Noise mitigation for the two JGQ-2 Compressor Packages operations was included in the modeling to reduce noise levels in the surrounding environment. T The results of the mitigated noise modeling indicate that the operational sound pressure levels at the nearest residences adjacent to the site range between 39.5 dBA and 44.0 dBA for compression operations and are significantly below the measured ambient sound levels.



Appendix A - Glossary of Acoustical Terms

Ambient Noise
The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level
See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)
The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound ina way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC
The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)
A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)
A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level
The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)
The basic unit of measurement for sound level.

Direct Sound
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence
The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis
This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.

Equivalent-Continuous Sound Level (Leq)
The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response
A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIC)
A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)
A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission
The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency
The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)
The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)
A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise
The noise that results when two objects collide.

Impulse Noise
Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss
The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.

Inverse Square Law
A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level
Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L_{50} is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L_{50} would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking
The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax)
The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction
The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)
A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave
The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level
For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave
The frequency interval between two sounds whose frequency ratio is 2^(1/3). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)
A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk)
The maximum instantaneous sound level during a stated time period or event.

Pink Noise
Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source
A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)
An instrument for the determination of a sound spectrum.

Receiver
A person (or persons) or equipment which is affected by noise.

Reflected Sound
Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation
The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption
The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response
A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound
A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient
A measure of the sound-absorptive property of a material.

Sound Insulation
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)
An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level
A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level
A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)
A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room
A room that contains a noise source or sources

Spectrum
The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine
A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone
A sound with a distinct pitch

Transmission Loss (TL)
A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise
Noise that has approximately equal intensities at all frequencies.

Windscreen
A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

Appendix B - Weather Data

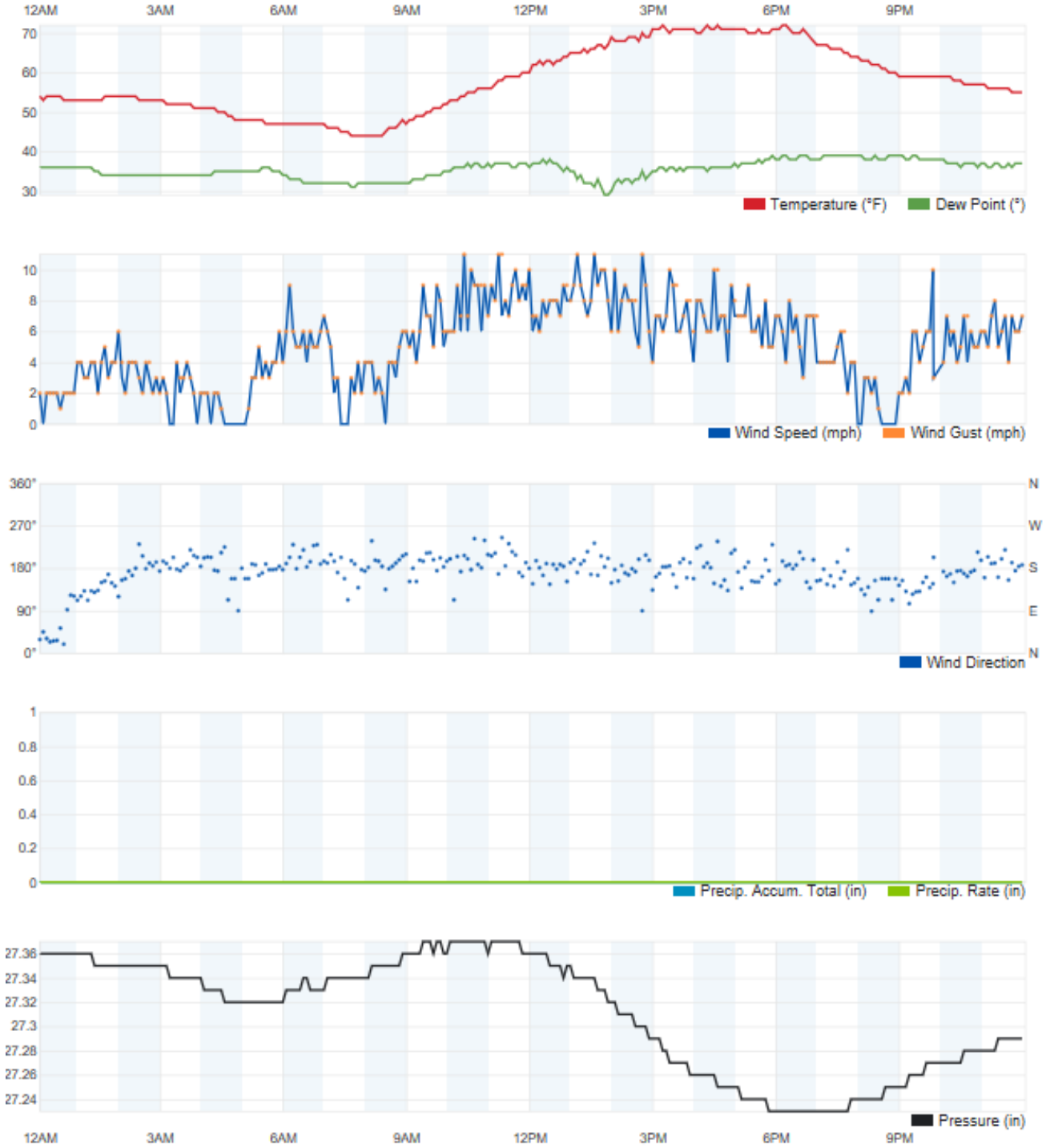


Figure B-1 Weather History for Woodlawn Weather Station March 19, 2019 (Midland, Texas)

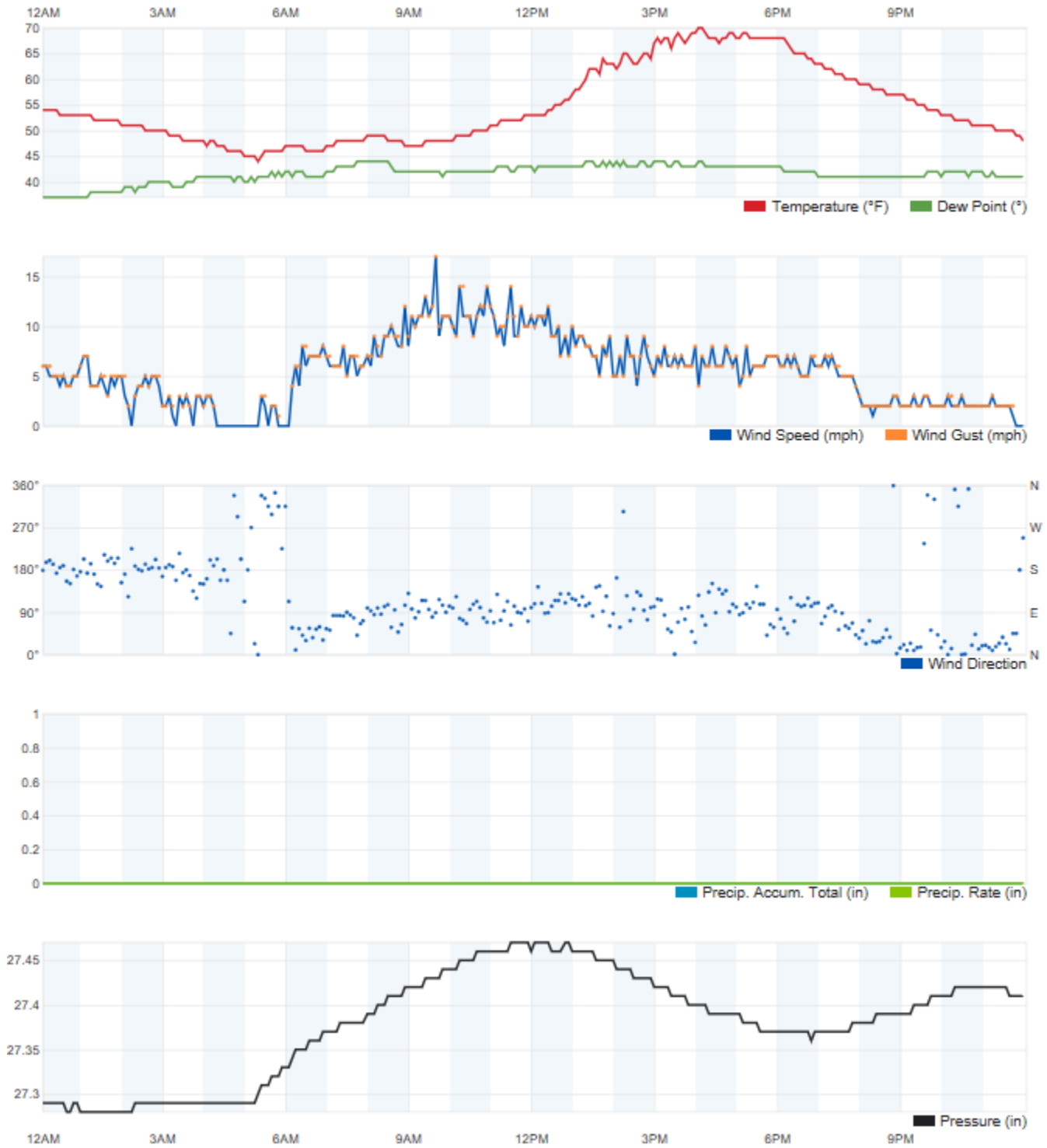


Figure B-2 Weather History for Woodlawn Weather Station March 20, 2019 (Midland, Texas)

Appendix C - Ambient Data

Table C-1 Recorded Hourly Average Ambient Sound Levels 3/19/2019 - 3/20/2019 (1-hr dBA L_{eq})

Time	Location 1 (1- hr dBA L_{eq})	Location 2 (1- hr dBA L_{eq})
9:30 AM	63.5	53.0
10:30 AM	66.0	54.4
11:30 AM	63.9	52.0
12:30 PM	63.9	55.6
1:30 PM	68.9	54.4
2:30 PM	64.5	53.7
3:30 PM	64.9	54.5
4:30 PM	67.9	55.4
5:30 PM	67.7	56.5
6:30 PM	66.0	57.8
7:30 PM	61.9	54.0
8:30 PM	60.1	48.0
9:30 PM	55.4	47.5
10:30 PM	56.2	47.3
11:30 PM	55.9	50.5
12:30 AM	53.3	44.1
1:30 AM	55.4	48.5
2:30 AM	52.7	49.8
3:30 AM	56.2	53.9
4:30 AM	58.5	47.5
5:30 AM	63.4	53.7
6:30 AM	65.9	51.6
7:30 AM	67.8	52.4
8:30 AM	69.8	58.9
24-hour Average dBA L_{eq}	**64.5**	**53.6**

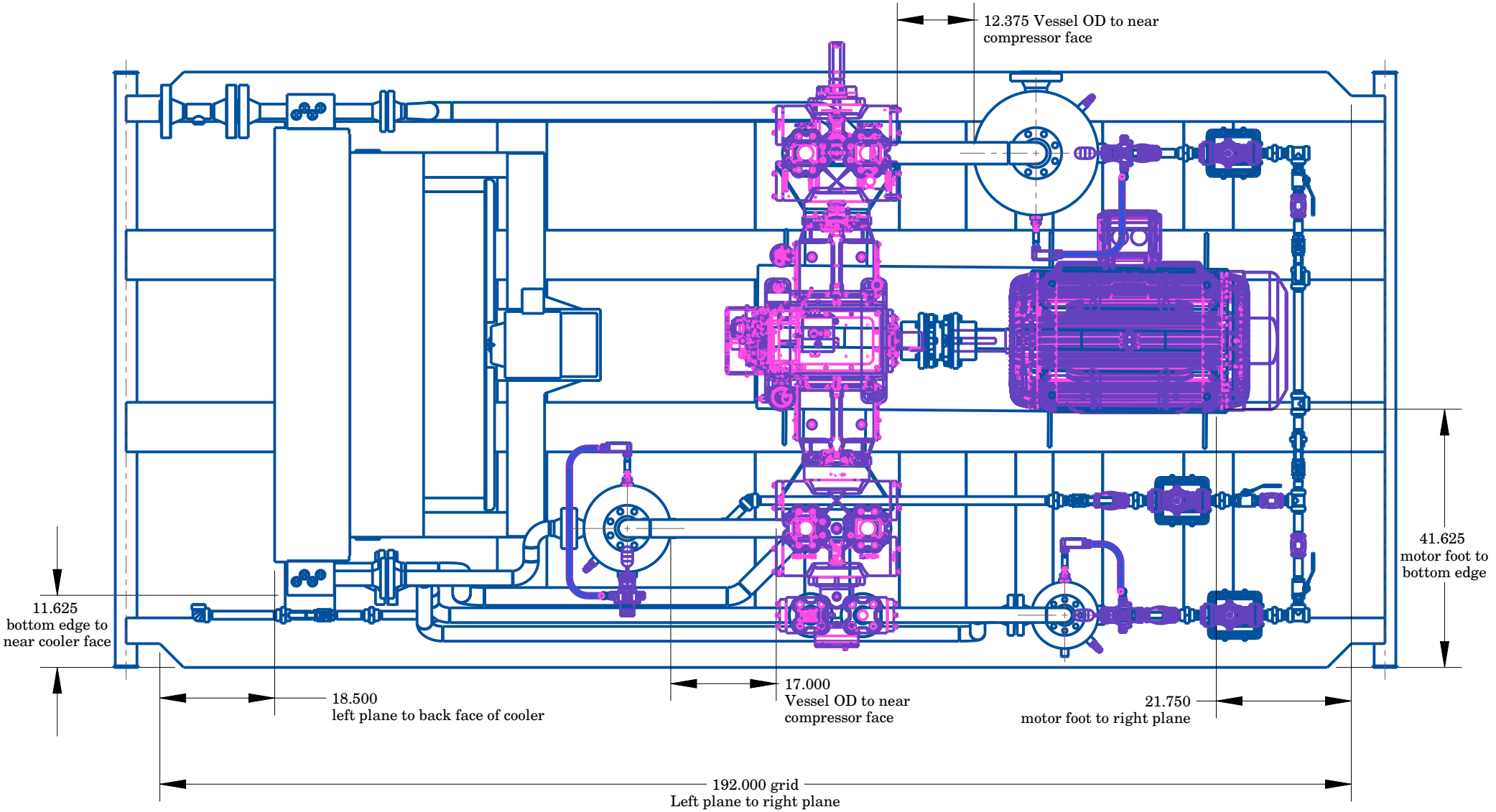
Exhibit C
Compressor Size and Specs

The following are the specifications for each proposed compressor:

Electric 200HP, 3-Stage

Each Electric Powered Compressor:

a. The physical size of the compressor: **Height-88", Length-200", Width-100"**
b. The power source of the compressor: **Existing Oncor power; Compressor will replace ESP**
c. The horsepower of the compressor: **200HP**
d. The noise of the compressor: **See Acoustic Impact Study**
e. The manufacturer of the compressor: **Fossil Manufacturing**



Note: 1. The component layout was done before the skid was designed in order to maximize efficiency and stability.
2. The components were placed on a 16 ft x 8 ft grid. That grid starts where the outside runners have an angled cut. This is referenced as "Plane", either left or right.

PACKET

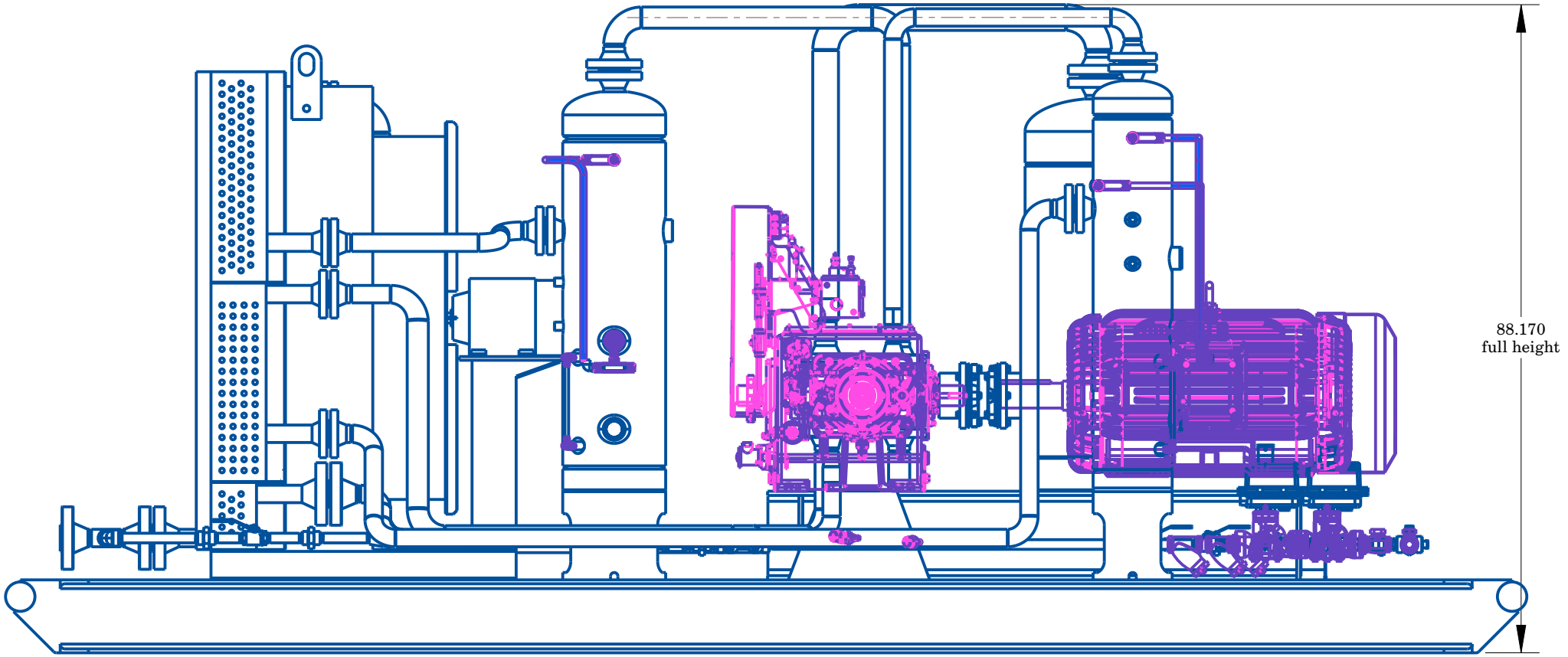
37.125

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Units Top				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045			in	

November 17, 2020

Front



Note: 1. The axis of each pipe connected to the top of each vessel is in line with the others. (3 total for 3 vessels).

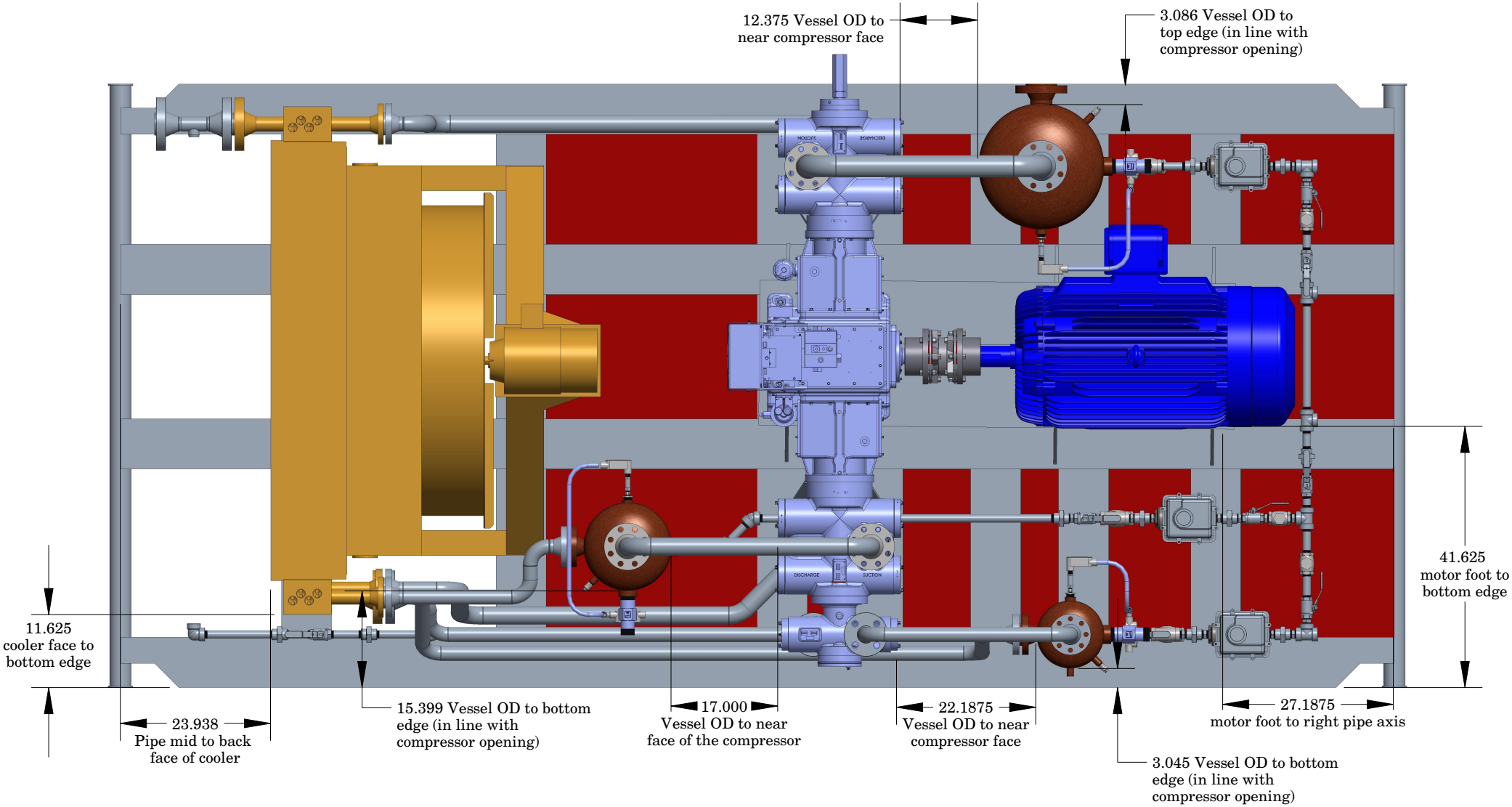
PACKET

37.126

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Package Front				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.050			in	

November 17, 2020



Note: 1. Back edge of 10" Vessel is in line with back edge of 20" Vessel.
2. Same as sheet 1, just color coded.

PACKET

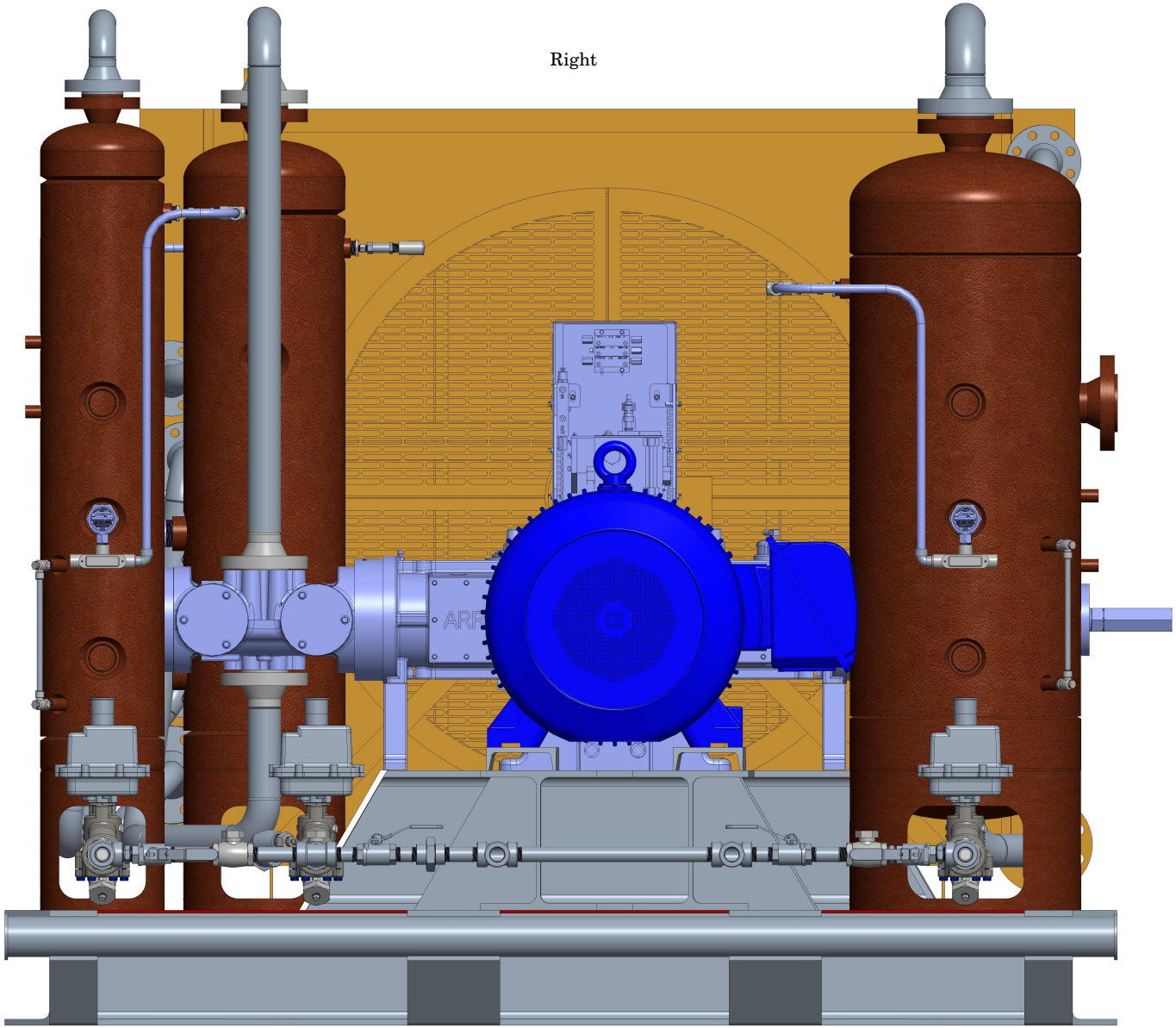
37.127

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Unit				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045			in	

November 17, 2020

Right



PACKET

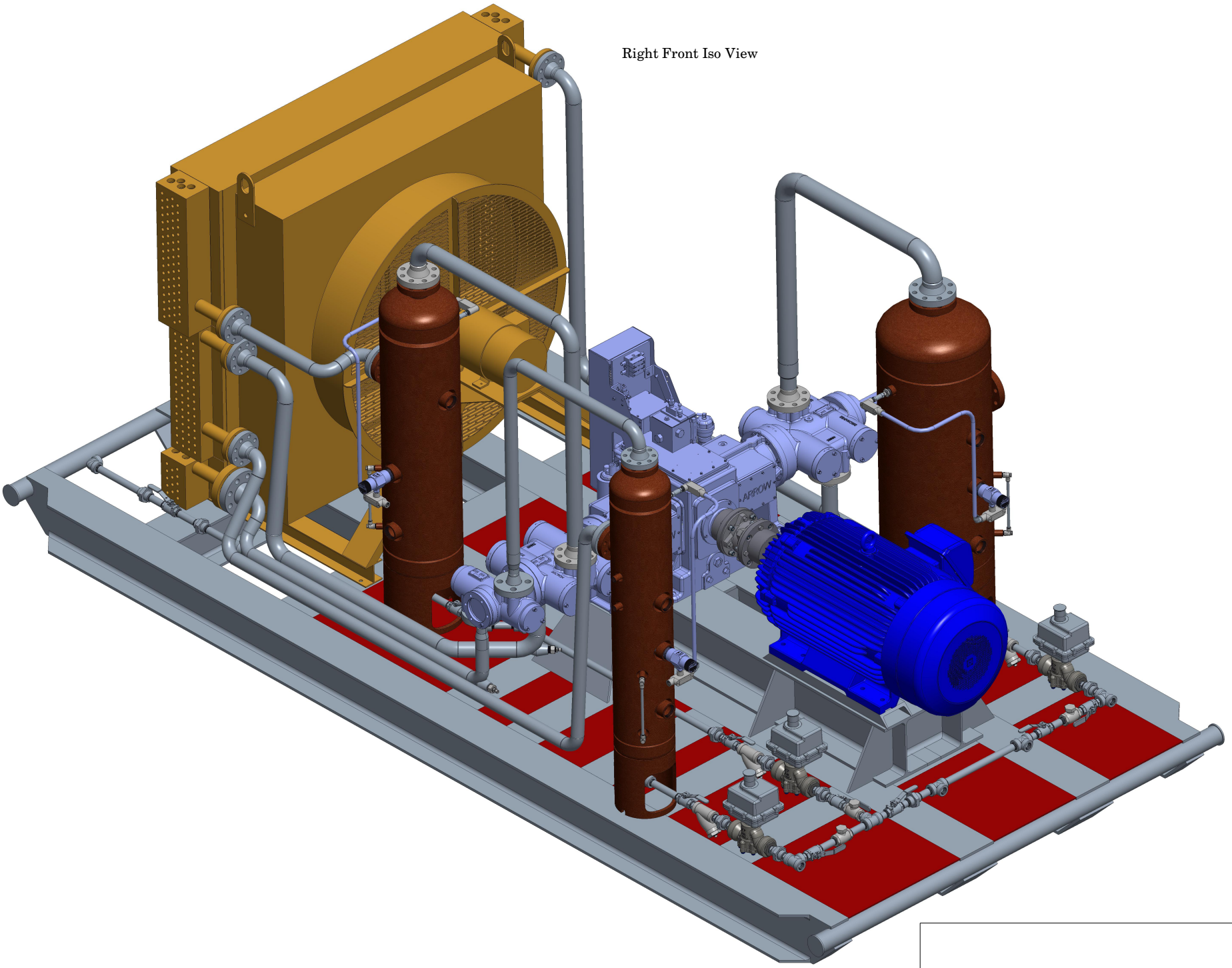
37.128

November 17, 2020

FOSSIL MANUFACTURING

PART				DATE
200 HP 3-Stage Package Right View				4/23/20
SCALE	QTY	MATERIAL	UNIT	CLASS
0.070				

Right Front Iso View

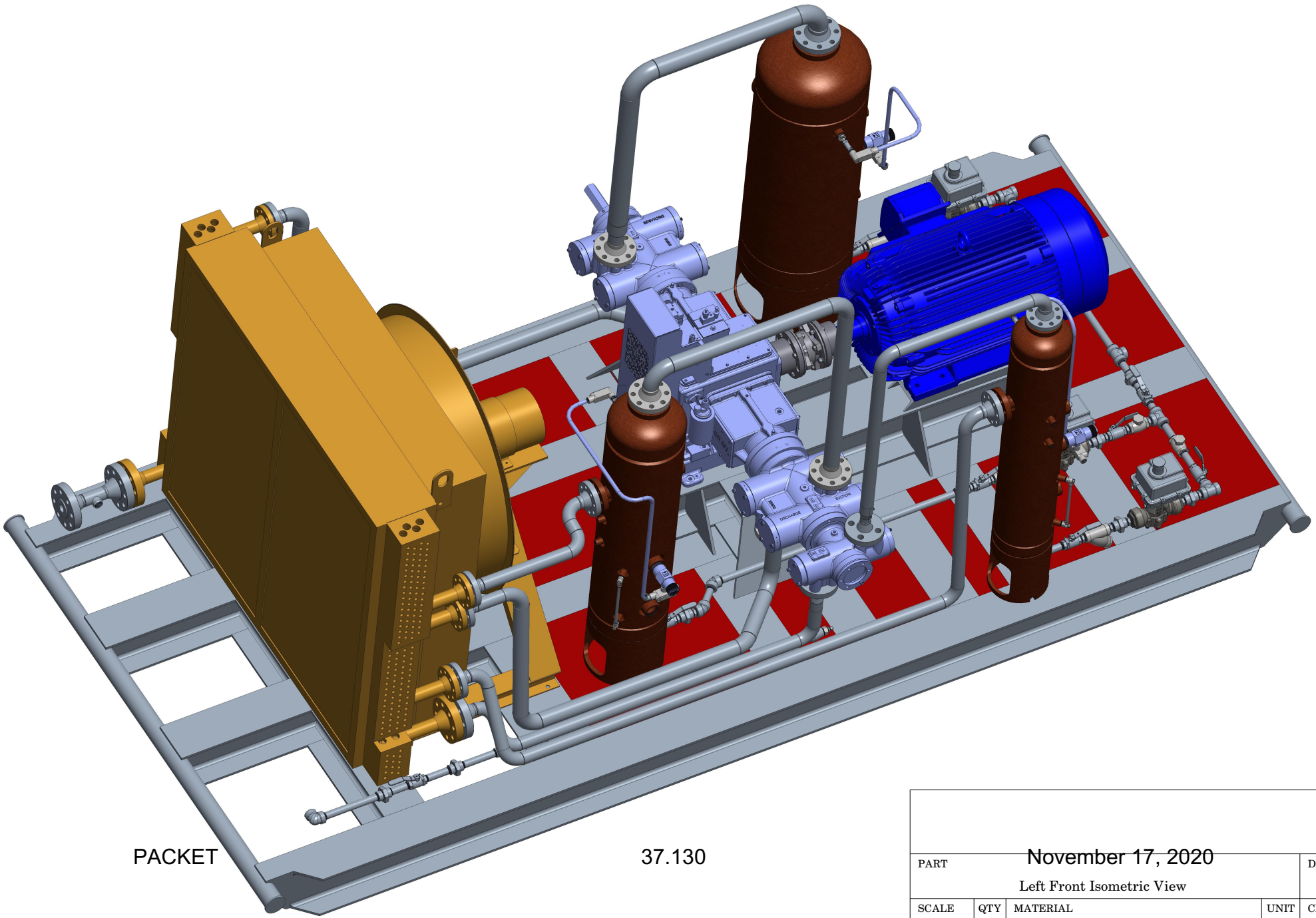


PACKET

37.129

PART				DATE
Right Front Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

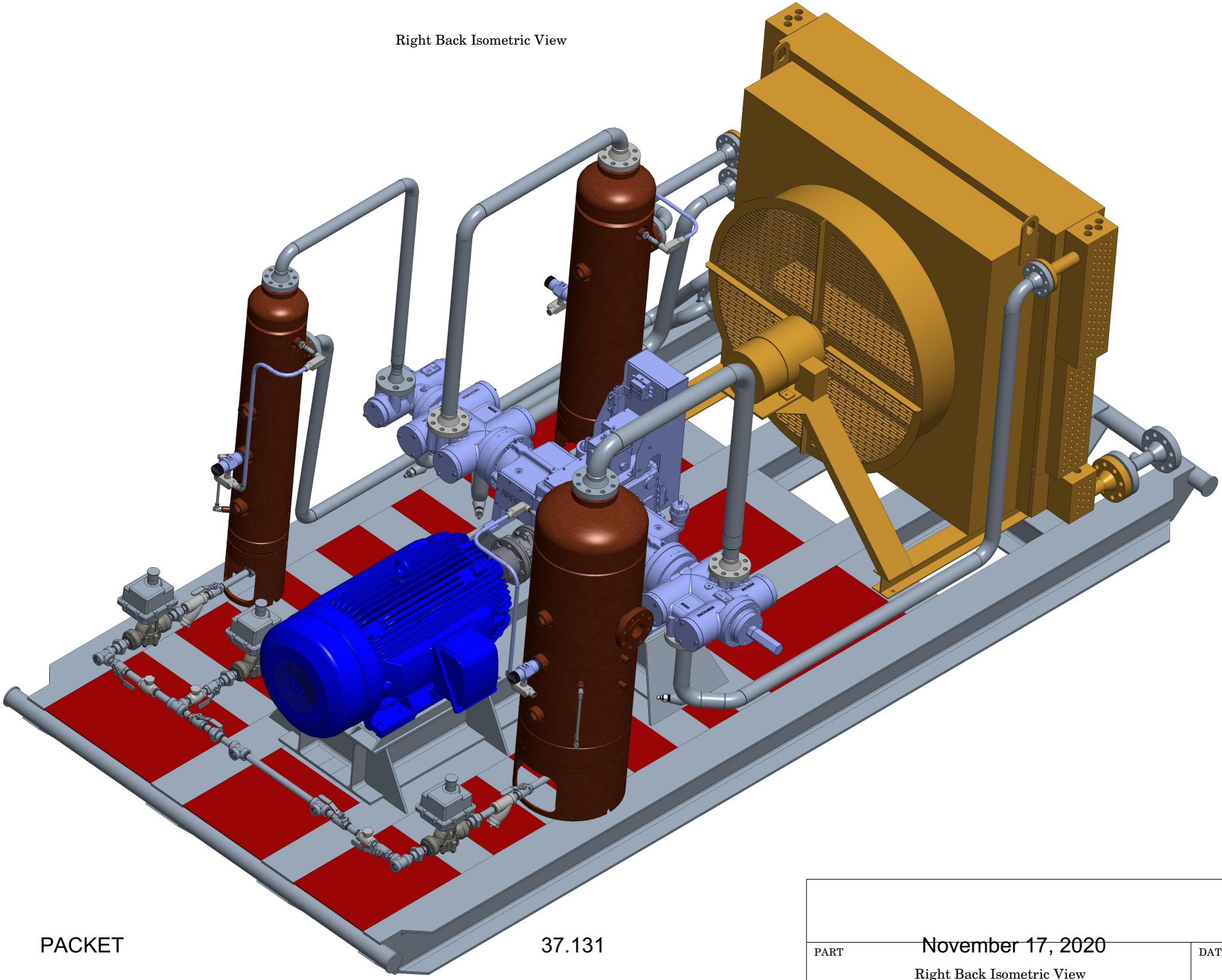
Left Front Iso View



PACKET 37.130

PART				DATE
Left Front Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

Right Back Isometric View

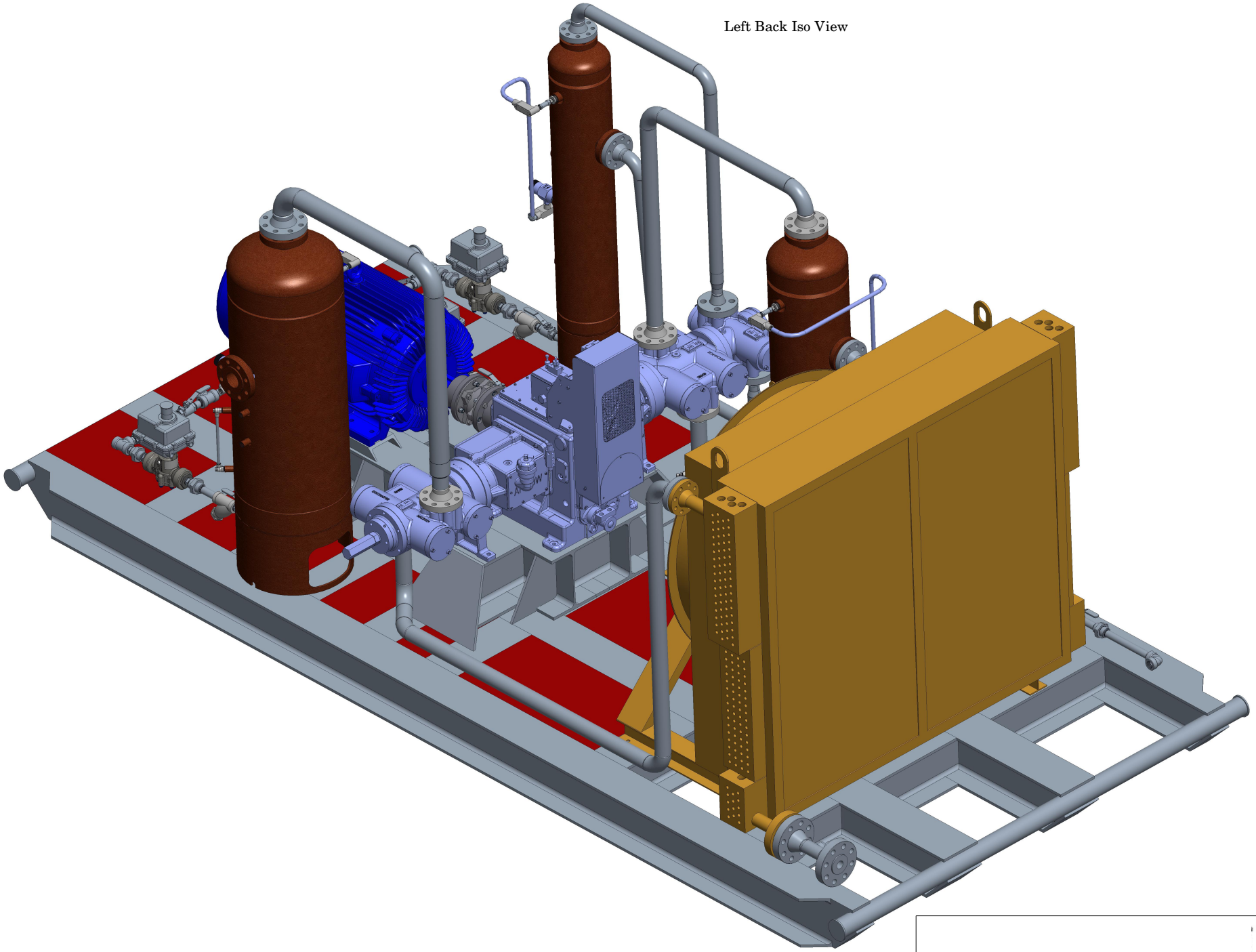


PACKET

37.131

PART		November 17, 2020		DATE
Right Back Isometric View				
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				

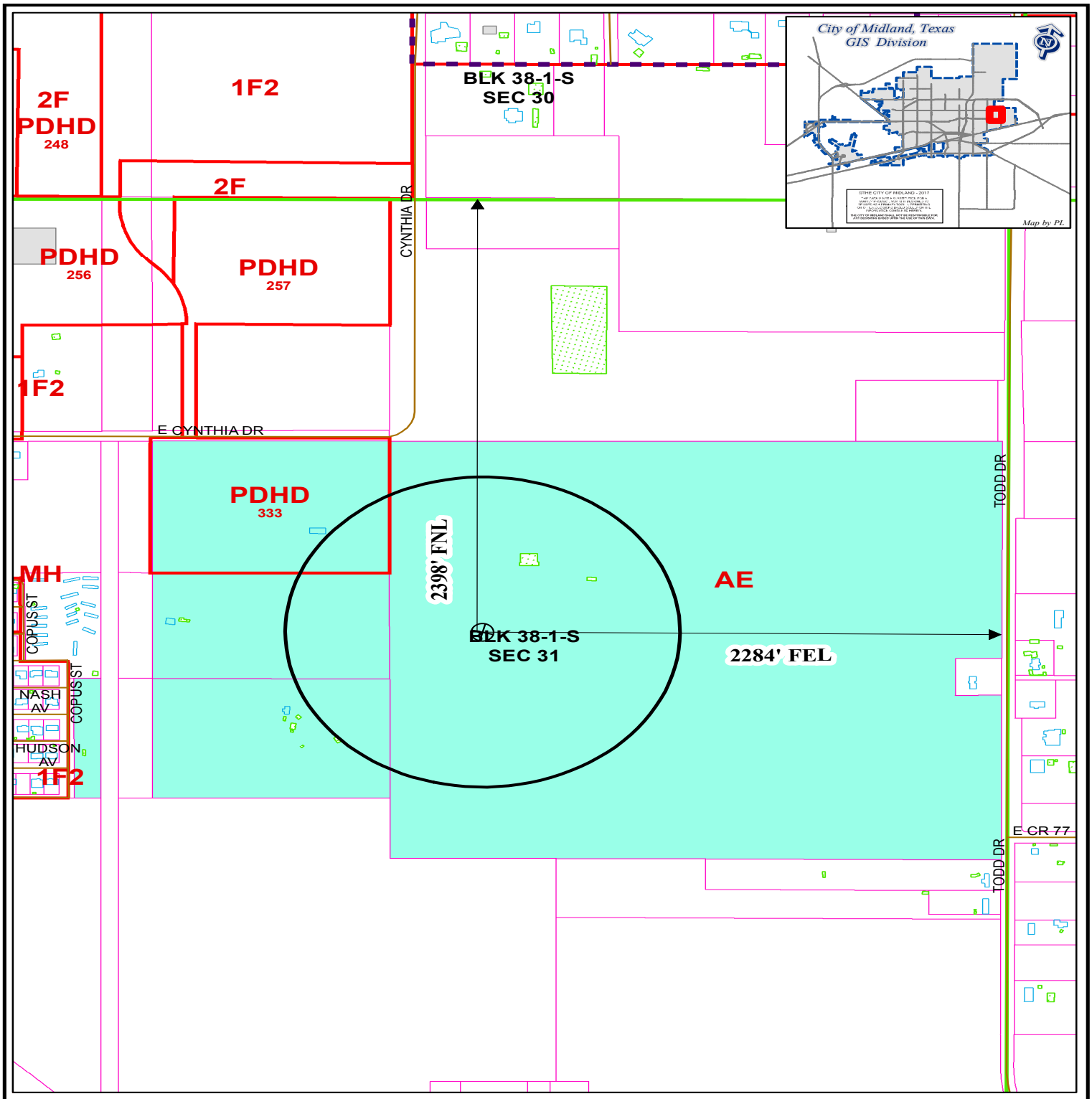
Left Back Iso View



PACKET

37.132

PART				DATE
Left Back Isometric View				November 17, 2020
SCALE	QTY	MATERIAL	UNIT	CLASS
0.045				



LOCATION AND ZONING MAP

Oil - 013779 - 2017 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2398' FNL and 2284' FEL, Section 31, Block 38, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1082 feet south of East Cynthia Dr. extension and 2284 feet west of Todd Drive.

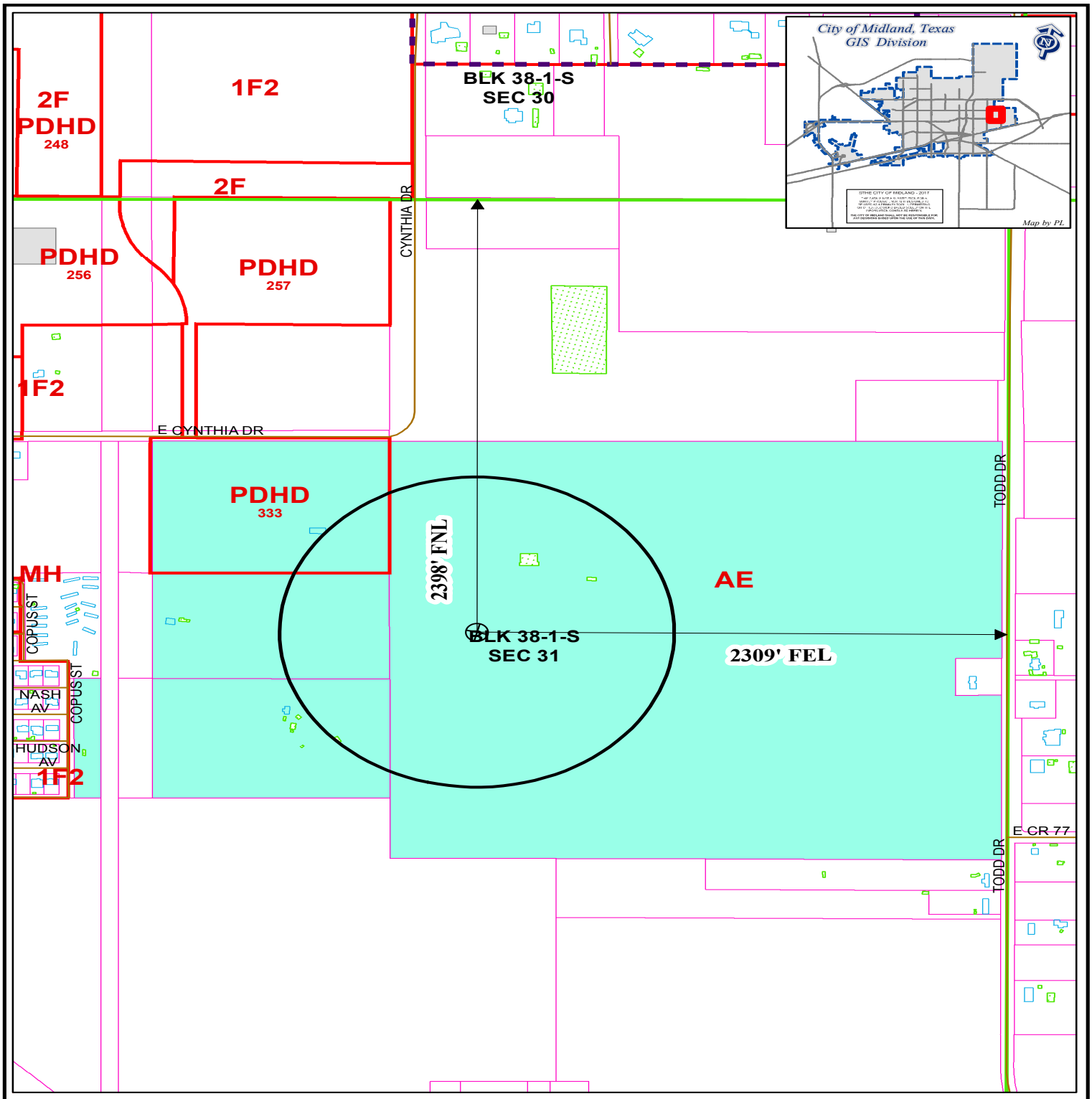
Harvard McClintic 31-30 #151

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



LOCATION AND ZONING MAP

Oil - 013778 - 2017 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2398' FNL and 2309' FEL, Section 31, Block 38, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1082 feet south of East Cynthia Dr. extension and 2309 feet west of Todd Drive.

Harvard McClintic 31-30 #252

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

City Council Meeting

Item Number: 38

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Robert Patrick, Interim City Manager

Subject: AN ORDINANCE DIRECTING OWNERS AND OPERATORS OF COMMERCIAL ENTITIES, BUILDINGS, AND OTHER ENCLOSED SPACES THAT ARE OPEN TO THE PUBLIC TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (CITY MANAGER'S OFFICE)

Purpose:

Mayor Payton requested this item that would require an owner or operator of a business to post notices at all public entrances, to prohibit entry of an individual who isn't wearing a face covering, and to verbally notify an individual inside the business who isn't wearing a face covering that the individual must either wear a face covering or leave.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

None.

Discussion:

The ordinance would require an owner or operator of a business to post notices at all public entrances, to prohibit entry of an individual who isn't wearing a face covering, and to verbally notify an individual inside the business who isn't wearing a face covering that the individual must either wear a face covering or leave. An owner or operator who fails to do these things, or fails to ensure that his or her agents or employees do them, commits an offense punishable by a fine of up to $500.00. The ordinance will terminate and be of no further force or effect on

a date to be established by resolution of the City Council; provided, however, that if no such resolution is adopted by the City Council on or before January 15, 2021, the ordinance will terminate and be of no further force or effect at 11:59 p.m. on January 15, 2021.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE DIRECTING OWNERS AND OPERATORS OF COMMERCIAL ENTITIES, BUILDINGS, AND OTHER ENCLOSED SPACES THAT ARE OPEN TO THE PUBLIC TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, numerous cases of COVID-19, which is a respiratory illness caused by the novel coronavirus designated SARS-CoV-2, have been reported in the City of Midland; and

WHEREAS, many cases of COVID-19 result in mild symptoms or no symptoms, enabling SARS-CoV-2 to be carried and transmitted by individuals who appear to be healthy; and

WHEREAS, many cases of COVID-19 have resulted in damage to bodily organs and death; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas issued a proclamation declaring a state of disaster for all counties in Texas due to the imminent threat posed by COVID-19, and the disaster declaration remains in effect today, having been renewed multiple times by the Governor; and

WHEREAS, the Centers for Disease Control and Prevention and the Texas Department of State Health Services recommend that individuals wear face coverings over their noses and mouths in order to slow the spread of SARS-CoV-2; and

WHEREAS, on July 2, 2020, the Governor issued Executive Order No. GA-29, which, subject to certain exceptions, requires every person in Texas to "wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household"; and

WHEREAS, Midland Memorial Hospital and other hospitals throughout West Texas are being inundated with patients suffering from COVID-19; and

WHEREAS, the City Council finds that it is in the interest of the health and safety of the public to direct owners and operators of commercial entities, buildings, and other enclosed spaces that are open to the public to require individuals to wear face coverings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. ***Definitions.*** As used in this ordinance:

A. *Business* means a commercial entity, building, or other enclosed space, including a motor vehicle, that is open to the public.

B. *Face covering* means a mask or face covering of a type recommended by the Centers for Disease Control and Prevention or the Texas Department of State Health Services for the purpose of slowing the spread of the virus that causes COVID-19.

C. *Operator* means a manager or other person who has decision-making authority over the maintenance or operation of a business.

D. *Owner* means a person or entity who owns a business, or an agent who is authorized to act on behalf of such person or entity. A person or entity identified as the owner of real property in the records of an appraisal district shall be deemed to be an owner of a business located on the real property.

SECTION TWO. ***Business regulations.*** Each owner and operator of a business (i) shall maintain and operate the business in accordance with the requirements of this Section and (ii) shall ensure that all agents and employees who assist with the maintenance and operation of the business do so in accordance with the requirements of this Section.

A. *Notice.* At each public entrance to a business, a notice informing individuals who enter that a face covering must be worn shall be prominently posted. The

language of the notice shall be deemed sufficient if it is substantially similar to the following: "FACE COVERING REQUIRED."

B. *Face covering required.*

1. Except as otherwise provided in this Subsection B, every individual located in a business shall be required to wear a face covering over the individual's nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household.

2. An individual need not be required to wear a face covering if:

a. the individual is younger than 10 years of age;

b. the individual has a medical condition or disability that prevents the individual from wearing a face covering;

c. the individual is consuming food or drink, or is seated for the purpose of consuming food or drink;

d. the individual is driving alone or with passengers who are part of the same household as the driver;

e. the individual is obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal care service involving the face, but only to the extent necessary for the temporary removal;

f. the individual is swimming;

g. the individual is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;

h. the individual is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged; or

i. the individual is giving a speech for a broadcast or to an audience.

3. This Subsection B does not prohibit owners and operators of businesses from imposing stricter face covering requirements than those contained herein.

C. *Prohibited entry.* An individual who is not wearing a face covering in accordance with Subsection B above shall be prohibited from entering a business.

D. *Verbal notice.* An individual located in a business who is not wearing a face covering in accordance with Subsection B above shall be verbally notified that the individual must either wear a face covering over the individual's nose and mouth or leave the business.

SECTION THREE. ***Penalty; culpable mental state not required.***

A. An owner or operator of a business who violates a provision of Section Two shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00.

B. An owner or operator of a business commits a separate and distinct offense for each separate violation of a provision of Section Two. Each day that an owner or operator maintains or operates a business in violation of the notice requirement of Section Two A shall constitute a separate and distinct violation.

C. Evidence of a culpable mental state is not required to prove a criminal offense under this ordinance. It is hereby declared that, for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FOUR. That in accordance with applicable state laws and executive orders issued by the Governor of the State of Texas, the Midland Police Department is authorized to enforce trespassing laws and remove an individual from a business at the request of an owner or operator of the business.

SECTION FIVE. That this ordinance shall terminate and be of no further force or effect on a date to be established by resolution of the City Council; provided, however, that if no such resolution is adopted by the City Council on or before January 15, 2021, this ordinance shall terminate and be of no further force or effect at 11:59 p.m. on January 15, 2021.

SECTION SIX. That the provisions of any ordinance which are 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 SEVEN. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. That 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 five hundred dollars ($500.00) pursuant to State law. The definition of all offenses under this ordinance does not require a culpable mental state. The definition of all offenses under this ordinance plainly dispenses with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared, that for all offenses under this ordinance, that the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION NINE. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 39

Meeting Date: November 17, 2020

To: City Council / City Manager

From: Robert Patrick, Interim City Manager

Subject: RESOLUTION ADDING ONE (1) REGULAR CITY COUNCIL MEETING ON NOVEMBER 23, 2020, TO THE CITY COUNCIL MEETINGS SCHEDULED FOR THE 2020 CALENDAR YEAR (CITY MANAGER'S OFFICE)

Purpose:

This meeting will establish a regular council meeting for November 23rd, 2020, to discuss various agenda items.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

Agenda items will be discussed.

City Manager's Office

RESOLUTION NO.

RESOLUTION ADDING ONE (1) REGULAR CITY COUNCIL MEETING ON NOVEMBER 23, 2020, TO THE CITY COUNCIL MEETINGS SCHEDULED FOR THE 2020 CALENDAR YEAR

WHEREAS, the City of Midland finds it to be in the public interest to add one (1) regular City Council meeting on November 23, 2020, to the City Council meetings scheduled for the 2020 calendar year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT one (1) regular City Council meeting on November 23, 2020, is hereby added to the City Council meetings scheduled for the 2020 calendar year.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
November 17, 2020

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand “Chip” Smith	09/18	Sept 30 2021	Sept 30 2024
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 2026

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert “Robin” Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)

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

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	06/18

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
Kate Williamson	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
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

Lori Blong (Council Liasion)

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	Appt. Date
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh “Andy” Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Elaine Bedell	04/20	Jan 14 2023	Jan 14 2026

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)
(3 Non Voting Members)

	Appt Date
Wes Perry	05/12
Gary Harris	05/12
Wayne Merritt	05/12

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 2 even & 3 odd.)

Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Dennis Bade	09/12	Oct 2022

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership - 6; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Westmoreland)	06/18*	Sept 30 2020	Sept 30 2022
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2022
Iris Foster	06/18*	Sept 30 2022	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
John Norman	07/20	Sept 30 2022	Sept 30 2024

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026

Tina Juaz (Liaison)

John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Larry Edgerton (City)	07/10*	June 2021
Ryan Peckham (City)	08/20	June 2022

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. “Andy” Shaffer	09/05

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
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

ALTERNATES:

Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/20	Sept 30 2323	Sept 30 2026

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
Matthew Wallace	07/15*	Sept 30 2020	Sept 30 2020
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2021	Sept 30 2023
VACANT (Rittenhouse)	02/19*	Sept 30 2022	Sept 30 2024
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin	Sept 30 2021
VACANCY	**Sept 30 2020**

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 6: Terms - 2 Years Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Westmoreland)	Sept 30 2019	0%		10	Yes	
E.J. Baldridge	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Iris Foster	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Joseph Sanchez	Sept 30 2020	70%	7	10	Yes	Appointed Dec 2019
Jack Ladd	Sept 30 2020	10%	1	10	Yes	Appointed July 2020
John Norman	Sept 30 2021	0%	0	10	Yes	Appointed July 2020

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James "Jim" Murphy		

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Matthew Wallace	Sept 30 2020	75%	3	4	No	
Derek Whiting	Sept 30 2021	100%	4	4	Yes	
E.J. Baldridge	Sept 30 2021	100%	4	4	Yes	
VACANT (Rittenhouse)	Sept 30 2022	25%	1	4	Yes	
Reed Claybrook	Sept 30 2022	50%	2	4	Yes	
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021					
VACANCY	Sept 30 2019					
VACANCY	Sept 30 2020					

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James Gerety		
James "Jim" Murphy		
Khris O'Grady		

MIDLAND
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10-14-2020

Name: Khris O'Grady

Phone: 432-634-6352 (Home)
432-684-4465 (Business)

Address: 6306 Homestead Blvd

Email: Ogratomt@suddenlink.net

Midland (City) Tx (State) 79707 (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 34 years.

Occupation: Office Manager, Blog Manager

Professional and/or Community Activities:

Employed @ Leslie Hendrix Wood Interiors, Member St Ann's Church (volunteer Faith Formation, Life Teen) Member & office Lee High Rebel Volleyball Booster Club 2012-2019), Member DAR (Colonial Thenneius Dei Chapter)

What is your personal vision for the City?

Thriving Economy, low taxes, good & safe roads, low crime, great schools

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:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

There is an opening on this board and I want to get involved in City goverment and learn new things.

What contribution would you most like to make?

Make the best decisions for the City of Midland
Become more involved in city

Additional pertinent information or references:

Texas A+M Graduate BBA in Marketing
Worked in Advertising & Marketing before having children.
Returned to work in 2018.

(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

Khris O'Grady

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 9/28/2020

Name: James Gerety

Phone: 432-967-3030 **(Home)**

Address: 6404 Homestead Blvd

432-570-1990 **(Business)**

Midland CA 79707

Email: james.gerety@att.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 21 **years.**

Occupation: Domino's Pizza Franchisee

Professional and/or Community Activities:

Board Member Midland Community Theater 2007-2008

Board Member Breaking Bread Kitchen 2003-2009, 2018 to present Treasurer

Board Member Domino's Franchisee Association 2007- Present, Board Presidnet 2012-2019

What is your personal vision for the City?

To continue the growth of our city into a more diverse business community by attracting new businesses and provide a business friendly environment.

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:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

Would like to improve the attractiveness of businesses coming to the city/airport area for space and aeronautical related purposes and distribution services.

What contribution would you most like to make?

Provide viewpoints and feedback from a business perspective that can improve our community.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Asa Franchisee of Domino's Pizza I employ over 700 people from Abilene to Pecos. We are proud to own 6 stores in Midland employing over 150 people. I have a desire to serve and give back to the community that has provided our family an opportunity to serve them.

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

James Gerety Digitally signed by James Gerety
Date: 2020.09.28 13:04:18 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: James "Jim" Murphy

Address: 6300 Chickasaw

Midland (City) TX (State) 79705 (Zip)

Date: 10/14/2020

Phone: (432) 557-1833 **(Home)**

(432) 631-2745 **(Business)**

Email: Jimm.murf@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 29 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

Occupation: Assistant District Manager - GNL Crude Transportat

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship, Troop Dad for daughters Girl Scout Troop, and enjoy helping youth learn more about aviation

What is your personal vision for the City?

My vision for Midland is to help people feel at home in our town as opposed to just being here for work. Also to make our aviation and public transportation infrastructure convienient and safe for all that live in or pass through our city.

Please specify any time constraints you may have.

I am on call 24-7 so things do pop up that are out of my control. Most of the time I can make arrangements that allow me to attend scheduled events.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

I have always had an interest in the aviation community and I enjoy serving others. I believe that my experience as a pilot and knowledge of the industry would help our airports better serve the community.

What contribution would you most like to make?

I would like to be a voice for the continued growth of our Air and Spaceport. I believe that we have many people in the community that can fill these roles in the future and help to deversify our economy.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Odessa Urban Transit District Board

What contribution would you most like to make?

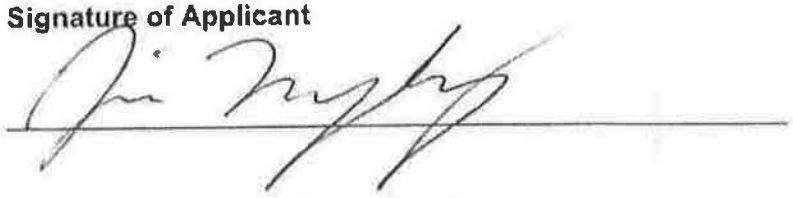
I would like to help the public transportation system serve the people of Midland in the most effecient and safe manor possible.

Additional pertinent information or references:

I currently work in the transportation industry and have been to several MOTRAN meetings.

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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