CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
December 13, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation – Pastor Robb Foreman, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Willie Wilson”

   3b. Presentation of Proclamation for “Midland Rotary Day”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF NOVEMBER 15, 2022

   4b. REGULAR SESSION OF NOVEMBER 15, 2022

   4c. SPECIAL SESSION OF NOVEMBER 15, 2022

   4d. SPECIAL SESSION OF NOVEMBER 21, 2022

5. 2022-164 – RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 03 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,966,463.57; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

6. 2022-165 – RESOLUTION AWARDING A CONTRACT FOR THE JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $810,580.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

7. 2022-166 – RESOLUTION AWARDING A CONTRACT FOR THE MICHIGAN AVENUE UTILITY PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,707,794.00; APPROVING $170,779.40 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

8. 2022-167 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE GARFIELD STREET PAVING AND UTILITY BOND PROJECT - BREAK OUT 02 (DISTRICT 3) (GENERAL SERVICES)

9. 131-2022 – MOTION REJECTING THE PROPOSALS FOR DATA NETWORK AND INTERNET SERVICES AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO: (I) REISSUE A REQUEST FOR PROPOSALS FOR DATA NETWORK AND INTERNET SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN THE REQUEST FOR PROPOSALS, AND (II) NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

10. 2022-168 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,349,634.40; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

11. 2022-169 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 CRACK FILL PROJECT TO CHAMPION INFRASTRUCTURE, LLC OF GEORGETOWN, TEXAS, AT A TOTAL COST NOT TO EXCEED $287,250.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

12. 2022-170 – RESOLUTION APPROVING A CONTRACT WITH PETROLEUM SOLUTIONS, INC., DBA JF PETROLEUM GROUP, THROUGH SOURCEWELL, FOR THE REPLACEMENT OF THE EXISTING FUEL DISPENSERS AT THE CARVER FUEL STATION FOR A TOTAL COST OF $215,247.62 (DISTRICT: NONE) (GENERAL SERVICES)

13. 2022-171 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REMOVAL AND REPLACEMENT AT THE JAL DRAW NORTH OF WADLEY AT THE INTERSECTION OF PARKWAY DRIVE AND FIESTA AVENUE AND THE EMERGENCY REPLACEMENT OF A FIRE HYDRANT AT THE

INTERSECTION OF LOOP 250 AND CROWLEY BOULEVARD BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $124,340.44 (DISTRICT 2) (GENERAL SERVICES)

14. 2022-172 – RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE COMPACT EXCAVATOR AND ASSOCIATED EQUIPMENT FROM YELLOWHOUSE MACHINERY CO. THROUGH BUYBOARD AT A TOTAL COST OF $101,200.00 (DISTRICT: NONE) (GENERAL SERVICES)

15. 2022-173 – RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TWENTY-SIX (26) CHEVROLET TAHOES FROM CALDWELL COUNTRY CHEVROLET, LLC, THROUGH BUYBOARD AT A TOTAL COST OF $1,949,046.00 (DISTRICT: ALL) (GENERAL SERVICES)

16. 2022-174 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN ANDROS FX ROBOT AND ASSOCIATED COMPONENTS FROM REMOTEC, INC., FOR A TOTAL COST OF $322,159.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT: ALL) (GENERAL SERVICES)

17. 2022-175 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE, INSTALLATION, AND SERVICING OF A MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $16,652,921.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; APPROVING $935,000.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

18. 2022-176 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $233,994.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

19. 132-2022 – MOTION AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR IMPLEMENTATION OVERSIGHT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT (DISTRICT: ALL) (GENERAL SERVICES)

20. 2022-177 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF READY-MIX CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $245,817.50; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

21. 133-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES ASSOCIATED WITH THE NEW HEALTH SERVICES FACILITY DESIGN PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

22. 134-2022 – MOTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND HODGES DEVELOPMENT SERVICES, LP, FOR THE DEVELOPMENT OF A 17.2-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 4) (CITY MANAGER)

23. 135-2022 – MOTION AUTHORIZING THE EXECUTION OF A HOGAN PARK GOLF COURSE USAGE AGREEMENT WITH THE FIRST TEE OF WEST TEXAS TO PROVIDE FOR THE FIRST TEE OF WEST TEXAS' USE OF CERTAIN CITY-OWNED FACILITIES LOCATED AT HOGAN PARK GOLF COURSE (DISTRICT 2) (COMMUNITY SERVICES)

24. 136-2022 – MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT TO PROVIDE THE CITY OF MIDLAND HEALTH DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: ALL) (COMMUNITY SERVICES)

25. 137-2022 – MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE LETTER AGREEMENTS WITH MIDLAND SPORTS, INC., CONSENTING TO MIDLAND SPORTS, INC.'S AND MIDLAND CONCESSIONS, INC.'S ASSIGNMENT OF THE FOLLOWING AGREEMENTS TO DBH MIDLAND, LLC: (I) THAT CERTAIN BASEBALL PARK AND OFFICE SPACE AGREEMENT DATED MAY 23, 2000, AS AMENDED; (II) THAT CERTAIN SERVICE CONTRACT DATED SEPTEMBER 13, 2017, AS AMENDED; AND (III) THAT CERTAIN SPONSORSHIP AGREEMENT DATED AUGUST 4, 2022, BETWEEN MIDLAND SPORTS, INC., AND DIAMONDBACK E&P LLC (DISTRICT 4) (COMMUNITY SERVICES)

26. 138-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 49, BEING A PLAT OF A 38.22-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF LEISURE DRIVE AND SOUTH LOOP 250) (DISTRICT 4) (DEVELOPMENT SERVICES)

27. 139-2022 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2021/2022 (DISTRICT: ALL) (DEVELOPMENT SERVICES)

28. 2022-178 – RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY TRACTS OF LAND NECESSARY OR APPROPRIATE FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH FROM A POINT AT OR NEAR THE EASTERN TERMINUS OF OCCIDENTAL PARKWAY TO A POINT AT OR NEAR THE INTERSECTION OF ELKINS ROAD AND EAST COUNTY ROAD 40; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID TRACTS OF LAND, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, TRACTS OF LAND, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE; AND AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES ON SAID TRACTS OF LAND AT NO COST TO THE CITY (DISTRICT 1) (ENGINEERING SERVICES)

29. 140-2022 – MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH ZACHARIAH J. PATRICK, DO, FOR THE PURPOSE OF PROVIDING THE CITY OF MIDLAND FIRE DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: NONE) (FIRE)

30. 2022-179 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE TO THE PARTY WAGON LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

31. 141-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-036) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX LLC REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

32. 142-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-035) WITH CROWNQUEST OPERATING, LLC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

33. 143-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-317-028) WITH WTG NORTH PERMIAN MIDSTREAM REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

34. 10357 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 15, 2022)

35. 10358 – AN ORDINANCE VACATING AND ABANDONING A 0.067-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 5 THROUGH 9, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SCHARBAUER DRIVE, APPROXIMATELY 209 FEET WEST OF NORTH BIG SPRING STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,836.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 15, 2022)

PUBLIC HEARINGS

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

36. 10359 – AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT 4) (CITY MANAGER)

37. 10360 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT

SERVICES)

38. 10361 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

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

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
November 15, 2022

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:30 AM, November 15, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Jack Ladd, John Norman
Council Members absent:	Scott Dufford
Staff members present:	City Attorney John Ohnemiller, City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 9:31 a.m.

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

1. Receive a briefing regarding City of Midland employee leave benefits

   Taylor Novak, Talent Acquisition Manager, presented a comprehensive review of the City of Midland employee leave benefits. Ms. Novak reported on an array of topics from turnover rates, sick and vacation leave to possible maternity/paternity leave and other benefits for City employees.

All the business at hand having been completed, the meeting adjourned at 9:54 a.m.

PASSED AND APPROVED December 13, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

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MIDLAND CITY COUNCIL
MINUTES
November 15, 2022

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The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., November 15, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Jack Ladd, John Norman
Council Members absent:	Scott Dufford
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

OPENING ITEMS

1. Invocation – Pastor Jon Slayden, Hope Community Church

2. Pledge of Allegiance

Mayor Payton announced that Public Comment would be heard first (item 27).

CONSENT AGENDA

Lori Blong moved to approve consent agenda items 3 – 16, excluding items 4, 6, 10, 11 & 13; seconded by Dan Corrales.

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

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. BRIEFING SESSION OF OCTOBER 25, 2022

   3b. REGULAR SESSION OF OCTOBER 25, 2022

5. 2022-153 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL TO PROVIDE AN EVALUATION AND ANALYSIS OF TREATMENT TECHNIQUES FOR THE PAUL DAVIS WELLFIELD FOR THE UTILITIES DEPARTMENT FOR AN AMOUNT OF $325,500.00; APPROVING $48,825.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

7. 2022-155 – RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR THE PLANT FARM FROM HELENA AGRI-ENTERPRISES, LLC OF STANTON, TEXAS, AND PRO CHEM SALES OF LUBBOCK, TEXAS, AT A TOTAL COST OF $156,086.95 (DISTRICT: NONE) (GENERAL SERVICES)

8. 2022-156 – RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY QBE INSURANCE GROUP THROUGH STEALTH PARTNER GROUP OF DALLAS, TEXAS, FOR STOP LOSS INSURANCE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSAL; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

9. 2022-157 – RESOLUTION AUTHORIZING PURCHASE OF A VERSALIFT AERIAL BUCKET LIFT TRUCK FROM SOUTHWEST INTERNATIONAL TRUCKS INC. THROUGH BUYBOARD FOR A TOTAL COST OF $253,888.78 (DISTRICT: NONE) (GENERAL SERVICES)

12. 126-2022 – MOTION APPOINTING MARCIA BENTLEY-GERMAN AS THE CITY GOVERNANCE OFFICER/CITY SECRETARY OF THE CITY OF MIDLAND EFFECTIVE MARCH 1, 2023; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH MARCIA BENTLEY-GERMAN (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

14. 2022-160 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL 10 OIL AND GAS WELLS LOCATED IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 435 FEET AND 436 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,182 FEET AND 1,362 FEET WEST OF ELKINS ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)

15. 2022-161 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL 12 OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,638 FEET AND 1,998 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,832 FEET AND 2,020 FEET SOUTH OF WEST LOOP 250 NORTH); GRANTING

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VARIANCES FOR SEVEN OF SAID OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 3) (DEVELOPMENT SERVICES)

16. 128-2022 – MOTION AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER (DISTRICT: ALL) (LEGAL)

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

4. 2022-152 – RESOLUTION AWARDING A CONTRACT FOR THE FAIRGROUNDS ROAD - LOOP 250 TO MOCKINGBIRD LANE PAVING PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $2,758,651.04; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 1) (GENERAL SERVICES)

Engineering Services Director Jose Ortiz reported there will be a pre-construction meeting soon and there is hope to be open by late fall of 2023.

Lori Blong moved to approve Resolution No. 2022-152; seconded by Dan Corrales.

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

6. 2022-154 – RESOLUTION AWARDING A CONTRACT FOR THE PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION PROJECT TO TEC EXCAVATION, INC., FOR THE UTILITIES DEPARTMENT FOR THE TOTAL COST OF $925,277.00; APPROVING $185,055.40 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

Utilities Director Carl Craigo gave a brief overview of the item noting Terrell Peck is the oldest lift station and they are working to reroute it so it won't be on the property of our citizens.

Robin Poole moved to approve Resolution No. 2022-154; seconded by Dan Corrales.

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

10. 2022-158 – RESOLUTION APPROVING THE PURCHASE OF THREE (3) AUTOMATED REFUSE TRUCKS FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $1,159,210.00 (DISTRICT: NONE) (GENERAL SERVICES)

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Solid Waste Director Jeffery Ahrlett gave a brief overview of the item noting the trucks are in production and it may be about a year and a half before they receive them. The trucks ordered last year are also still in production.

Dan Corrales moved to approve Resolution No. 2022-158; seconded by John Norman.

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

11. 2022-159 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR AERIAL LIDAR COLLECTION MAPPING SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $178,200.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT (DISTRICT: ALL) (GENERAL SERVICES)

Jennifer Frescas, CISD Director, gave a brief overview of the item noting aerial lidar capture is done about every five years. Lidar capture shows the footprint of the City.

Geographic Information Systems Manager Daniel Armentrout reported that the lidar capture will specifically be for topographical information such as elevation changes on the surface that impacts water runoff, among other features.

Jack Ladd moved to approve Resolution No. 2022-159; seconded by John Norman.

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

13. 127-2022 – MOTION AUTHORIZING THE ACCEPTANCE OF A FUTURE DONATION OF A CEDRIC BENSON STATUE TO BE PLACED INSIDE ASTOUND BROADBAND STADIUM AT THE SCHARBAUER SPORTS COMPLEX; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS AND INSTRUMENTS FOR THE ACCEPTANCE OF SAID FUTURE DONATION (DISTRICT 4) (COMMUNITY SERVICES)

John Norman moved to remove this item at the request of staff; seconded by Dan Corrales.

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

DRAFT

SECOND READINGS

17. 10352 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3G, BLOCK 6, SCOTSDALE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND 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 CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 25, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10352.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10352; seconded by John Norman.

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

18. 10353 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND TYLER STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 25, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10353.

John Norman moved to approve the second and final reading of Ordinance No. 10353; seconded by Dan Corrales.

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

DRAFT

ABSENT: Dufford

19. 10354 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 26, WEDGWOOD PARK ADDITION, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 510 FEET NORTH OF NEELY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 25, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10354.

Lori Blong moved to approve the second and final reading of Ordinance No. 10354; seconded by John Norman.

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

20. 10355 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 4 AND THE EAST 25 FEET OF LOT 5, BLOCK J, GARRETT PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST INDIANA AVENUE, APPROXIMATELY 80 FEET EAST OF CARLTON STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 25, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10355.

John Norman moved to approve the second and final reading of Ordinance No. 10355; seconded by Robin Poole.

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

21. 10356 – 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,

DRAFT

CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 438 FEET WEST OF THOMASON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 25, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10356.

John Norman moved to approve the second and final reading of Ordinance No. 10356; seconded by Dan Corrales.

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

PUBLIC HEARINGS

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

22. 2022-162 – RESOLUTION REAUTHORIZING AND ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT AGREEMENTS AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; AND AUTHORIZING THE CITY SECRETARY TO SUBMIT A COPY OF THIS RESOLUTION TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (DISTRICT: ALL) (CITY MANAGER)

Mayor Payton opened the public hearing at 11:30 a.m.

Mr. Brunson, 1900 Holloway Avenue, spoke here regarding issues with increased traffic on Holloway and Garfield. City Attorney John Ohnemiller asked Mr. Brunson if he intended his comments to be in Public Comment. Mr. Brunson confirmed he did.

There being no one else wishing to speak, the public hearing was closed at 11:34 a.m.

Dan Corrales moved to approve Resolution No. 2022-162; seconded by Lori Blong.

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

23. 129-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. (“OPERATOR”) FOR THE DRILLING OF

DRAFT

THE FOLLOWING OIL AND GAS WELLS: STIMSON W17A 1H; STIMSON W17B 2H; STIMSON W17C 3H; STIMSON W17D 4H; STIMSON W17E 5H; STIMSON W17F 6H; STIMSON W17G 7H; STIMSON W17H 8H; STIMSON W17I 9H; AND STIMSON W17J 10H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 375 FEET AND 376 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,040 FEET AND 1,220 FEET EAST OF TODD DRIVE EXTENSION; PUBLIC HEARING ONLY (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 11:35 a.m.

Oil & Gas Compliance Officer Ron Jenkins reported that the highest number of wells we have had is 20 on each pad. There are 2 pads and no limit on the number of wells per pad.

There being no one else wishing to speak, the public hearing was closed at 11:36 a.m.

This was a public hearing only.

24. 10357 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10357.

Mayor Payton opened the public hearing at 11:36 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10357; seconded by John Norman.

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

25. 10358 – AN ORDINANCE VACATING AND ABANDONING A 0.067-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 5 THROUGH 9, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SCHARBAUER DRIVE, APPROXIMATELY 209 FEET WEST OF NORTH BIG SPRING STREET); ADOPTING

DRAFT

THE APPRAISAL BY THE CITY MANAGER OF $5,836.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10358.

Mayor Payton opened the public hearing at 11:37 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10358; seconded by Dan Corrales.

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

MISCELLANEOUS

26. 130-2022 – MOTION REGARDING THE PEDESTRIAN ISLAND ALONG WADLEY AVENUE NORTH OF ABELL JUNIOR HIGH, INCLUDING POSSIBLE REMOVAL OR MODIFICATION, OR OTHER ACTION RELATED THERETO (DISTRICT 4) (CITY MANAGER)

Engineering Services Director, Jose Ortiz, gave a brief overview of the item giving a history of this going back since between 2016 and 2018 and why the crosswalk was put in place.

When asked what could help with the crosswalk situation, Mr. Ortiz stated additional places for student pickup would be beneficial. Mr. Ortiz also explained that the center turn lane is intended to be a left turn lane and is not to be used as an acceleration lane. Acceleration in the center turn lane is against state law.

Carol Henson, 5600 Camden, spoke of her concerns regarding the crosswalk.

Ken Dickeson, 5704 Camden, spoke on several issues including U-turns and dozens of cars parked along the south side of Wadley.

Engineering Director Jose Ortiz reported that one of the challenges faced is that it is lawful to cross at the crosswalk; jaywalking is illegal.

Jack Ladd moved to remove the median; the motion died for lack of a second.

PUBLIC COMMENT

27. 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.)

DRAFT

Brian and Courtney Garrison, 1802 Huntington, are concerned about the City of Midland Police Department and would like the City to take action.

Gaines Myer, 3204 Apperson Drive, voiced concern regarding Midland Police Detectives.

Nate Saxton, 1500 Winfield Drive, expressed concern about labor challenges affecting schools in the City of Midland.

Carter Saxton, 1500 Winfield Road, spoke to the good character of Matt Counts.

Susannah Schorlemer, 4 Lazywood Lane, voiced fears and financial burdens teachers face in schools here in Midland and would like to see an investigation into the Midland Police Department.

Kady Shive, 2400 Dartmouth Drive, spoke to the character of Matt Counts and requested an investigation of the Midland Police Department.

Keri St. John, 2804 Fairfield Lane, spoke on the good character of the Trinity school system.

Robert Whitt, 900 W. Pecan Court, requested that if Council assigns an investigation, please pick individuals from out of town who have no vested interest in the case.

Steve Pruett, 1 Lazywood Lane, spoke to the good leadership at Trinity.

Jananne McLaughlin, 3603 Woodhaven Court, spoke on concerns regarding the Trinity school case.

Mayor Payton recessed the meeting at 10:37 a.m. to give time for speakers and supporters to exit the chamber.

Mayor Payton reconvened the meeting at 10:43 a.m. and moved to item number 26.

Mayor Payton reopened public comment at 11: 37 a.m. There being no one present wishing to speak, public comment was immediately closed.

NOTE: Mr. Brunson,1900 Holloway Ave spoke during item number 22 (Public Hearing) but meant to speak here in Public Comment.

Mayor Payton recessed the Council Meeting to Executive Session at 11: 38 a.m.

EXECUTIVE SESSION

28. 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

DRAFT

b. Section 551.087, Deliberate Economic Development Negotiations

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

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

PASSED AND APPROVED December 13, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
November 15, 2022

The City Council convened in **Special** Session in the Martin Luther King Jr. Community Center, Midland, Texas, at 6:30 PM, Tuesday, November 15, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, John Norman
Council Members absent:	Scott Dufford, Jack Ladd
Staff members present:	City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz, Chief Deputy City Secretary Marcia Bentley-German, Deputy City Secretary Vanessa White, Director of Community Services Cristina Odenborg Burns, Assistant Director of Community Services Laurie Williams, Manager of Communications & Marketing Karisa Danley, Community Development Manager Isaac Garnett

The meeting was called to order at 6:30 p.m.

SPECIAL SESSION

1. Attend a community forum for the public discussion of the proposed development of Hogan Park. The Midland City Council will take no vote or action on this matter.

   Council Member Norman, Mayor Payton, Council Member Poole, Council Member Corrales, Council Member Blong and Jeff Beard all welcomed everyone for their attendance to the Hogan Park forum which was broadcast live via PBS. Council Member Norman reported the objective for this Town Hall was for citizens to ask questions and voice their concerns and have their questions answered in a question and answer format.

   Citizens asked an array of questions such as, but not limited to: “Who started the conservancy”? “How much will Hogan Park actually cost tax payers over the years”?, And questions regarding water wells throughout the City.

All the business at hand having been completed, the meeting adjourned at 7:56 p.m.

PASSED AND APPROVED December 13, 2022.

DRAFT

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
November 21, 2022

The City Council convened in **Special** Session in the City Hall Council Chamber, Midland, Texas, at 10:00 AM, Monday, November 21, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

SPECIAL SESSION

1. 2022-163 – RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 8, 2022 GENERAL ELECTION FOR THREE (3) CITY OFFICERS (DISTRICT: ALL) (CITY SECRETARY'S OFFICE)

   John Norman moved to approve Resolution No. 2022-163; seconded by Robin Poole.

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

All the business at hand having been completed, the meeting adjourned at 10:01 a.m.

PASSED AND APPROVED December 13, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 03 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,966,463.57; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 03.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the ARPA Grant and will be appropriated to a project for the said purposes.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 03 Project. The bid request was sent to fifty-one (51) companies. We received four (4) bids, three (3) bids were non-responsive due to missing requirements in their packet. Staff recommends awarding a contract to Boler Equipment Service, Inc. The project timeline is projected at 12 months. Please see the attached memo from Jose Ortiz, Director of Engineering Services, for more information.

Therefore, please consider a resolution awarding a contract to Boler Equipment Service, Inc. of Midland, Texas for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 03

Project for a cost of $1,966,463.57. Staff is requesting an additional $196,646.36 in contingencies plus $50,000.00 for project related expenses, for a total project cost of $2,213,109.93.

Tina Jaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 03 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,966,463.57; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the City of Midland Paving, Alleys, Streets and Sidewalks 03 Project (the "Project"); and

WHEREAS, Bid No. 23000282 was opened on November 9, 2022, with the lowest responsible bidder being Boler Equipment Service, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,966,463.57 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 $1,966,463.57; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,966,463.57, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $196,646.36.

SECTION THREE. That the sum of $2,213,109.93 shall be appropriated from the City's American Rescue Plan Act funds to a project account for said Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $2,163,109.93 from funds available in said project account upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

P21-05 CITY OF MIDLAND PAVING, ALLEYS, STREETS, AND SIDEWALKS (COMPASS) 03

City of Midland - Engineering Services; November 9, 2022

BID TAB					Boler Equipment Service, Inc.	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total
1	M1	Mobilization	12	MO	$12,500.00	$150,000.00
2	M2	Erosion/Sediment Control	12	MO	$1,500.00	$18,000.00
3	M3	Traffic Control	12	MO	$1,600.00	$19,200.00
4	M4	Job Site Safety	12	MO	$2,000.00	$24,000.00
5	M5	Spray Watering	1	LS	$2,000.00	$2,000.00
					Subtotal	**$213,200.00**
1	D1	Unclassified Clearing and Grubbing	3571	SY	$3.00	$10,713.00
2	D2	Tree Disposal	1	EA	$1.00	$1.00
3	D3	Saw-Cutting	1889	LF	$1.25	$2,361.25
4	D4	Removal & Disposal of Existing Asphalt	10537	SY	$2.75	$28,976.75
5	D5	Removal & Disposal of Existing Unclassified Gravel/Caliche	7988	LF	$22.60	$180,528.80
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	1541	SY	$3.00	$4,623.00
7	D7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	46	SY	$10.00	$460.00
8	D8	Removal & Disposal of Existing Valley Gutter	309	SY	$10.00	$3,090.00
9	D9	Removal & Disposal of Existing Driveways	186	SY	$10.00	$1,860.00
10	D10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	186	LF	$10.00	$1,860.00
					Subtotal	**$234,473.80**
1	SD1	6" Concrete Flume	59	SY	$124.20	$7,327.80
2	SD2	6" Rock Rip-Rap	203	SF	$12.00	$2,436.00
					Subtotal	**$9,763.80**
1	P1	Subgrade Preparation (Depth ≤ 8")	18432	SY	$7.00	$129,024.00
2	P2	6" Jointed Concrete Driveways	219	SY	$85.39	$18,700.41
3	P3	Type 1 Saw-Tooth Curb and Gutter	14	LF	$27.60	$386.40
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS/SY @2" Thick)	1892	TON	$181.50	$343,398.00
5	P5	8" Flexible Base (Type A, Grade 4)	18432	SY	$17.00	$313,344.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3439	GAL	$4.95	$17,023.05
7	P7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	1720	GAL	$4.95	$8,514.00
8	P8	6.5" Concrete Fillet Valley Gutter	1576	SY	$85.39	$134,574.64
9	P9	Standard Alley Approach	26	SY	$85.39	$2,220.14
10	P10	Type A Concrete Curb & Gutter	8689	LF	$24.15	$209,839.35
11	P11	Type D Concrete Laydown Curb & Gutter	2076	LF	$24.15	$50,135.40
12	P12	Transition to Laydown Curb	203	LF	$24.15	$4,902.45
13	P13	Standard Curb Flume	92	LF	$82.80	$7,617.60
14	P14	Type 4 Concrete Diagonal Curb Ramp	447	SY	$138.40	$61,864.80
15	P15	Type 12 Concrete Diagonal Curb Ramp	30	SY	$138.40	$4,152.00
16	P16	4" Concrete Sidewalk	1459	SY	$51.75	$75,503.25
17	P17	Existing Water Valve Adjustment	17	EA	$1,000.00	$17,000.00
18	P18	Adjust Existing Manhole	8	EA	$2,500.00	$20,000.00
19	P19	6" Concrete Pavement	605	SY	$85.39	$51,660.95
20	P20	Transition Slab	55	SY	$95.74	$5,265.70
21	P21	6.5" Concrete Valley Gutter	397	SY	$85.39	$33,899.83
					Subtotal	**$1,509,025.97**
					Base Bid Total =	**$1,966,463.57**

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz, P.E.; City of Midland, Director – Engineering Services

SUBJECT: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 ♦ Engr. Project No. P21-05 ♦ Bid Tabulation ♦ Funding #_____

DATE: November 10, 2022

Erika,

Engineering staff has reviewed the bid tabulation for the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 project. Boler Equipment Service, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03. Furthermore, the unit prices appear to be in line with current pricing trends. The project timeline is projected at 12 months.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,966,463.57** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$196,646.36** 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, project administration, material testing services, etc.). The total amount made available for the project would be **$2,213,109.93**.

Jose E. Ortiz, P.E.
Director – Engineering Services

Cc: Bobby Wojciechowski
Madison Brasuell
Regina Stephenson

P21-05 CITY OF MIDLAND PAVING, ALLEYS, STREETS, AND SIDEWALKS (COMPASS) 03

City of Midland - Engineering Services; November 9, 2022

BID TAB					Boler Equipment Service, Inc.	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total
1	M1	Mobilization	12	MO	$12,500.00	$150,000.00
2	M2	Erosion/Sediment Control	12	MO	$1,500.00	$18,000.00
3	M3	Traffic Control	12	MO	$1,600.00	$19,200.00
4	M4	Job Site Safety	12	MO	$2,000.00	$24,000.00
5	M5	Spray Watering	1	LS	$2,000.00	$2,000.00
					Subtotal	**$213,200.00**
1	D1	Unclassified Clearing and Grubbing	3571	SY	$3.00	$10,713.00
2	D2	Tree Disposal	1	EA	$1.00	$1.00
3	D3	Saw-Cutting	1889	LF	$1.25	$2,361.25
4	D4	Removal & Disposal of Existing Asphalt	10537	SY	$2.75	$28,976.75
5	D5	Removal & Disposal of Existing Unclassified Gravel/Caliche	7988	LF	$22.60	$180,528.80
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	1541	SY	$3.00	$4,623.00
7	D7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	46	SY	$10.00	$460.00
8	D8	Removal & Disposal of Existing Valley Gutter	309	SY	$10.00	$3,090.00
9	D9	Removal & Disposal of Existing Driveways	186	SY	$10.00	$1,860.00
10	D10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	186	LF	$10.00	$1,860.00
					Subtotal	**$234,473.80**
1	SD1	6" Concrete Flume	59	SY	$124.20	$7,327.80
2	SD2	6" Rock Rip-Rap	203	SF	$12.00	$2,436.00
					Subtotal	**$9,763.80**
1	P1	Subgrade Preparation (Depth ≤ 8")	18432	SY	$7.00	$129,024.00
2	P2	6" Jointed Concrete Driveways	219	SY	$85.39	$18,700.41
3	P3	Type 1 Saw-Tooth Curb and Gutter	14	LF	$27.60	$386.40
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS/SY @2" Thick)	1892	TON	$181.50	$343,398.00
5	P5	8" Flexible Base (Type A, Grade 4)	18432	SY	$17.00	$313,344.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3439	GAL	$4.95	$17,023.05
7	P7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	1720	GAL	$4.95	$8,514.00
8	P8	6.5" Concrete Fillet Valley Gutter	1576	SY	$85.39	$134,574.64
9	P9	Standard Alley Approach	26	SY	$85.39	$2,220.14
10	P10	Type A Concrete Curb & Gutter	8689	LF	$24.15	$209,839.35
11	P11	Type D Concrete Laydown Curb & Gutter	2076	LF	$24.15	$50,135.40
12	P12	Transition to Laydown Curb	203	LF	$24.15	$4,902.45
13	P13	Standard Curb Flume	92	LF	$82.80	$7,617.60
14	P14	Type 4 Concrete Diagonal Curb Ramp	447	SY	$138.40	$61,864.80
15	P15	Type 12 Concrete Diagonal Curb Ramp	30	SY	$138.40	$4,152.00
16	P16	4" Concrete Sidewalk	1459	SY	$51.75	$75,503.25
17	P17	Existing Water Valve Adjustment	17	EA	$1,000.00	$17,000.00
18	P18	Adjust Existing Manhole	8	EA	$2,500.00	$20,000.00
19	P19	6" Concrete Pavement	605	SY	$85.39	$51,660.95
20	P20	Transition Slab	55	SY	$95.74	$5,265.70
21	P21	6.5" Concrete Valley Gutter	397	SY	$85.39	$33,899.83
					Subtotal	**$1,509,025.97**
					Base Bid Total =	**$1,966,463.57**

SPECIFICATIONS

Project Name: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Project Number: P21-05

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Dan Corrales	At Large	Robin Poole

CITY ENGINEER

Jose E. Ortiz, P.E.



10/4/2022

Prepared by City of Midland, Texas
Engineering Services Division

October 2022

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 26th day of October 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than October 26, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday October 19th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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

bwojciechowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 21, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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 June 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated October 3, 2022 and numbered from (1) through (64) 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 April 2010

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Boler Equipment Service, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Gy Boler 11/9/2022

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.

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: Boler Equipment Service, Inc.

Local Address (must be within the City limits): 4611 Sinclair Ave, Midland, TX 79707

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? 8
3. Year your business was established in the City of Midland: 1987
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 17524445826

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

   Boler Equipment Service, Inc.

   4611 Sinclair Ave

   Midland, TX 79707

5. Does your business have more than one office in the State of Texas? ☐ Yes ☒ 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: Greg Boler Date: 11/9/2022

Printed Name and Title: Greg Boler - Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2022

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1082761	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2022	3/2/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS225207	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001118970	7/13/2022	7/13/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine-Rented Equipment			04CIM27944	7/13/2022	7/13/2023		$200,000

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

Install New Gas Pumps, Tanks, Piping and Canopies. Installation of Underground Utilities. The City of Midland is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The Insured and Insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702
432-686-1609(F)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TECHNICAL SPECIFICATIONS

FOR: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

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

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

Included in this Project will be **City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03** 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, sidewalk, and structure infrastructure and appurtenances including all necessary mobilization, pavement removal, excavation, embankment, backfill, compaction, formwork, pavement placement, sidewalk placement, structure placement, vegetation and stabilization, as well as erosion control, traffic control, stabilization, storm drain installation, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site if they are needed in the opinion of the Engineer for the safety of the work crews or public.

OSHA approved trench protective systems (i.e. safety measures) are required for any and all trench sections on City of Midland projects that exceed a depth of five feet (5.0') regardless of the soil condition or classification at the location of the trench section in question.

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 Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

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

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

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

17. TESTING:

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

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken 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.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – 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.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Force Mains & Fittings (Wastewater & Storm Drain) – Perform pressure testing for all wastewater and storm drain force mains.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50’) intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is **365** calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Project Number: P21-05

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Twelve Thousand Five Hundred dollars and No cents per month. (Pay Note M1)	$ 12,500.00	$ 150,000.00
2)	12 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: One Thousand Five Hundred dollars and No cents per month. (Pay Note M2)	$ 1,500.00	$ 18,000.00
3)	12 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: One Thousand Six Hundred dollars and No cents per month. (Pay Note M3)	$ 1,600.00	$ 19,200.00
4)	12 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: Two Thousand dollars and No cents per month. (Pay Note M4)	$ 2,000.00	$ 24,000.00
5)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: Two Thousand dollars and No cents per lump sum. (Pay Note M5)	$ 2,000.00	$ 2,000.00

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Miscellaneous Items 1-5		$ 213,200.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3571 SY	Unclassified Clearing and Grubbing, furnished, installed, complete and in place, for the sum of: Three dollars and No cents per square yard. (Pay Note D1)	$ 3.00	$ 10,713.00
2)	1 EA	Tree Disposal, complete and in place, for the sum of: One dollars and No cents each. (Pay Note D2)	$ 1.00	$ 1.00
3)	1889 LF	Saw-Cutting, complete and in place, for the sum of: One dollars and Twenty-five cents per linear foot. (Pay Note D3)	$ 1.25	$ 2,361.25
4)	10537 SY	Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: Two dollars and Seventy-five cents per square yard. (Pay Note D4)	$ 2.75	$ 28,976.75
5)	7988 SY	Removal & Disposal of Existing Unclassified Gravel/Caliche, complete and in place, for the sum of: Twenty-two dollars and Sixty cents per square yard. (Pay Note D5)	$ 22.60	$ 180,528.80
6)	1541 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Three dollars and No cents per linear foot. (Pay Note D6)	$ 3.00	$ 4,623.00
7)	46 SY	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps, complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note D7)	$ 10.00	$ 460.00
8)	309 SY	Removal & Disposal of Existing Valley Gutter complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note D8)	$ 10.00	$ 3,090.00

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	186 SY	Removal & Disposal of Existing Driveways, complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note D9)	$ 10.00	$ 1,860.00
10)	186 LF	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence And Gate, complete and in place, for the sum of: Ten dollars and No cents per linear foot. (Pay Note D10)	$ 10.00	$ 1,860.00
Total Demolition Items 1-10		$ 234,473.80		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	59 SY	6"-8" Concrete Flume, furnished, installed, complete and in place, for the sum of: One Hundred Twenty-four dollars and Twenty cents per square yard. (Pay Note SD1)	$ 124.20	$ 7,327.80
2)	203 SF	5.5" Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: Twelve dollars and No cents per square foot. (Pay Note SD2)	$ 12.00	$ 2,436.00
Total Storm Drain Items 1-2		$ 9,763.80		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18432 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Seven dollars and No cents per square yard. (Pay Note P1)	$ 7.00	$ 129,024.00
2)	219 SY	6" Jointed Concrete Driveway, furnished, installed, complete and in place, for the sum of: Eighty-five dollars and Thirty-nine cents per square yard. (Pay Note P2)	$ 85.39	$ 18,700.41
3)	14 LF	Type 1 Saw-Tooth Curb and Gutter, furnished, installed, complete and in place, for the sum of: Twenty-seven dollars and Sixty cents per square yard. (Pay Note P3)	$ 27.60	$ 386.40
4)	1892 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Eighty-one dollars and Fifty cents per ton. (Pay Note P4)	$ 181.50	$ 343,398.00
5)	18432 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Seventeen dollars and No cents per square yard. (Pay Note P5)	$ 17.00	$ 313,344.00
6)	3439 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Ninety-five cents per gallon. (Pay Note P6)	$ 4.95	$ 17,023.05
7)	1720 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Ninety-five cents per gallon. (Pay Note P7)	$ 4.95	$ 8,514.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1576 SY	6.5" Concrete Fillet Valley Gutter, furnished, installed, complete and in place, for the sum of: Eighty-five dollars and Thirty-nine cents per square yard. (Pay Note P8)	$ 85.39	$ 134,574.64
9)	26 SY	Standard Alley Approach, furnished, installed, complete and in place, for the sum of: Eighty-five dollars and Thirty-nine cents per square yard. (Pay Note P9)	$ 85.39	$ 2,220.14
10)	8689 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty-four dollars and Fifteen cents per linear foot. (Pay Note P10)	$ 24.15	$ 209,839.35
11)	2076 LF	Type D Concrete Laydown Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty-four dollars and Fifteen cents per linear foot. (Pay Note P11)	$ 24.15	$ 50,135.40
12)	203 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: Twenty-four dollars and Fifteen cents per linear foot. (Pay Note P12)	$ 24.15	$ 4,902.45
13)	92 LF	Standard Curb Flume, furnished, installed, complete and in place, for the sum of: Eighty-two dollars and Eighty cents per linear foot. (Pay Note P13)	$ 82.80	$ 7,617.60
14)	447 SY	Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Thirty-eight dollars and Forty cents per linear foot. (Pay Note P14)	$ 138.40	$ 61,864.80
15)	30 SY	Type 12 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Thirty-eight dollars and Forty cents per square yard. (Pay Note P15)	$ 138.40	$ 4,152.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
16)	1459 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Fifty-one dollars and Seventy-five cents per square yard. (Pay Note P16)	$ 51.75	$ 75,503.25
17)	17 EA	Existing Water Valve Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand dollars and No cents per each. (Pay Note P17)	$ 1,000.00	$ 17,000.00
18)	8 EA	Adjust Existing Manhole, furnished, installed, complete and in place, for the sum of: Two Thousand Five Hundred dollars and No cents per each. (Pay Note P18)	$ 2,500.00	$ 20,000.00
19)	605 SY	6" Concrete Pavement, furnished, installed, complete and in place, for the sum of: Eighty-five dollars and Thirty-nine cents per square yard. (Pay Note P19)	$ 85.39	$ 51,660.95
20)	55 SY	Transition Slab, furnished, installed, complete and in place, for the sum of: Ninety-five dollars and Seventy-four cents per square yard. (Pay Note P20)	$ 95.74	$ 5,265.70
21)	397 SY	6.5" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: Eighty-five dollars and Thirty-nine cents per square yard. (Pay Note P21)	$ 85.39	$ 33,899.83
Total Paving Items 1-21		$ 1,509,025.97		

Price For:	
1. Miscellaneous Items	$ 213,200.00
2. Demolition Items	$ 234,473.80
3. Storm Drain Items	$ 9,763.80
4. Paving Items	$ 1,509,025.97
Total Price	$ 1,966,463.57

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

One Million Nine Hundred Sixty-six Thousand Four Hundred Sixty-three dollars

and Fifty-seven 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 365 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

Ninety-eight Thousand Three Hundred Twenty-three dollars

and Eighteen cents total. ($ 98,323.18)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Boler Equipment Service, Inc.		
Name of Contractor		
Greg Boler	Greg Boler - Vice President	
Submitted By	Print Name and Title	
4611 Sinclair Ave.		
Mailing Address		
Midland	TX	79707
City	State	Zip

PAY NOTES

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Spray Watering	M5
6	Material Mark-up	M6
7	Labor Mark-up	M7
8	Equipment Rental Markup	M8
Demolition Items		
1	Unclassified Clearing and Grubbing	D1
2	Tree Disposal	D2
3	Saw-Cutting	D3
4	Removal & Disposal of Existing Asphalt	D4
5	Removal & Disposal of Existing Unclassified Gravel/Caliche	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	D7
8	Removal & Disposal of Existing Valley Gutter	D8
9	Removal & Disposal of Existing Driveways	D9
10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	D10
Storm Drain Items		
1	6" Concrete Flume	SD1
2	6" Rock Rip-Rap	SD2
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	6" Jointed Concrete Driveways	P2
3	Type 1 Saw-Tooth Curb and Gutter	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	6.5" Concrete Fillet Valley Gutter	P8
9	Standard Alley Approach	P9
10	Type A Concrete Curb & Gutter	P10
11	Type D Concrete Laydown Curb & Gutter	P11
12	Transition to Laydown Curb	P12
13	Standard Curb Flume	P13
14	Type 4 Concrete Diagonal Curb Ramp	P14
15	Type 12 Concrete Diagonal Curb Ramp	P15
16	4" Concrete Sidewalk	P16
17	Existing Water Valve Adjustment	P17
18	Relocate Existing Telephone Pedestal	P18
19	Relocate Existing Fire Hydrant	P19
20	Relocate Existing Manhole	P20
21	Relocate Existing Power Pole	P21
22	Relocate Existing Traffic Sign	P22
23	6" Concrete Pavement	P23
24	Transition Slab	P24
25	6.5" Concrete Valley Gutter	P25

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M6 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.

M7 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.

M8 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 Clearing and Grubbing per the construction drawings and City of Midland standards and specifications including all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, including all clearing and grubbing, and appurtenances. Measurement and payment to be per square yard of clearing and grubbing.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal and Disposal of Existing Trees per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per tree.

D3 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.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all asphalt 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 asphalt depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for Removal & Disposal of Existing Unclassified Gravel/Caliche per the construction drawings and City of Midland standards and specifications, including all appurtenances. Unclassified Gravel/Caliche material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased unclassified gravel/caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete, 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.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Valley Gutter 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.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Driveways 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.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per cubic 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 Driveway 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 Type 1 Saw-Tooth 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Type A 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Type D Concrete Laydown 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.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Laydown Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard Curb Flume per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb 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 back-of-curb.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 12 Concrete Diagonal Curb 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 back-of-curb.

P16 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.

P17 Includes the necessary equipment, labor, materials, and incidentals for Existing Water Valve Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals to Relocate Existing Telephone Pedestal per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing telephone phone pedestal.

P19 Includes the necessary equipment, labor, materials, and incidentals to Relocate Existing Fire Hydrant per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing fire hydrant.

P20 Includes the necessary equipment, labor, materials, and incidentals to Relocate Existing Manhole per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing manhole.

P21 Includes the necessary equipment, labor, materials, and incidentals to Relocate Existing Power Pole per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing power pole.

P22 Includes the necessary equipment, labor, materials, and incidentals to Relocate Existing Traffic Sign per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing traffic sign.

P23 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P24 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition 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.

P25 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.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021049

KNOW ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (Hereinafter called the Principal), as Principal, and RLI Insurance Company (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of The Greatest Amount Bid Dollars ($ 5%GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03.

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 9th day of November, 20 22.

Principal

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Form Revised August 2012



POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Beverly Richardson, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of April, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of April, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

OFFICIAL SEAL
JACQUELINE M BOCKLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 14 2022

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of November, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

4259160020212

A0058D19

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 14th day of December, 2022, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and

Boler Equipment Service, Inc of the City Midland, County of Midland, State of TX, 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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 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 365 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $1,966,463 Dollars and 57 cents.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Boler Equipment Service, 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 November 2022

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 ___City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03___ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

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 City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03, 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

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03_____

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 April 2010

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	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
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3. CONSTRUCTION METHODS 2
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3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

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

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

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

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01

Project Number P21-05

TO ALL BIDDERS ON THE SUBJECT BID: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

ADDENDUM #01

DATE: October 21, 2022

1. Q/A and Clarification
2. Attachments
    a. 2.0 Notice To Bid (Revised 10-21-22)
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

_____
Company Name

_____ _____
Bidder Authorized Signature Date

_____ _____
Please Print Above Name Phone

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03
Project Number P21-05

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: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: There will be a second addendum sent out that includes, but is not limited to, updated plan sheets.

Questions and Answers

1. SH-143 A, Clearing & grubbing. Plans show 2401 sy. Summary shows 1426 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
2. SH-143 B, Rem exist gravel/caliche. Plans show 2794 sy. Summary shows 251 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
3. SH- 143 B, Clear & grub. Plans show 2401 sy. Summary shows 975 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
4. SH-143 C, Rem exist gravel/caliche. Plans show 2794 sy. Summary shows 1466 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
5. SH-143 D, Rem exist gravel/caliche. Plans show 2794 sy. Summary shows 1078 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
6. SH-144 A, Rem exist asphalt. Plans show 212 sy. Summary shows 720 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
7. SH-144 A, Rem exist gravel/caliche. Plans show 2484 sy. Summary shows 720 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
8. SH-144 B, Rem exist asphalt. Plans show 212 sy. Summary shows 84 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
9. SH-144 B, Rem exist gravel/caliche. Plans show 2484 sy. Summary shows 1127 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
10. SH-144 C, Rem exist gravel/caliche. Plans show 2484 sy. Summary shows 518 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
11. SH-147 A, Rem exist asphalt. Plans show 1780 sy. Summary shows 942 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
12. SH-147 B, Rem exist asphalt. Plans show 1780 sy. Summary shows 837 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
13. SH—147 B, Item A Saw cut is missing on sheet. Summary shows 25LF? I measured 50 LF.
    A. Measured quantity has been revised to 47 LF. Updated sheets will be issued as part of Addendum 02.

14. SH-148 A, Rem exist asphalt. Plans show 4131 sy. Summary shows 1452 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
15. SH-148 B, Rem exist asphalt. Plans show 4131 sy. Summary shows 1377 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
16. SH-148 C, Rem exist asphalt. Plans show 4131 sy. Summary shows 1377 sy?
    A. The plans show the total amount per street. The summary shows the specific amount per sheet. Updated plans will be issued with Addendum 02.
17. SH-148 C, Item "M"? Plans show no fence removal. Summary shows 5 LF?
    A. Quantity has been updated. There is no fence removal on this sheet. Updated plans will be issued with Addendum 02.
18. Bid item M5 Spray Watering, what are we watering, area, application rate?
    A. Water in accordance with Erosion Control Note 17.j. of the General Notes on sheet C102 of the plan set.
19. Bid item M6, M7, M8, are these needed?
    A. Equipment rental markup, material markup, and labor markup have been removed from this bid proposal. Updated pay items and proposal will be included with Addendum 02.
20. Bid item P20, relocate manhole, should this be adjust manhole?
    A. Bid item P20 should be "Adjust Manhole". Updated pay items and proposal will be included with Addendum 02.
21. Bid item P21, relocate Power Pole. Power poles cannot be relocated by contractor. Confirm locations and quantity?
    A. The bid item "Relocate Power Poles" has been removed from the bid proposal. Updated sheets, pay items, and proposal will be included with Addendum 02.
22. Sheet c223 shows 2 water meters in the street. Are these relocated by others, schedule time? Bid item?
    A. Work in this area has been completed from a previous contract. Updated sheets will be available with the issuance of Addendum 02.
23. Does the City want steel in any of the concrete work?
    A. Yes. The City recommends using #3 or #4 rebar at 12" O.C. spacing.
24. What is the estimate for Bid Bond?
    A. The contractor is to provide this number.
25. Can we push the bid opening date back a week to give us more time to produce bid proposals?
    A. The new date of the bid opening for this project will be **November 2, 2022 at 2:00 PM** in Council Chambers at Midland's City Hall.
26. Why is part of Ft. Worth Street already built?
    A. Work in this area has been completed from a previous contract. Updated sheets will be available with the issuance of Addendum 02.
27. Why is there a bid item for coordinating power poles if Oncor will be moving them?

A. The bid item “Relocate Power Poles” has been removed from the bid proposal. Updated sheets, pay items, and proposal will be included with Addendum 02.

28. Who is responsible for material testing?
    A. Per section 5.0 General Conditions *Item 52 – Inspection and Testing of Material*, “The Contactor shall bear the cost of all tests required before a material or a method is approved…”
29. Bid item SD2, Rock Rip-Rap, what is the thickness of the 5.5” rock? Is fabric required, detail?
    A. Rip-Rap thickness is 18.7 in for 5.5 in rock per standard apron sizing equations. Geotextile filter fabric will be required. There is no standard detail.
30. Bid item P1, confirm quantity?
    A. Quantity of subgrade preparation can be found in the quantity sheets, C101-A and C101-B. Updated sheets, pay items, and proposal will be included with Addendum 02.
31. Bid item P3, sheet c220 & c221 show additional locations with no lengths, quantity?
    A. Updated sheets will be included with Addendum 02.
32. Bid item P5, 8” Flexible Base, confirm quantity? Is the base standard City of Midland standards?
    A. Flexible Base quantities found in the quantity sheets, C101-A and C101-B. Base will be City of Midland standard flexible base. Updated sheets, pay items, and proposal will be included with Addendum 02.
33. Bid item P7, tack, with one lift of 2” hot mix, what is this for?
    A. Bituminous Tack Coat is part of road construction, standard on all asphalt roads. This will be specified in the details page.
34. Bid item P8, fillets & valley gutters, are the curbs included in this quantity?
    A. Curb and Gutter per the Quantities shown on Sheet C101-B are a separate item from the fillets & valley gutters.
35. Bid item P11, type D mountable curb, confirm quantity?
    A. Bid item P11 is Type D Lay Down Curb. Mountable curb isn’t included in this project.
36. Bid item P12, transition curb, confirm quantity?
    A. “Transition Curb” = “Transition to Lay-down Curb” per Quantities Sheet C101-B. Updated sheets, pay items, and proposal will be included with Addendum 02.
37. Bid item 13, flume, confirm quantity?
    A. “Flume” = “Standard Curb Flume” per Quantities Sheet C101-B. Updated sheets, pay items, and proposal will be included with Addendum 02.
38. Bid item 14, Type 4 HC ramp, 54 ea, confirm quantity?
    A. Quantities provided in square yards per Sheet C101-B. Updated sheets, pay items, and proposal will be included with Addendum 02.
39. Bid item 15, Type 12 HC ramp, 2 ea, confirm quantity? No ramps at two locations on Missouri? No ramps on Montgomery?

A. Quantities provided in square yards per Sheet C101-B. Updated sheets, pay items, and proposal will be included with Addendum 02. The lack of ramps is indicative of the City's future installation of sidewalks and ramps.

40. Bid item P16, sidewalk, confirm quantity? Latta street, sheet c216, c217, & c218, note #16 indicates future sidewalk.
    A. Quantities provided in square yards per Sheet C101-B. Future Sidewalks are to be installed by the City of Midland in the future. Updated sheets, pay items, and proposal will be included with Addendum 02.
41. Bid item P18, Relocate Telephone Pedestal, pedestals cannot be relocated by contractor. Confirm quantity & locations? Summary sheet, C101-b, shows 3 on sheet c219 (profile sheet), 2 on c220, & 2 on c221, none shown? Three shown on sheet c225, I think. Symbol is not identified?
    A. The City of Midland is already in the process of coordinating with all franchise utilities to address all relocations of telecommunication pedestals. Relocation Items have been removed from the quantities. Updated sheets, pay items, and proposal will be included with Addendum 02.
42. Bid item P19, Relocate Fire Hydrant, Summary sheet C101-b shows 2ea – c219, 1ea-c220, 1 ea-c220, none shown on plans, confirm quantity?
    A. There are no fire hydrants on Montgomery Ave. Relocation Items have been removed from the quantities. Updated sheets, pay items, and proposal will be included with Addendum 02.
43. Bid item P23, 6" Concrete Pavement, confirm quantity? Is curb paid in curb items?
    A. Concrete Pavement quantities provided on Sheet C101-B. Curb is paid per the designation in the pay item description.
44. Bid item P24, Transition slab, is quantity based on surface only? Taper is subsidiary (15 * 33 / 9 = 55 sy)?
    A. Taper is not subsidiary. The taper has been factored into the revised quantities. Updated sheets, pay items, and proposal will be included with Addendum 02.
45. Bid item P25, 6.5" Valley Gutter, sheet c219 shows 5', note 3 on c220, & c221 indicates 10'. If sheet c305, detail 203 is for this VG, width is 4" what is required?
    A. The valley gutter running west to east on Montgomery Avenue is 5' per the initial design. The valley gutters for the fillets at road intersections are designed at 10'. Detail 203 shows a minimum width for alley valley gutters. The notes have been revised. Updated sheets will be included with Addendum 02.
46. Bid item for excavation?
    A. There will be no bid item for excavation.
47. Several sheets have legends that are not identified?
    A. Updated sheets will be included with Addendum 02.
48. Sheet c223 shows 1 gas meter in the street. Is this relocated by others, schedule time? Bid item?
    A. The City of Midland is already in the process of coordinating with all franchise utilities to address all relocations. There will be no bid item for relocation items.
49. Sheet c100 does not show Ft Work, & Montgomery in scope. Includes streets not in scope.

A. Updated sheets will be included with Addendum 02.

50. Sheet c200, c222, please confirm scale?
    A. Scales have been updated to 1:40. Updated sheets will be included with Addendum 02.
51. Sheet c220, c221, note 15, alley approach, not shown, quantity & location?
    A. This was referring to the wrong note. Updated sheets will be included with Addendum 02.
52. Sheet c101-b lists profile sheets for quantities (c219, c222)? Sheets c224, & c225 are not shown?
    A. Sheets C224 and C225 have been updated due to new information. Updated sheets will be included with Addendum 02.
53. Can 3d files be released pre-bid for quantity takeoff?
    A. A 2D file in Civil 3D will be sent with the issuance of Addendum 02.
54. Since some of these plans were designed in 2015, have any of the utility configurations changed?
    A. There are some power poles that are in the ROW that Oncor is aware of and is in the process of moving.

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 2nd day of November 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 2, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday October 19th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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

bwojciechowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 21, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

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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 2022

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03
Pre-Bid Meeting Agenda
Project No. P21-05
October 19, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview

   - Jose Ortiz – Director Engineering Services
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Senior Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Madison Brasuell – Project Manager
   - Andy Navarro – Franchise Utility Coordinator
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing & payments
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - The project will include the removal, replacement, and installation of existing and proposed paving, sidewalk, and structure infrastructure and appurtenances including all necessary mobilization, pavement removal, excavation, embankment, backfill, compaction, formwork, pavement placement, sidewalk placement, structure placement, vegetation and stabilization, as well as erosion control, traffic control, stabilization, storm drain installation, 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.
4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     bwojciechowski@midlandtexas.gov

   - Purpose of bids is to establish unit prices.
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.

- 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 21, 2022 at Noon.
  - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

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

- **Bid Opening is Wednesday, October 26, 2022 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the program bid is awarded.
6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Payment to be made for material delivered only for bid items specifically indicated in Special Provisions, 4. Payment. All other payments to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
     - When a project has items paid upon material delivery, there are to be two Work Orders. The first Work Order will include all items to be paid upon material delivery, and the second will include all other items applicable to the project in question.
   - Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.

- Recommended that invoices state “Invoice Due Upon Receipt”, or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Address Project Specifics
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.
   - Contractor will be responsible for coordinating with landowners in regards to fence removals, property access, etc.

8. Address Pre-Bid Question
   - An addendum will be issued after 12pm on Friday, October 21, 2022.
9. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Bobby Wojciechowski with the City of Midland.

Engineering Services

Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Pre-Bid Meeting Attendance

P21-05

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Date: 10-19-2022 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Madison Brasuell	City of Midland	(432) 685-7289	-	mbrasuell@midlandtexas.gov
✓	Bobby Wojciechowski	City of Midland	(432) 685-7519	-	bwojciechowski@midlandtexas.gov
	LARRY QUINNEY	JONES BROS.	432-664-1473		L.QUINNEY@JONESDP.COM
	Danny Carroll	Danny's Asphalt	432-232-0087		DannyT@dannysPaving.com
	George Williams	Reece Albert Inc	432-528 4450		georgew@reecealbertinc.com
	Taha Saksami	COM			
	Carolina Jimenez	COM	7418		
	Mike Hester	REECE ALBERT	432 682 3719		mikeh@REECEALBERTINC.com
	Mike Williams				" "

December 13, 2022
5.272
PACKET

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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 2022

ADDENDUM #02

Project Number P21-05

TO ALL BIDDERS ON THE SUBJECT BID: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

ADDENDUM #02

DATE: October 24, 2022

1. Q/A and Clarification
2. Attachments
    a. 2.0 Notice to Bid (Revised 10-24-22)
    b. 3.0 Instructions&InfoForBidders (Revised 10-24-22)
    c. 7.0 Proposal Pvng (Revised 10-24-22)
    d. 7.1 Pay Notes Pvng (Revised 10-24-22)
    e. 210159 COMPASS CONSTRUCTION SET APPV Updated 10-24-22
    f. 210159 X-Site - Standard.zip

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

All other terms and conditions shall remain the same.

_____
Company Name

_____ _____
Bidder Authorized Signature Date

_____ _____
Please Print Above Name Phone

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03
Project Number P21-05

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 information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: Updated plans are attached with this addendum.

Clarification: The new date of the bid opening for this project will be **November 9, 2022 at 2:00 PM** in Council Chambers at Midland's City Hall due to a conflict with TxDOT's letting schedule.

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 9th day of November 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 9, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday October 19th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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

bwojciechowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 21, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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**

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City of Midland

Amy Turner
City Secretary

Form Revised October 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated October 24, 2022 and numbered from C100 (1) through C408 (64) 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 2022

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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Project Number: P21-05

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	12 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	12 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	12 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Miscellaneous Items 1-5		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3571 SY	Unclassified Clearing and Grubbing, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D1)	$_____	$_____
2)	1 EA	Tree Disposal, complete and in place, for the sum of: _____dollars and _____cents each. (Pay Note D2)	$_____	$_____
3)	1889 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D3)	$_____	$_____
4)	10537 SY	Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	7988 SY	Removal & Disposal of Existing Unclassified Gravel/Caliche, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	1541 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	46 SY	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____
8)	309 SY	Removal & Disposal of Existing Valley Gutter complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D8)	$_____	$_____

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	186 SY	Removal & Disposal of Existing Driveways, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D9)	$_____	$_____
10)	186 LF	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence And Gate, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D10)	$_____	$_____
Total Demolition Items 1-10		$_____		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	59 SY	6”-8” Concrete Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD1)	$_____	$_____
2)	124 CY	5.5” Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD2)	$_____	$_____
Total Storm Drain Items 1-2		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	22570 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	287 SY	6” Jointed Concrete Driveway, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	14 LF	Type 1 Saw-Tooth Curb and Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	2274 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	21881 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 P5)	$_____	$_____
6)	4134 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	2067 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1659 SY	6.5” Concrete Fillet Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	235 SY	Standard Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	9622 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P10)	$_____	$_____
11)	2309 LF	Type D Concrete Laydown Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	473 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
13)	92 LF	Standard Curb Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	447 SY	Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P14)	$_____	$_____
15)	245 SY	Type 12 Concrete Diagonal Curb Ramp, 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
16)	2300 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P16)	$_____	$_____
17)	17 EA	Existing Water Valve Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P17)	$_____	$_____
18)	8 EA	Adjust Existing Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P18)	$_____	$_____
19)	605 SY	6" Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P19)	$_____	$_____
20)	55 SY	Transition Slab, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____
21)	400 SY	6.5" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P21)	$_____	$_____
Total Paving Items 1-21		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _365_ 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

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Spray Watering	M5
Demolition Items		
1	Unclassified Clearing and Grubbing	D1
2	Tree Disposal	D2
3	Saw-Cutting	D3
4	Removal & Disposal of Existing Asphalt	D4
5	Removal & Disposal of Existing Unclassified Gravel/Caliche	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	D7
8	Removal & Disposal of Existing Valley Gutter	D8
9	Removal & Disposal of Existing Driveways	D9
10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	D10
Storm Drain Items		
1	6" Concrete Flume	SD1
2	6" Rock Rip-Rap	SD2
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	6" Jointed Concrete Driveways	P2
3	Type 1 Saw-Tooth Curb and Gutter	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	6.5" Concrete Fillet Valley Gutter	P8
9	Standard Alley Approach	P9
10	Type A Concrete Curb & Gutter	P10
11	Type D Concrete Laydown Curb & Gutter	P11
12	Transition to Laydown Curb	P12
13	Standard Curb Flume	P13
14	Type 4 Concrete Diagonal Curb Ramp	P14
15	Type 12 Concrete Diagonal Curb Ramp	P15
16	4" Concrete Sidewalk	P16
17	Existing Water Valve Adjustment	P17
18	Adjust Existing Manhole	P18
19	6" Concrete Pavement	P19
20	Transition Slab	P20
21	6.5" Concrete Valley Gutter	P21

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Clearing and Grubbing per the construction drawings and City of Midland standards and specifications including all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, including all clearing and grubbing, and appurtenances. Measurement and payment to be per square yard of clearing and grubbing.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal and Disposal of Existing Trees per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per tree.

D3 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.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all asphalt 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 asphalt depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for Removal & Disposal of Existing Unclassified Gravel/Caliche per the construction drawings and City of Midland standards and specifications, including all appurtenances. Unclassified Gravel/Caliche material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased unclassified gravel/caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete, 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.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Valley Gutter 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.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Driveways 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.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per cubic 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 Driveway 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 Type 1 Saw-Tooth 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Type A 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Type D Concrete Laydown 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.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Laydown Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard Curb Flume per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb 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 back-of-curb.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 12 Concrete Diagonal Curb 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 back-of-curb.

P16 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.

P17 Includes the necessary equipment, labor, materials, and incidentals for Existing Water Valve Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals to Adjust Existing Manhole per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing manhole.

P19 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P20 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition 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.

P21 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.

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 9th day of November 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 9, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday October 19th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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

bwojciechowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 21, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated October 24, 2022 and numbered from C100 (1) through C408 (64) 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 2022

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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Project Number: P21-05

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	12 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	12 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	12 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Miscellaneous Items 1-5		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3571 SY	Unclassified Clearing and Grubbing, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D1)	$_____	$_____
2)	1 EA	Tree Disposal, complete and in place, for the sum of: _____dollars and _____cents each. (Pay Note D2)	$_____	$_____
3)	1889 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D3)	$_____	$_____
4)	10537 SY	Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	7988 SY	Removal & Disposal of Existing Unclassified Gravel/Caliche, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	1541 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	46 SY	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____
8)	309 SY	Removal & Disposal of Existing Valley Gutter complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D8)	$_____	$_____

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	186 SY	Removal & Disposal of Existing Driveways, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D9)	$_____	$_____
10)	186 LF	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence And Gate, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D10)	$_____	$_____
Total Demolition Items 1-10		$_____		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	59 SY	6”-8” Concrete Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD1)	$_____	$_____
2)	124 CY	5.5” Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD2)	$_____	$_____
Total Storm Drain Items 1-2		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	22570 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	287 SY	6” Jointed Concrete Driveway, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	14 LF	Type 1 Saw-Tooth Curb and Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	2274 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	21881 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 P5)	$_____	$_____
6)	4134 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	2067 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1659 SY	6.5” Concrete Fillet Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	235 SY	Standard Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	9622 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P10)	$_____	$_____
11)	2309 LF	Type D Concrete Laydown Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	473 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
13)	92 LF	Standard Curb Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	447 SY	Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P14)	$_____	$_____
15)	245 SY	Type 12 Concrete Diagonal Curb Ramp, 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
16)	2300 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P16)	$_____	$_____
17)	17 EA	Existing Water Valve Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P17)	$_____	$_____
18)	8 EA	Adjust Existing Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P18)	$_____	$_____
19)	605 SY	6" Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P19)	$_____	$_____
20)	55 SY	Transition Slab, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____
21)	400 SY	6.5" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P21)	$_____	$_____
Total Paving Items 1-21		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _365_ 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

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Spray Watering	M5
Demolition Items		
1	Unclassified Clearing and Grubbing	D1
2	Tree Disposal	D2
3	Saw-Cutting	D3
4	Removal & Disposal of Existing Asphalt	D4
5	Removal & Disposal of Existing Unclassified Gravel/Caliche	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	D7
8	Removal & Disposal of Existing Valley Gutter	D8
9	Removal & Disposal of Existing Driveways	D9
10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	D10
Storm Drain Items		
1	6" Concrete Flume	SD1
2	6" Rock Rip-Rap	SD2
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	6" Jointed Concrete Driveways	P2
3	Type 1 Saw-Tooth Curb and Gutter	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	6.5" Concrete Fillet Valley Gutter	P8
9	Standard Alley Approach	P9
10	Type A Concrete Curb & Gutter	P10
11	Type D Concrete Laydown Curb & Gutter	P11
12	Transition to Laydown Curb	P12
13	Standard Curb Flume	P13
14	Type 4 Concrete Diagonal Curb Ramp	P14
15	Type 12 Concrete Diagonal Curb Ramp	P15
16	4" Concrete Sidewalk	P16
17	Existing Water Valve Adjustment	P17
18	Adjust Existing Manhole	P18
19	6" Concrete Pavement	P19
20	Transition Slab	P20
21	6.5" Concrete Valley Gutter	P21

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Clearing and Grubbing per the construction drawings and City of Midland standards and specifications including all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, including all clearing and grubbing, and appurtenances. Measurement and payment to be per square yard of clearing and grubbing.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal and Disposal of Existing Trees per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per tree.

D3 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.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all asphalt 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 asphalt depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for Removal & Disposal of Existing Unclassified Gravel/Caliche per the construction drawings and City of Midland standards and specifications, including all appurtenances. Unclassified Gravel/Caliche material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased unclassified gravel/caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete, 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.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Valley Gutter 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.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Driveways 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.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per cubic 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 Driveway 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 Type 1 Saw-Tooth 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Type A 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Type D Concrete Laydown 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.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Laydown Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard Curb Flume per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb 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 back-of-curb.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 12 Concrete Diagonal Curb 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 back-of-curb.

P16 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.

P17 Includes the necessary equipment, labor, materials, and incidentals for Existing Water Valve Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals to Adjust Existing Manhole per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing manhole.

P19 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P20 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition 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.

P21 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.

FINAL PLANS	
CONTRACTOR:	
DATE CONTRACTOR BEGAN WORK:	

AS BUILT	
DATE WORK WAS COMPLETED:	
FINAL CONTRACT COST:	
PROJECT CLOSEOUT DATE:	

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel 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 shall not be valid. The issuance of this APPROVAL, based on the plans, specifications, 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 plans, specifications, and other data. The Engineering Services Department is authorized to deny acceptance or use of any 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.

MIDLAND
Engineering Services

CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS 03
PROJECT NUMBER: P21-05



PROJECT VICINITY MAP
NOT TO SCALE

BID PLAN SET	
Sheet Number	Sheet Title
C100	COVER SHEET
C101-A	QUANTITIES
C101-B	QUANTITIES
C102	GENERAL NOTES SHEET
C103	GENERAL NOTES SHEET
C140-A	MISSOURI AVENUE DEMOLITION PLAN
C140-B	MISSOURI AVENUE DEMOLITION PLAN
C140-C	MISSOURI AVENUE DEMOLITION PLAN
C140-D	MISSOURI AVENUE DEMOLITION PLAN
C141-A	NOBLES STREET DEMOLITION PLAN
C141-B	NOBLES STREET DEMOLITION PLAN
C142	SPRUCE STREET DEMOLITION PLAN
C143-A	HICKS AVENUE DEMOLITION PLAN
C143-B	HICKS AVENUE DEMOLITION PLAN
C143-C	HICKS AVENUE DEMOLITION PLAN
C143-D	HICKS AVENUE DEMOLITION PLAN
C144-A	LATTA STREET DEMOLITION PLAN
C144-B	LATTA STREET DEMOLITION PLAN
C144-C	LATTA STREET DEMOLITION PLAN
C147-A	MONTGOMERY AVENUE DEMOLITION PLAN
C147-B	MONTGOMERY AVENUE DEMOLITION PLAN
C148-A	FORT WORTH STREET DEMOLITION PLAN
C148-B	FORT WORTH STREET DEMOLITION PLAN
C148-C	FORT WORTH STREET DEMOLITION PLAN
C200	MISSOURI AVENUE MASTER LAYOUT
C201	MISSOURI AVENUE PLAN AND PROFILE
C202	MISSOURI AVENUE PLAN AND PROFILE
C203	MISSOURI AVENUE PLAN AND PROFILE
C204	MISSOURI AVENUE PLAN AND PROFILE
C205	NOBLES STREET MASTER LAYOUT
C206	NOBLES AVENUE PLAN AND PROFILE

C207	NOBLES AVENUE PLAN AND PROFILE
C208	SPRUCE STREET MASTER LAYOUT
C209	SPRUCE STREET PLAN AND PROFILE
C210	HICKS AVENUE MASTER LAYOUT
C211	HICKS AVENUE PLAN AND PROFILE
C212	HICKS AVENUE PLAN AND PROFILE
C213	HICKS AVENUE PLAN AND PROFILE
C214	HICKS AVENUE PLAN AND PROFILE
C215	LATTA STREET MASTER LAYOUT
C216	LATTA STREET PLAN AND PROFILE
C217	LATTA STREET PLAN AND PROFILE
C218	LATTA STREET PLAN AND PROFILE
C219	MONTGOMERY AVE PLAN AND PROFILE
C220	MONTGOMERY AVE PLAN AND PROFILE
C221	MONTGOMERY AVE PLAN AND PROFILE
C222	FORT WORTH ST PLAN AND PROFILE
C223	FORT WORTH ST PLAN AND PROFILE
C224	FORT WORTH ST PLAN AND PROFILE
C300	PAVING DETAILS
C301	PAVING DETAILS
C302	PAVING DETAILS
C303	TRANS-20
C304	TYPICAL SECTIONS
C305	TYPICAL SECTIONS
C401	MISSOURI AVENUE EROSION CONTROL PLAN
C402	NOBLES AVENUE EROSION CONTROL PLAN
C403	SPRUCE STREET EROSION CONTROL PLAN
C404	HICKS AVENUE EROSION CONTROL PLAN
C405	LATTA STREET EROSION CONTROL PLAN
C406	MONTGOMERY AVE EROSION CONTROL PLAN
C407	FORT WORTH EROSION CONTROL PLAN
C408	EROSION CONTROL DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMEBERS

SCOTT DUFFORD	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
LORI BLONG	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
DAN CORRALES	**AT LARGE**

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICE DIRECTOR
JOSE E. ORTIZ
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

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ENGINEERING / SURVEY / WATER RESOURCES
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TEXAS SURVEY FIRM #: 10194514
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www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
Δ			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

COVER SHEET
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET
C100

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F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C100 COVER SHEET.DWG

SUMMARY OF DEMOLITION ITEMS										
	SAWCUTTING	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED GRAVEL/ CALICHE	REMOVAL & DISPOSAL OF EXISTING DRIVEWAYS	UNCLASSIFIED CLEARING AND GRUBBING	REMOVAL & DISPOSAL OF EXISTING ASPHALT	REMOVAL & DISPOSAL OF EXISTING VALLEY GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE, CONCRETE SIDEWALK & RAMPS	TREE DISPOSAL	REMOVE EXISTING FENCE
UNIT	LF	SY	SY	SY	SY	SY	LF	SY	EA	LF
DEPTH	2"–4"	VARIES	VARIES	VARIES	2"–4"	–	–	4–6" TYP.	–	
RATE	–	–			–	–	–	–	–	
SHEET C140A	153	1,206		–	75	49	105	–	–	
SHEET C140B	156	–		–	1,201	98	125	–	–	
SHEET C140C	154	–		–	1,189	50	114	–	–	
SHEET C140D	142	291		–	174	–	106	21	–	
SHEET C141A	72	–	–	–	1,240	–	617	–	–	
SHEET C141B	78	1,211	–	–	302	–	–	–	–	
SHEET C142	33	–		1,170	50	–	27	–	–	
SHEET C143A	77	–		1,426	112	–	77	–	1	
SHEET C143B	173	251		975	–	61	147	12	–	
SHEET C143C	–	1,466		–	–	–	–	–	–	
SHEET C143D	–	1,078		–	–	–	–	–	–	
SHEET C144A	84	936	–	–	255	–	68.0	12	–	
SHEET C144B	162	924	–	–	28	–	–	–	–	
SHEET C144C	200	624	–	–		50	10	–	–	
SHEET C147–A	51	–	18	–	948	–	51		–	–
SHEET C147–B	47	–	31	–	832	–	47	–	–	–
SHEET C148–A	107	–	78	–	1,377	–	47	–	–	98
SHEET C148–B	41	–	7	–	1,377	–	–	–	–	88
SHEET C148–C	159	–	52	–	1,377	–	–	–	–	–
TOTALS:	1,889	7,988	186	3,571	10,537	309	1,541	46	1	186

SUMMARY OF EROSION CONTROL ITEMS		
	CONCRETE WASHOUT	GRAVEL BAGS
UNIT	EA	SY
DEPTH	–	–
RATE	–	–
SHEET C401	1	23
SHEET C402	1	7
SHEET C403	1	8
SHEET C404	2	13
SHEET C405	1	3
SHEET C406	1	3
SHEET C407	1	3
TOTALS:	8	60

SUMMARY OF DRAINAGE ITEMS		
	CONCRETE FLUME	RIPRAP D_{50} = 2.75 ft
UNIT	SY	CY
DEPTH	6–8" TYP.	5.5
RATE	–	–
SHEET C209	59	123
TOTALS:	59	124

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APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

QUANTITIES

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C101-A**

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	6" JOINTED CONCRETE DRIVEWAYS	CONCRETE PAVEMENT	TRANSITION SLAB	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	8" FLEXIBLE BASE (TYPE A, GRADE 4)	BITUMINOUS PRIME COAT (MC-30 or AEP)	BITUMINOUS TACK COAT (MC-30 or AEP)	TYPE A CONCRETE CURB & GUTTER	TYPE D CONCRETE LAYDOWN CURB & GUTTER	TRANSITION TO LAY-DOWN CURB	STANDARD CURB FLUME	TYPE 1 SAW-TOOTH CURB AND GUTTER	CONCRETE VALLEY GUTTER	CONCRETE FILLET VALLEY GUTTER
UNIT	SY	SY	SY	SY	TON	SY	GAL	GAL	LF	LF	LF	LF	LF	SY	SY
DEPTH	6-8" TYP.	6"	6"	7"-13"	2"	8"	–	–	6"	2"	–	6"	–	–	–
RATE	–	–	–	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY	–	–	–	–	–	–	–
SHEET C201	1,253	33			138	1,253	251	125	369	20	12		–		151
SHEET C202	1,198	–			132	1,198	240	120	731				–		148
SHEET C203	1,181	–			130	1,181	236	118	722				–		147
SHEET C204	437	–			48	437	87	44	285				–		74
SHEET C206	1,194	–			131	1,194	239	119	691	61	80		–		73
SHEET C207	1,426	–			157	1,426	285	143	814				–		71
SHEET C209	1,365	85	605	55	80	1,365	145	72	766	40	24	92	14		–
SHEET C211	1,183	–			130	1,183	237	118	685				–		73
SHEET C212	1,069	–			118	1,069	214	107	660				–		172
SHEET C213	1,283	–			141	1,283	257	128	390	290	10		–		–
SHEET C214	866	–			95	866	173	87	304	180	14		–		73
SHEET C216	1,304	41			144	1,304	261	131	632	30	12		–		80
SHEET C217	790	–			87	790	158	79	463				–		155
SHEET C218	702	–			77	702	140	70	420				–		156
SHEET C219	874	–			72	874	131	66	–	753	10	–	–	218	–
SHEET C220	726	–			60	726	109	54	48	619	10	–	–	182	33
SHEET C221	1,928	84			192	1,780	349	174	466	140	140	–	–		85
SHEET C222	1,989	17			176	1,677	320	160	555	100	100	–	–		85
SHEET C223	1,804	26			166	1,574	301	151	621	75	60	–	–		82
SHEET C224	123	–			14	123	25	12	67.1	–	–	–	–		–
SHEET C225	1,267	59	–	–	139	1,267	253	127	642	75	30	–	–	–	172
TOTALS:	22,570	287	605	55	2,274	21,881	4,134	2,067	9,622	2,309	473	92	14	400	1,659

SUMMARY OF PAVING ITEMS

	TYPE 4 CONCRETE DIAGONAL CURB RAMP	TYPE 12 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK	STANDARD ALLEY APPROACH	ADJUST EXISTING WATER VALVES
UNIT	SY	SY	SY	SY	EA
DEPTH	4"	4"	4"		–
RATE	–	–	–		–
SHEET C201	29	–	–		
SHEET C202	57	–	–		–
SHEET C203	54	–	–		–
SHEET C204	27	29	–		–
SHEET C206	28	–	–		–
SHEET C207	27	–	–		1
SHEET C209	–	–	–		1
SHEET C211	29	–	–		1
SHEET C212	54	–	–		–
SHEET C213	–	–			–
SHEET C214	27	–	–		–
SHEET C216	29	–	1,068		1
SHEET C217	57	–	195		–
SHEET C218	57	–	158		4
SHEET C219	–	–			
SHEET C220	–	–			1
SHEET C221	–	80	304	59	5
SHEET C222	–	53	288	117	–
SHEET C223	–	82	286	59	3
SHEET C224			37		
SHEET C225	80	–	308	35	3
TOTALS:	447	245	2,300	235	17

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COMPASS

CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C101-B

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. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CAMP STREET, HICKS AVENUE, LATTA STREET, MARLIN STREET, MISSOURI AVENUE, MORAN AVENUE, NOBLES AVENUE, AND SPRUCE STREET.
2. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. 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 PROJECT.
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 DESIGN.
5. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. 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. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
7. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
8. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
9. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
10. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POTHOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND/ OR PRIVATE INFRASTRUCTURE OWNER RECORDS]. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
11. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
12. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
13. THE CONTRACTOR SHALL 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 THE CONTRACTOR.
14. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
15. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. 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.
4. 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.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. 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.
7. 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.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. 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.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN UTILITY TRENCHES. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. VEGETATION SEEDING AND WATERING:

17.a. THIS REFERS TO ALL PORTIONS OF THE PROJECT AREA DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.

17.b. RE-VEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN THE APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE HOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

17.c. REMOVE THE TOP SIX (6) INCH LAYER OF VEGETATION AND TOPSOIL EVENLY FOR THE ENTIRE DISTURBED AREA AND SET IT ASIDE DURING CONSTRUCTION.

17.d. AFTER CONSTRUCTION PLACE THE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS THE ENTIRE DISTURBED AREA AND RAKE IT TO A SMOOTH CONSISTENCY. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN THE ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

17.e. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL

17.f. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.

17.g. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.

17.h. USE SEPARATE BOXES ON DRILL TO APPLY THE FERTILIZER TO SEED.

17.i. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER, SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROTECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ ACRE RATES.

17.j. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2 INCHES (0.2") FOR THE ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

17.k. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

17.k.a. SEED MIX TOTALING 20LBS P.L.S./ ACRE WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S./ ACRE
RYEGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALO GRASS	2.0
GREEN SPRANGLETOP	1.0

17.k.b. SEED MIX TOTALING 20LBS P.L.S./ ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S./ ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALO GRASS	4.0
GREEN SPRANGLETOP	2.0

17.k.c. IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

17.k.d. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT A RATE THAT ACHIEVES NO LESS THAN 100LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

17.k.e. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.

17.k.f. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

17.k.g. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.

17.k.h. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

17.k.i. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

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TEXAS ENGINEER FIRM #: F-15089
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Δ	REVISIONS	BY	APPR.	DATE

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

GENERAL NOTES SHEET

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C102

F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C102 GENERAL NOTES SHEET.DWG

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GENERAL NOTES

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. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

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. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. 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 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.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT 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.
6. 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.
7. 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.
8. 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.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
24. LAY-DOWN OPERATIONS:
   - 24.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.
   - 24.b. OFFSET JOINTS 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.
   - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
   - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
   - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
   - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

811
Know what's **below.**
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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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JOB: 21-0159

GENERAL NOTES SHEET

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C103**

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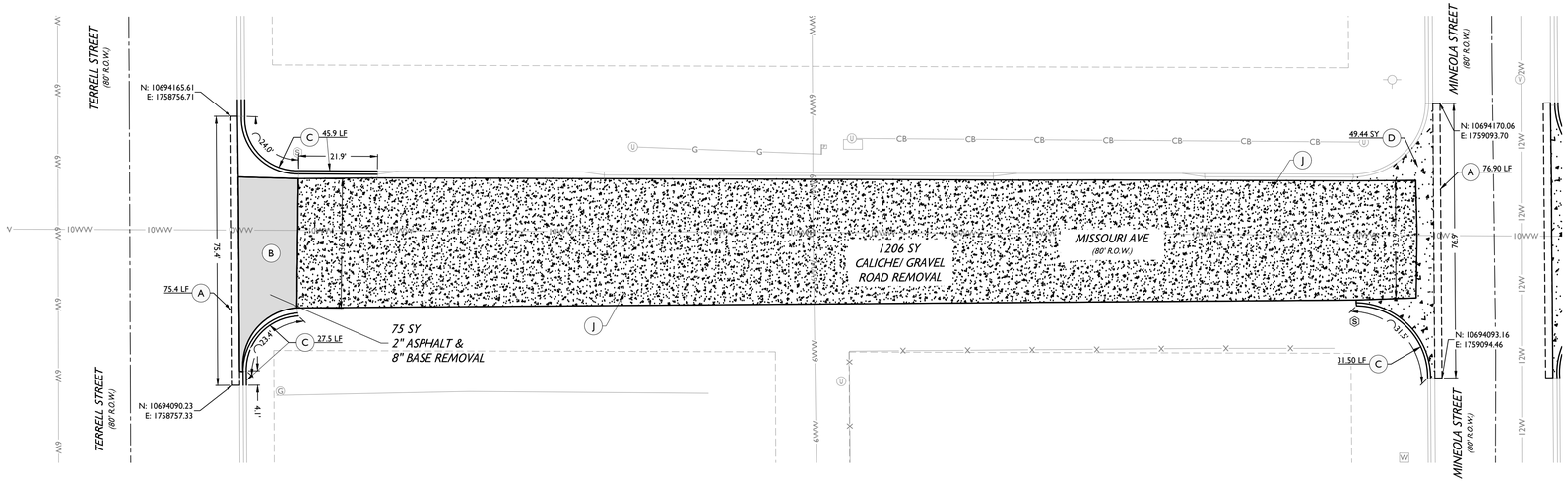

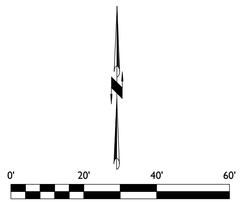

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
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- DENOTES EXISTING PIPELINE MARKER
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- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
- DENOTES EXISTING GRAVEL OR CALICHE TO BE DEMOLISHED
- DENOTES EXISTING VEGETATION FOR CLEARING AND GRUBBING LIMITS

DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER UP. 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. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. EXISTING MANHOLE TO BE ADJUSTED TO GRADE.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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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.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- ALL EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET MUST BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET SHALL REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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MISSOURI AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C140-A**

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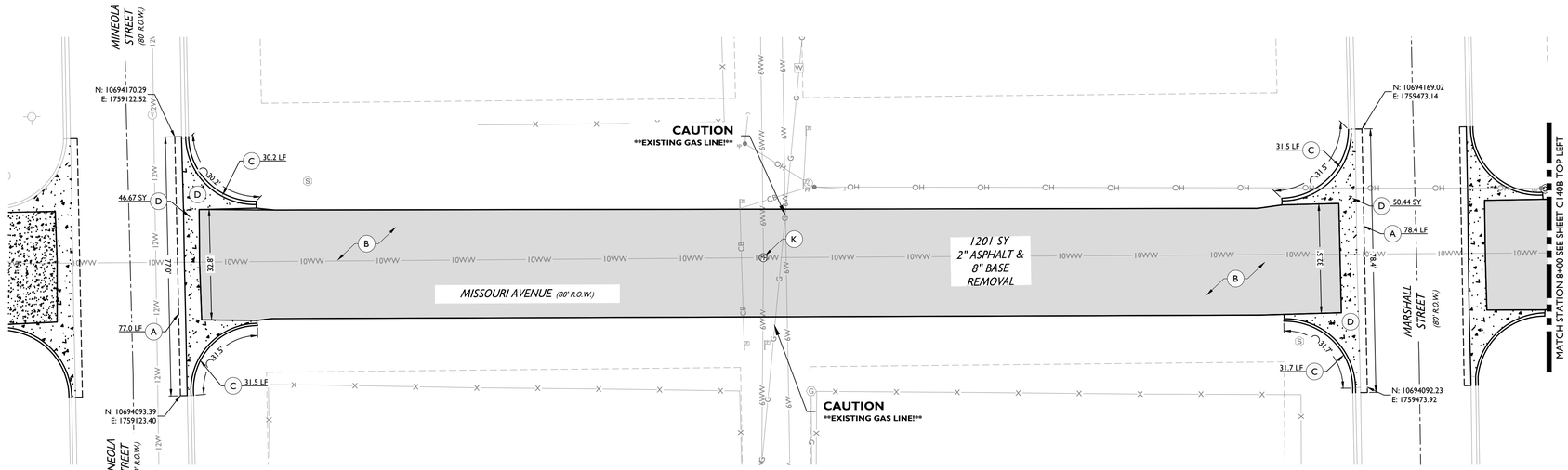

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

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F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C1408 MISSOURI AVENUE DEMOLITION PLAN.DWG

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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

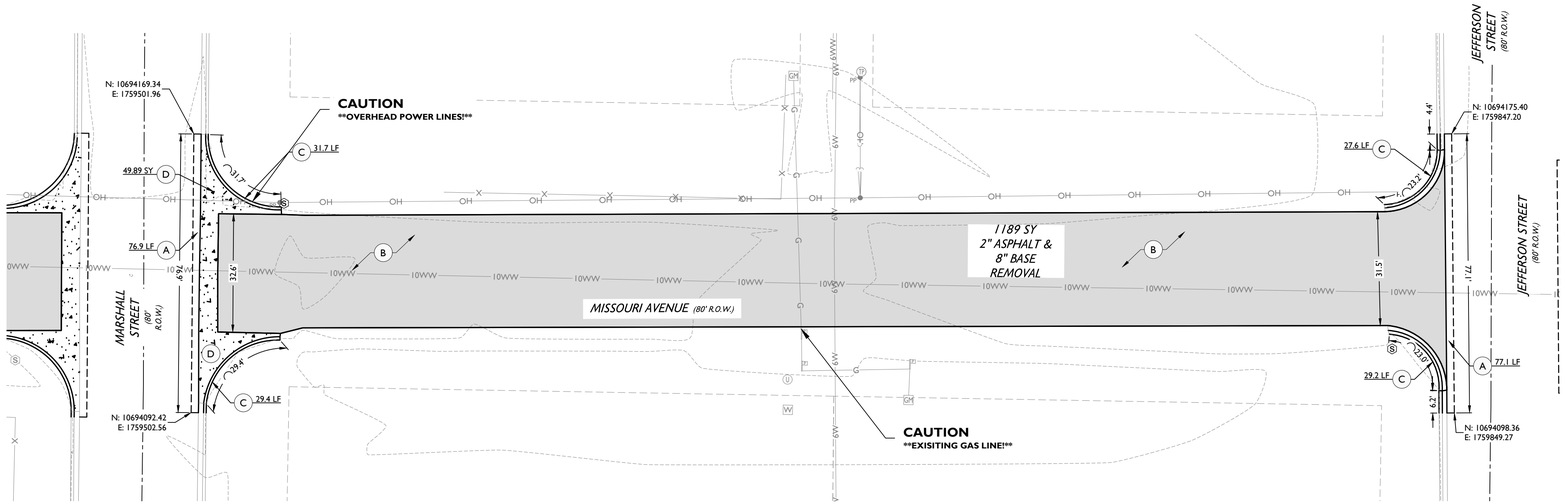
MISSOURI AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C140-B



0' 20' 40' 60'

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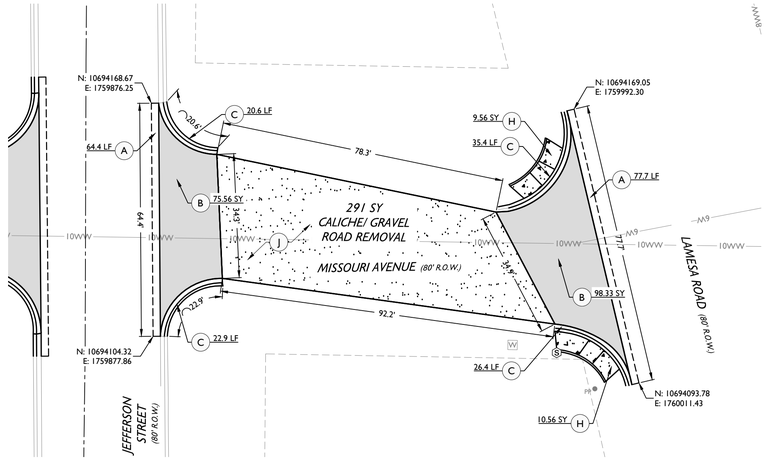

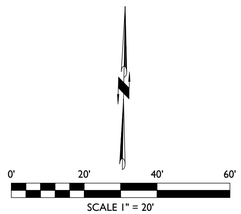

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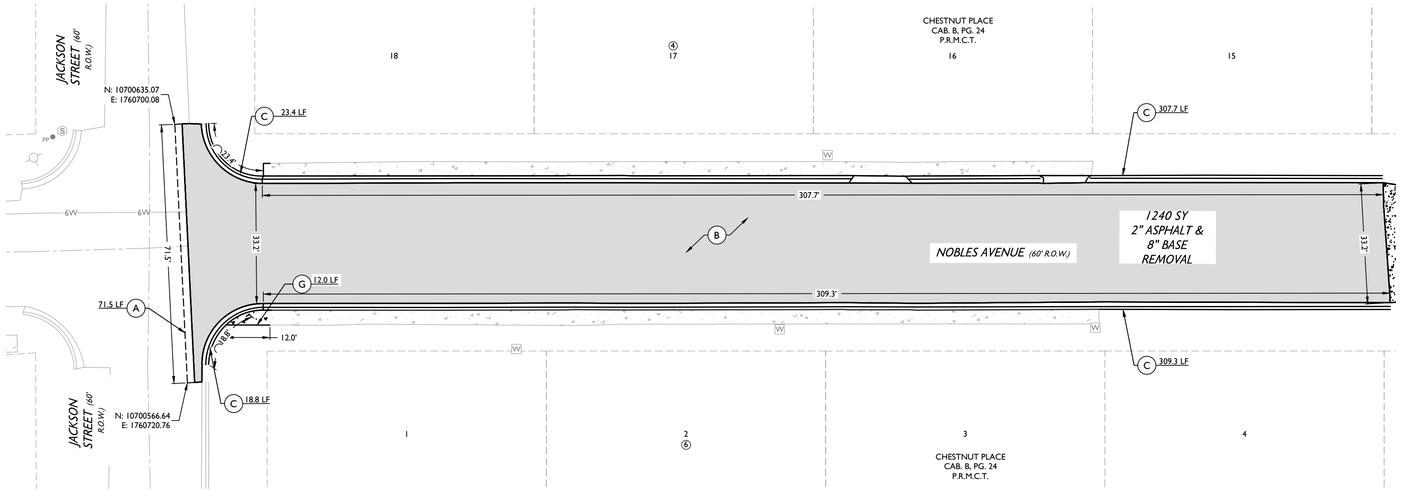

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TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. 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. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

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I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

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M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction plans if found to be in violation of this code. 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.

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

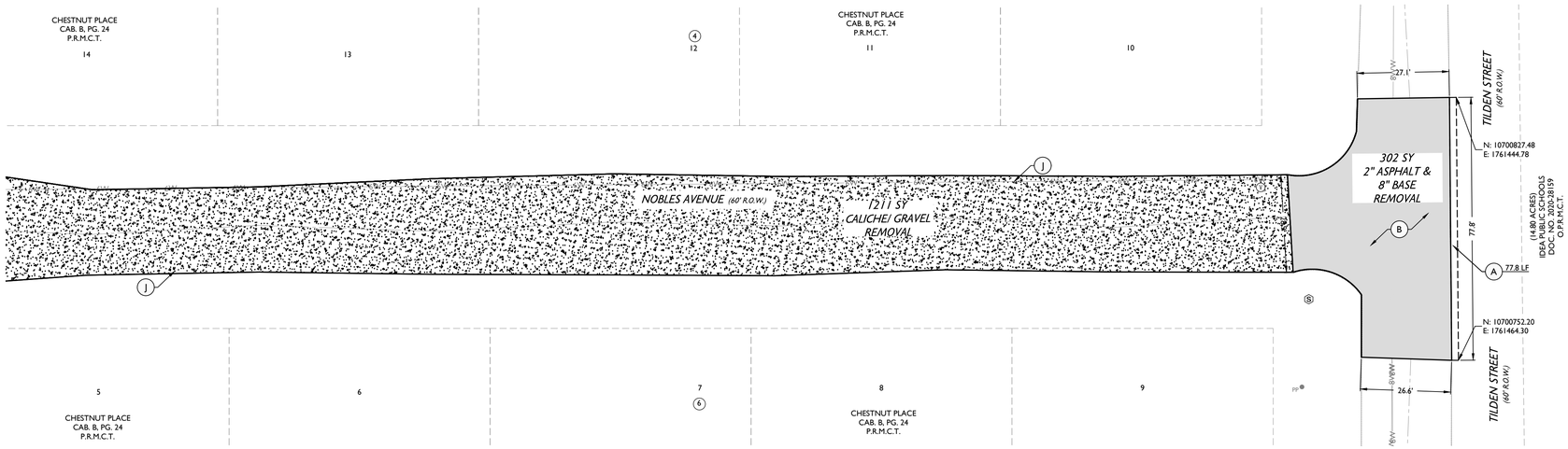
NOBLES STREET DEMOLITION PLAN

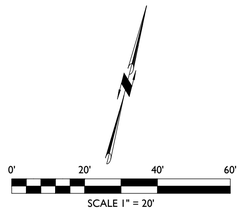
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C141-A





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CITY OF MIDLAND, TEXAS
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

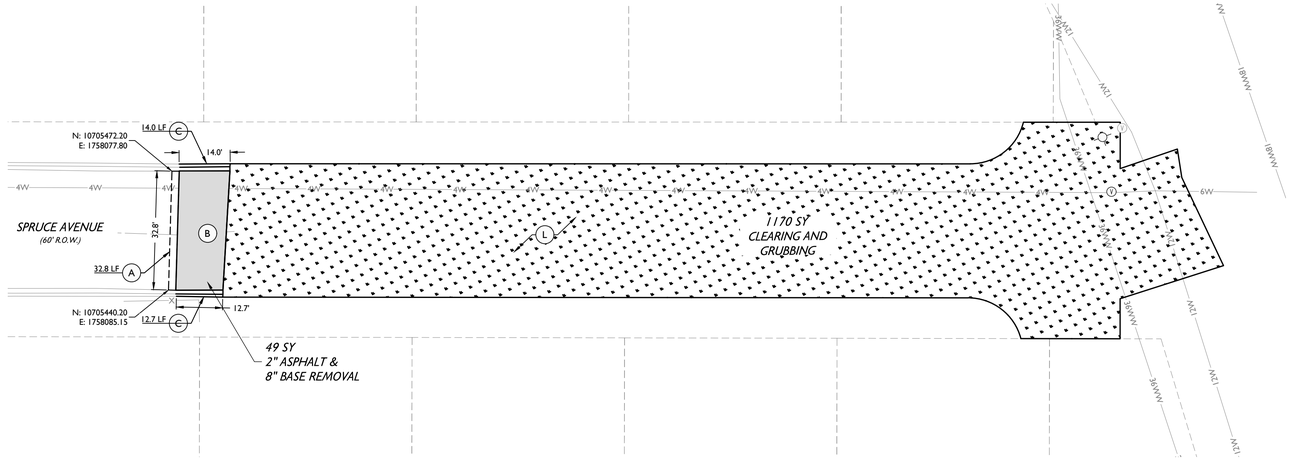
NOBLES STREET DEMOLITION PLAN

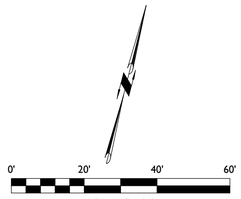
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C141-B





LEGEND

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APPROVED
10/24/2022
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DRAWN BY: MAL
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DATE 01/03/2022
JOB 21-0159

SPRUCE STREET DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C142

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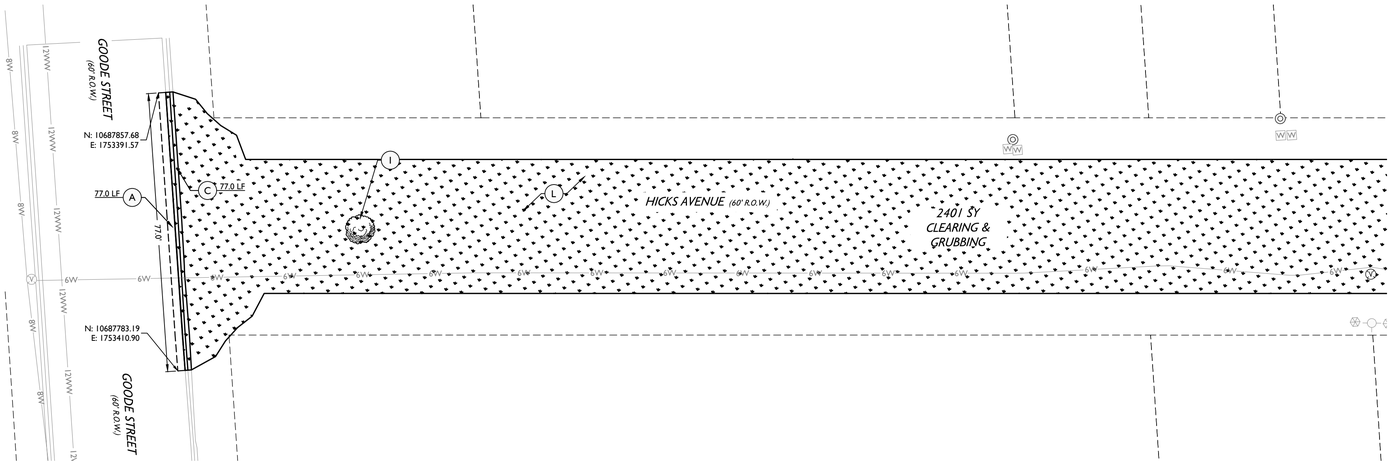

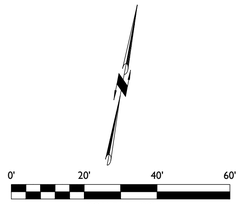

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C143A HICKS AVENUE DEMOLITION PLAN.DWG

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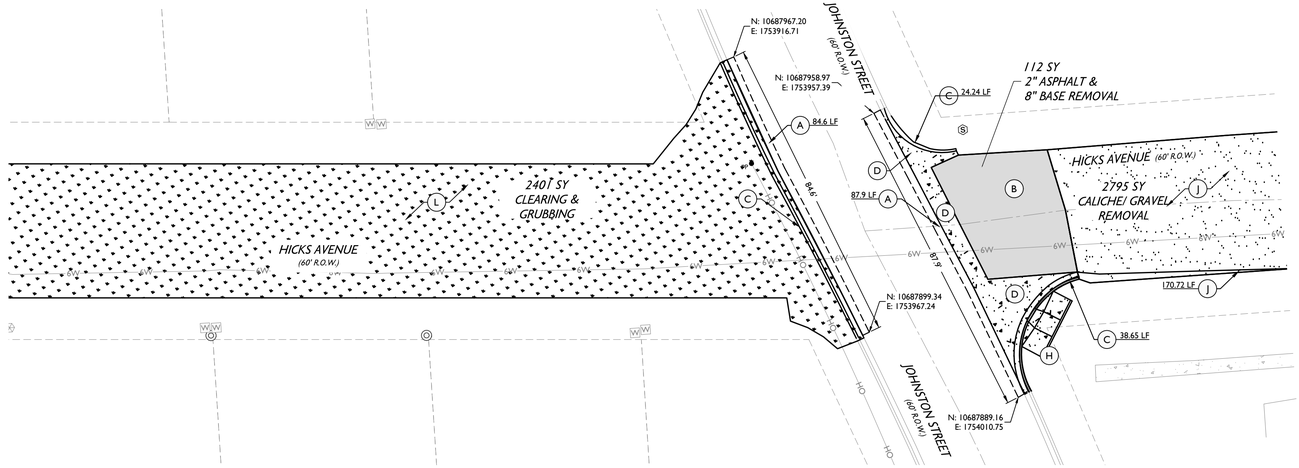
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

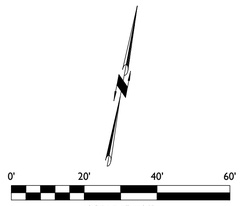
HICKS AVENUE DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C143-A**





LEGEND

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DATE: 01/03/2022
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HICKS AVENUE DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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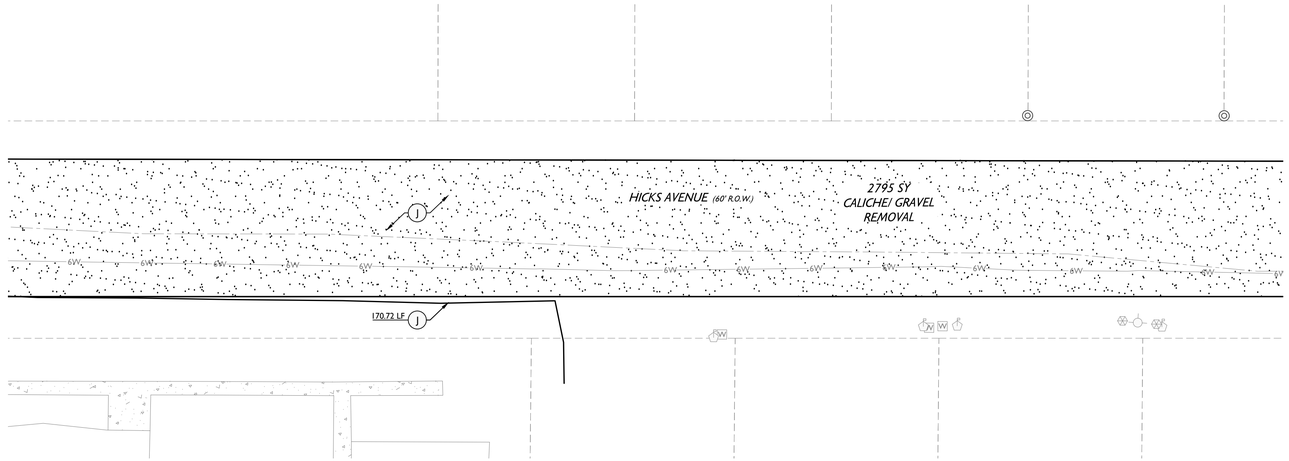
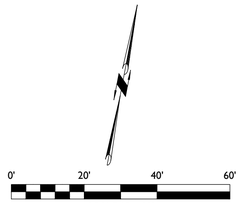
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C143-B**





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APPROVED
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ENGINEERING

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HICKS AVENUE DEMOLITION PLAN

COMPASS

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STATE OF TEXAS
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106572
LICENSED
PROFESSIONAL ENGINEER
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SHEET **C143-C**

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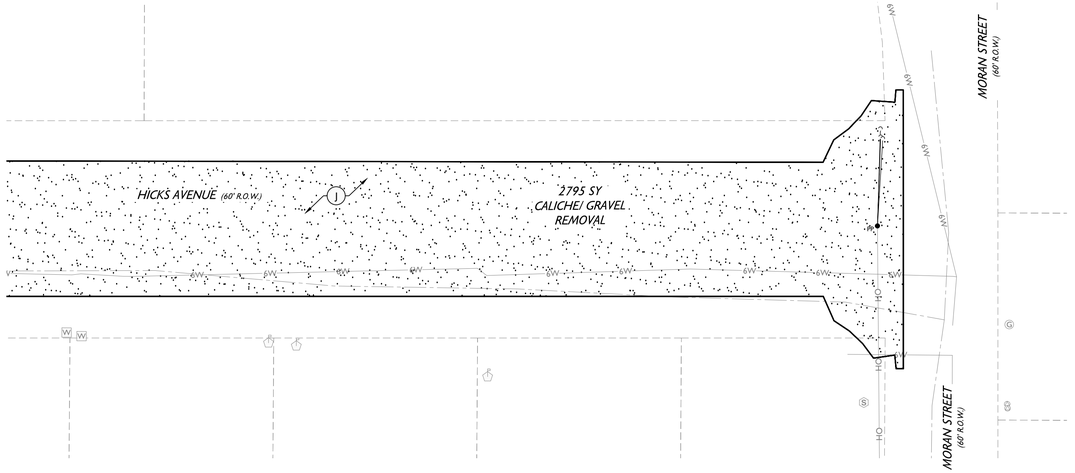

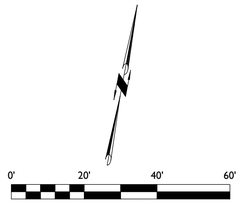

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- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
- DENOTES EXISTING GRAVEL OR CALICHE TO BE DEMOLISHED
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B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

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D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

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G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

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CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
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F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C143D HICKS AVENUE DEMOLITION PLAN.DWG

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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

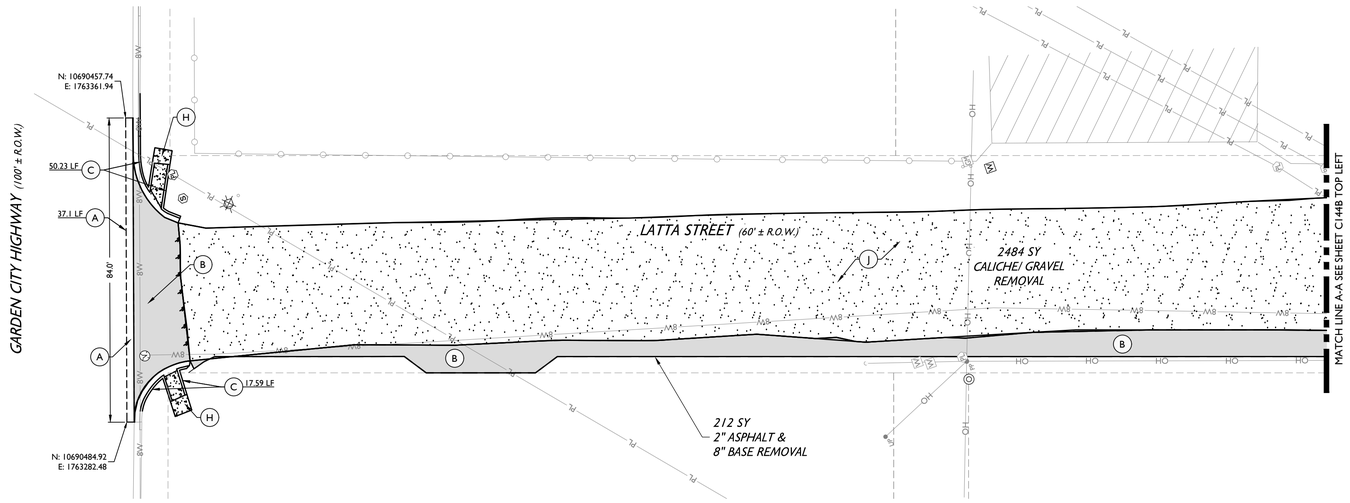
HICKS AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C143-D



0' 20' 40' 60'

SCALE 1" = 20'

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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REVISIONS	BY	APPR.	DATE
1			

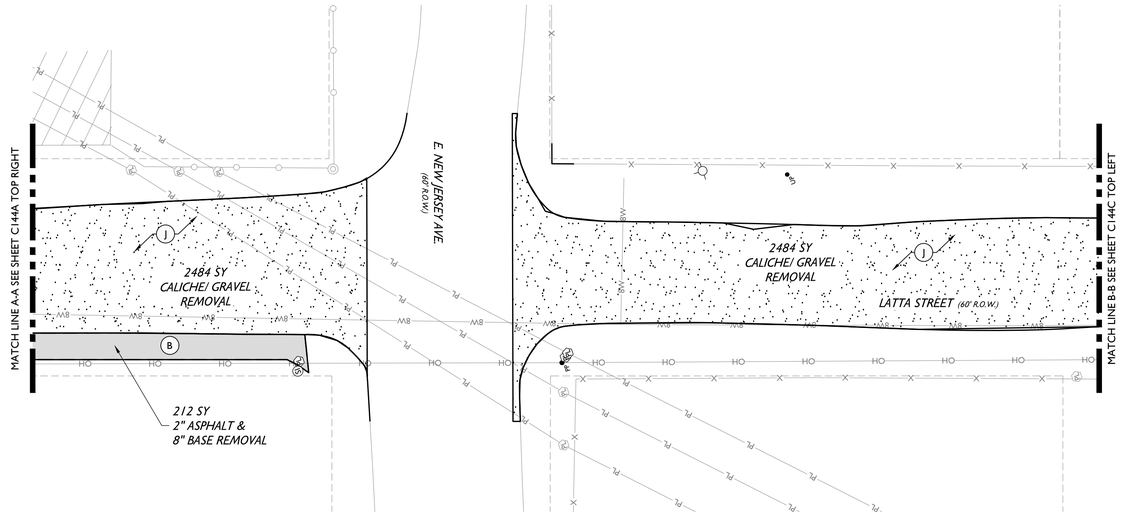
DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

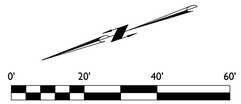
LATTA STREET DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C144-A





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COMPASS
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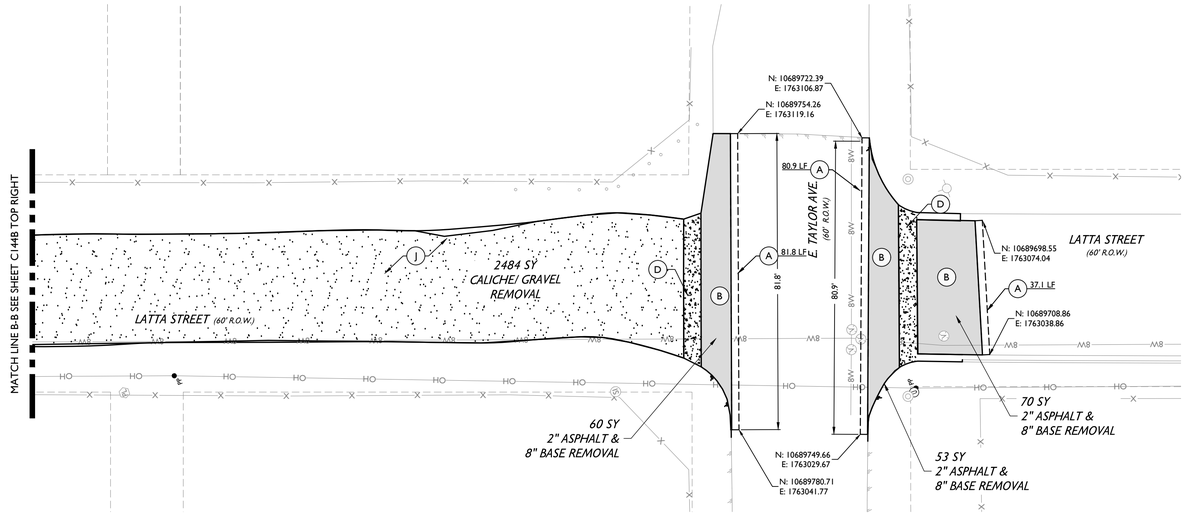
SHEET **C144-B**



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B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

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- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
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811 Know what's below. Call before you dig.

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section 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, Texas. The issuance of this APPROVAL shall not prevent 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, Texas, and 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 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 withhold approval of any infrastructure where such infrastructure is a 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.

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F:\2021\21059\CITY OF MIDLAND\COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C144C LATTA STREET DEMOLITION PLAN.DWG

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1			

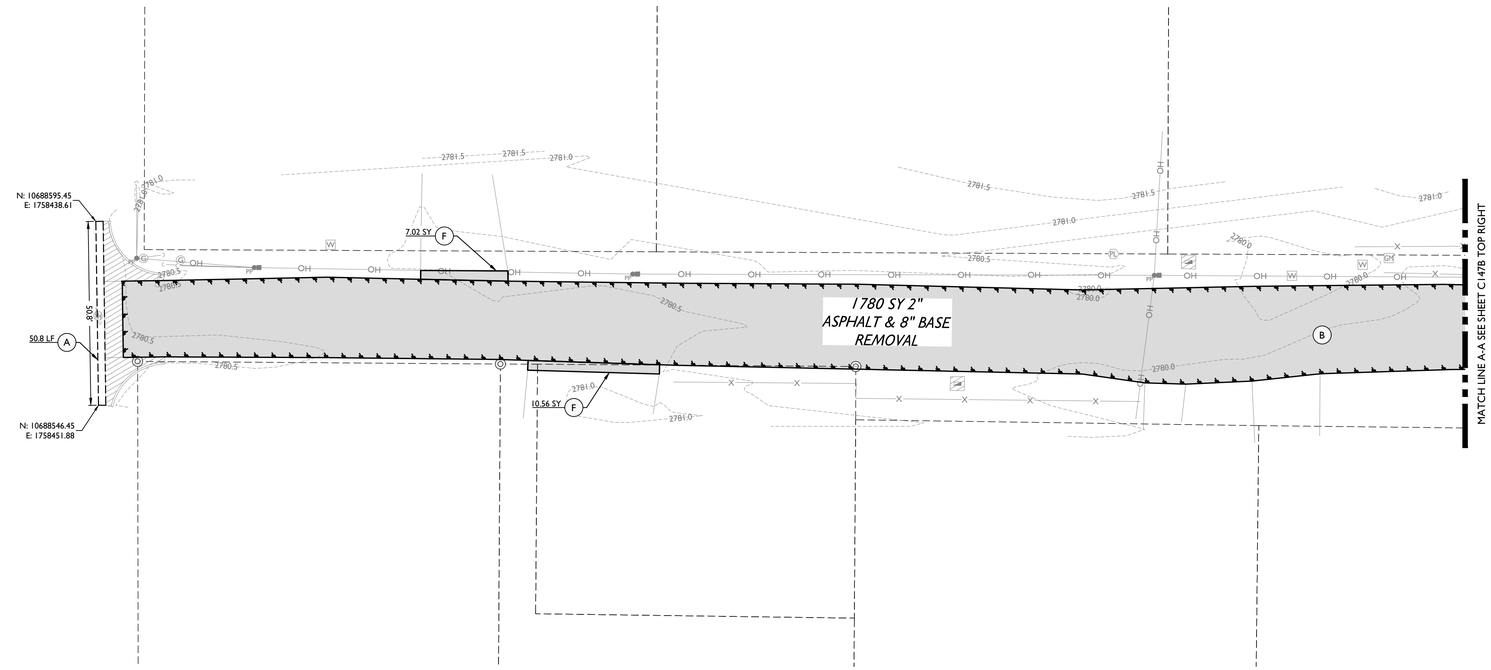
DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

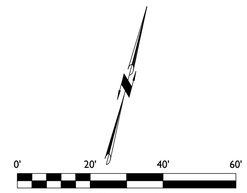
LATTA STREET DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C144-C**





LEGEND

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F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\210159 C147A MONTGOMERY AVENUE DEMOLITION PLAN.DWG

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REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

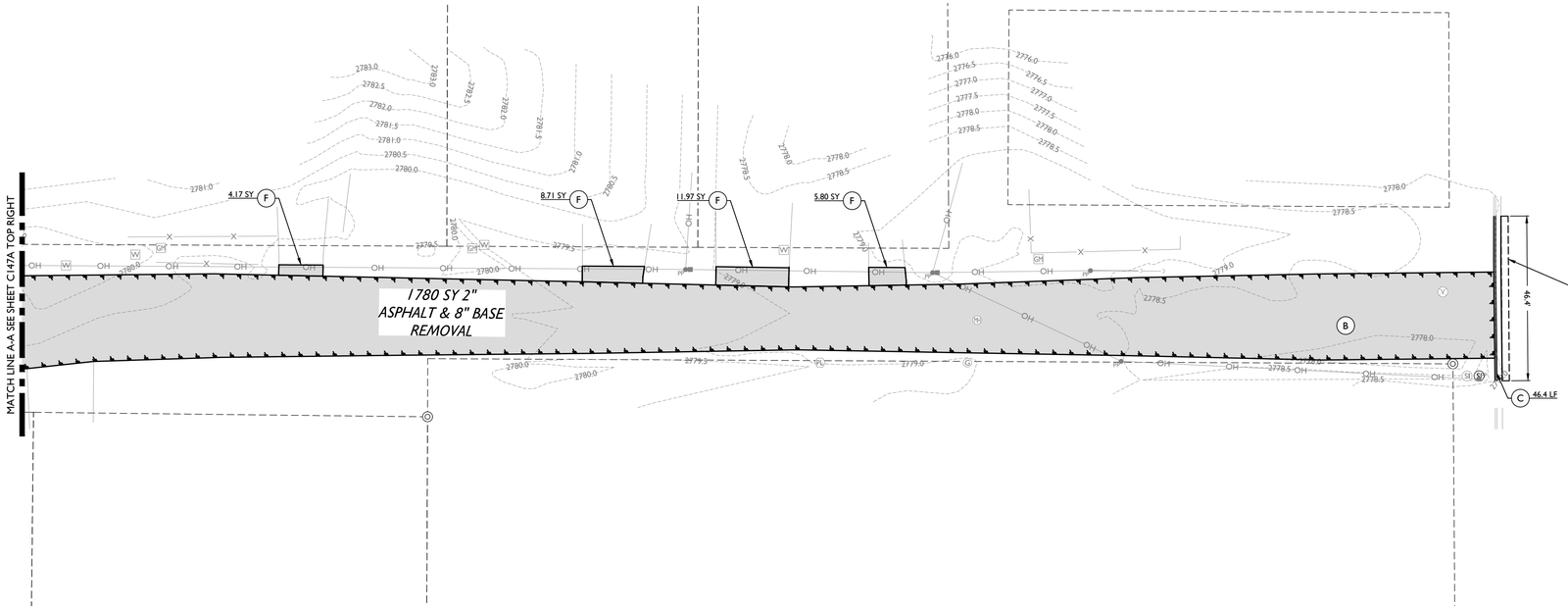
MONTGOMERY AVENUE DEMOLITION PLAN

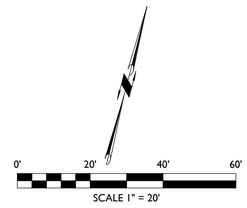
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C147-A





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MONTGOMERY AVENUE DEMOLITION PLAN

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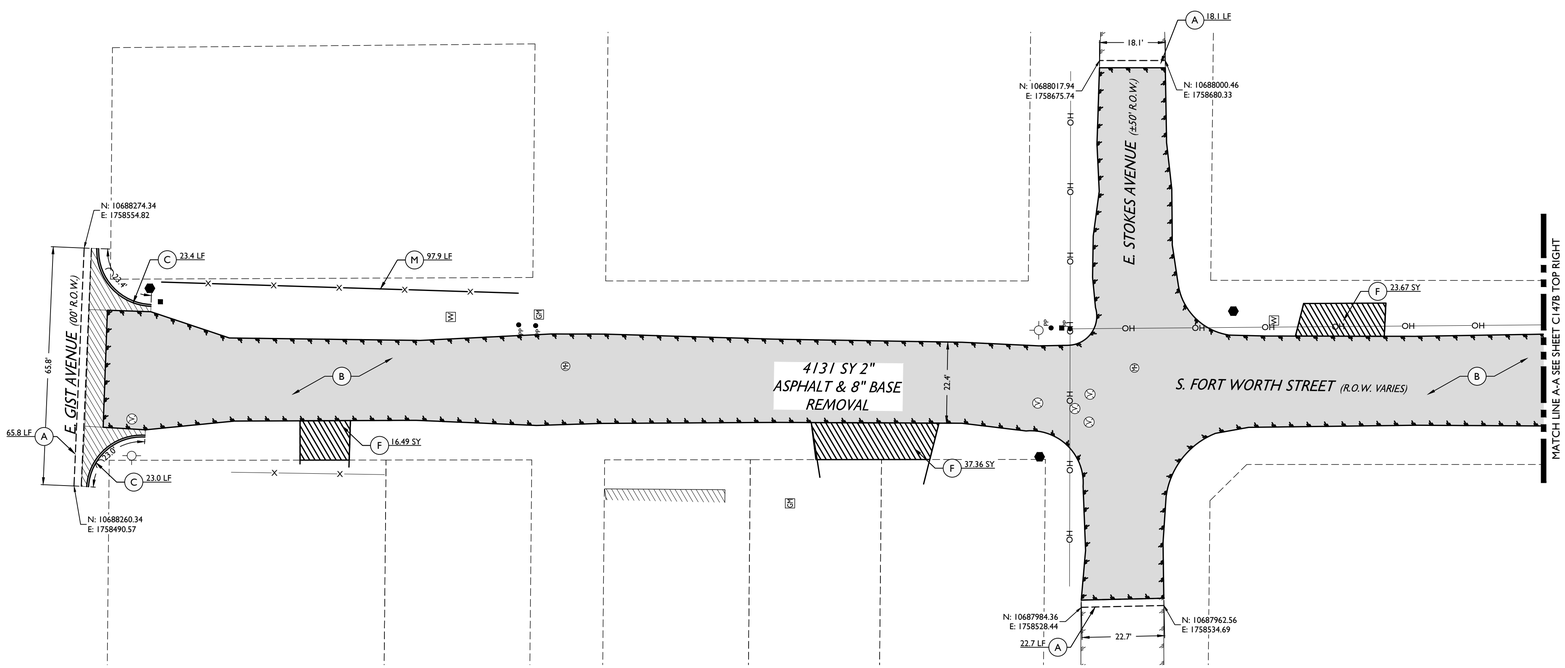
SHEET C147-B



0' 20' 40' 60'

SCALE 1" = 20'

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TYP. A. CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. 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. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. EXISTING MANHOLE TO BE ADJUSTED TO GRADE.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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GENERAL DEMO NOTES:

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- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
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- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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. The issuance of this APPROVAL shall not prevent the City to violate or cancel 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. This APPROVAL 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 Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services shall have the authority to stop the construction of any 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.

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F:\2021\21019\CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C148A FORT WORTH STREET DEMOLITION PLAN.DWG

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

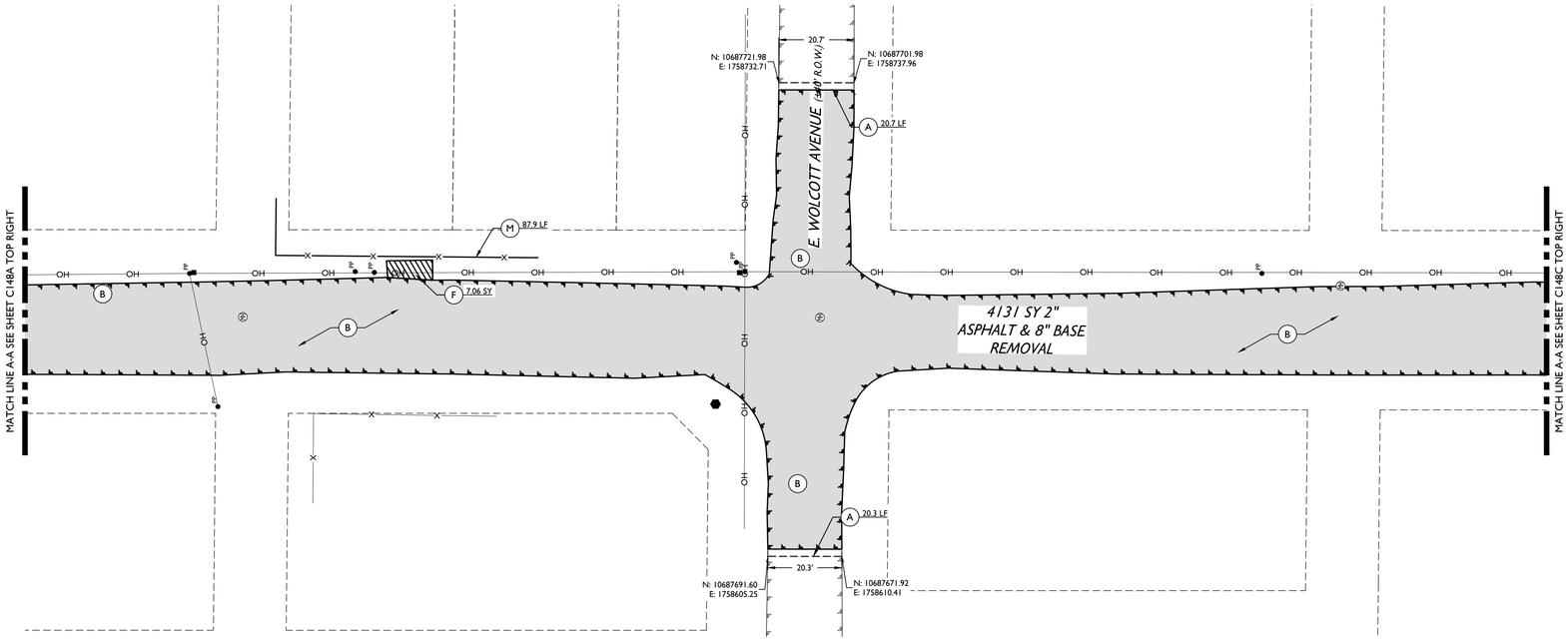
FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C148-A



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
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- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
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JOB 21-0159

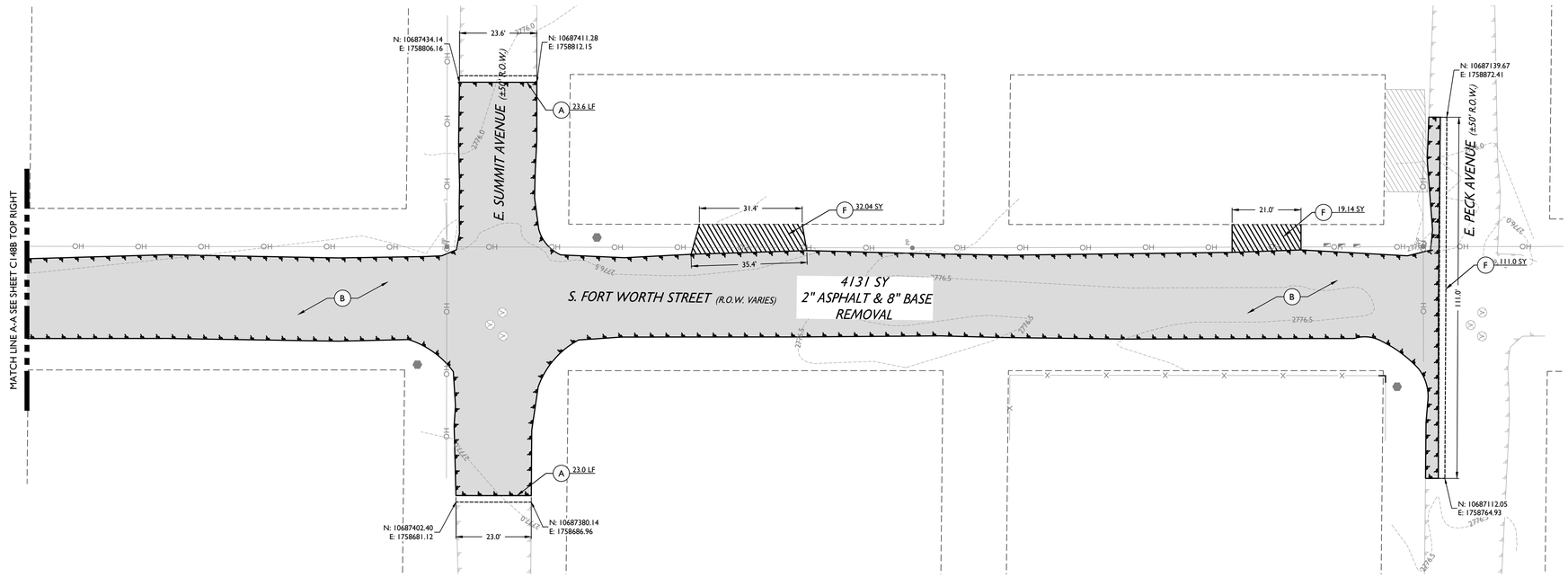
FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C148-B



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FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
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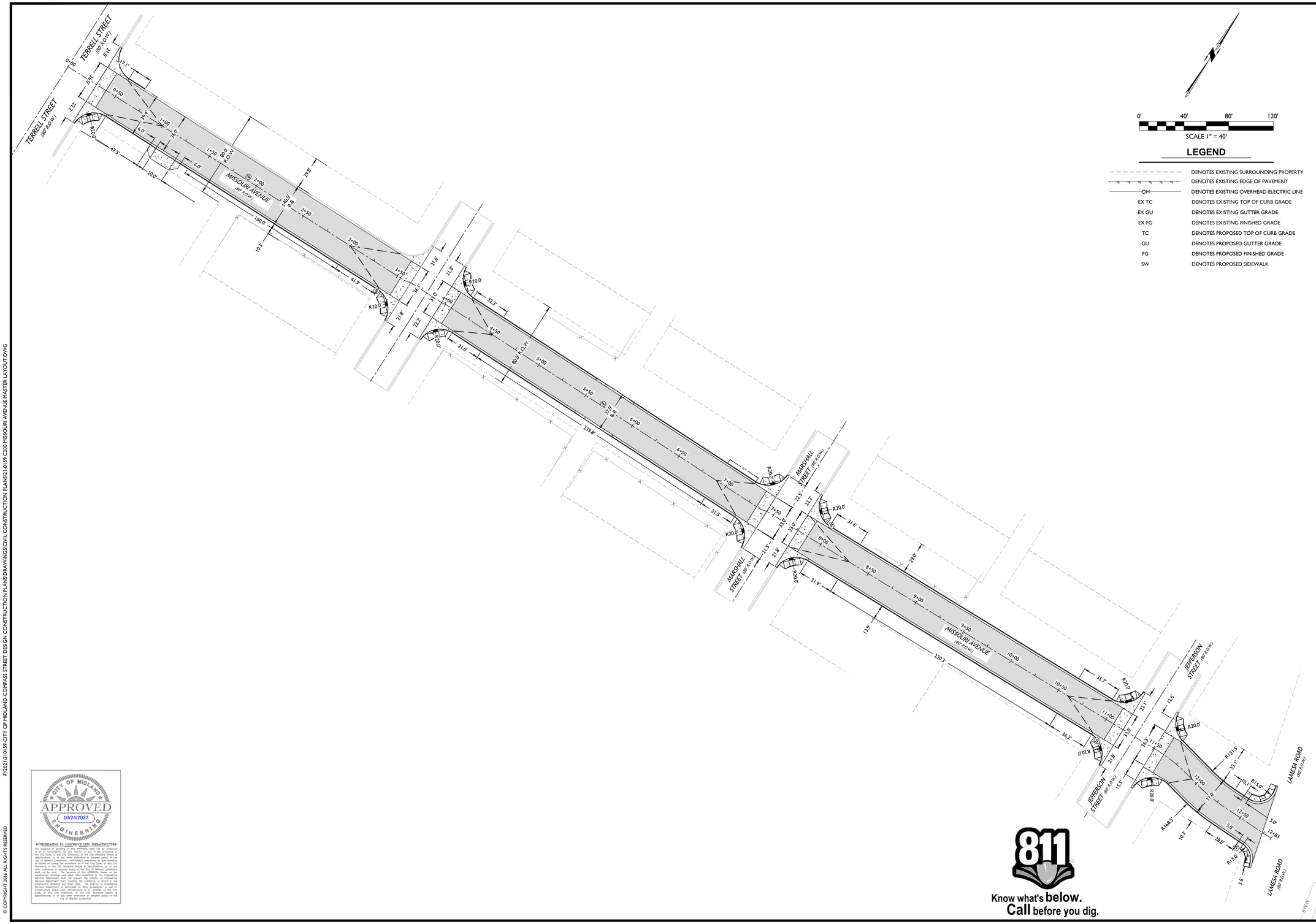
SHEET C148-C



LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
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OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
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MISSOURI AVENUE MASTER LAYOUT
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C200**

F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C200 MISSOURI AVENUE MASTER LAYOUT.DWG

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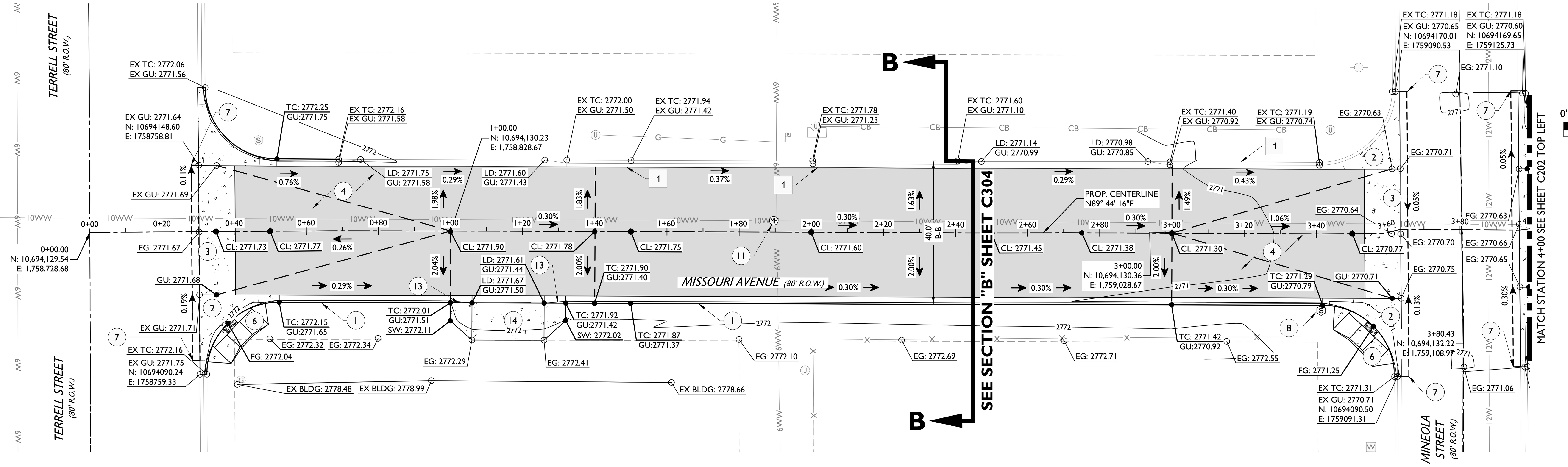

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- PP DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
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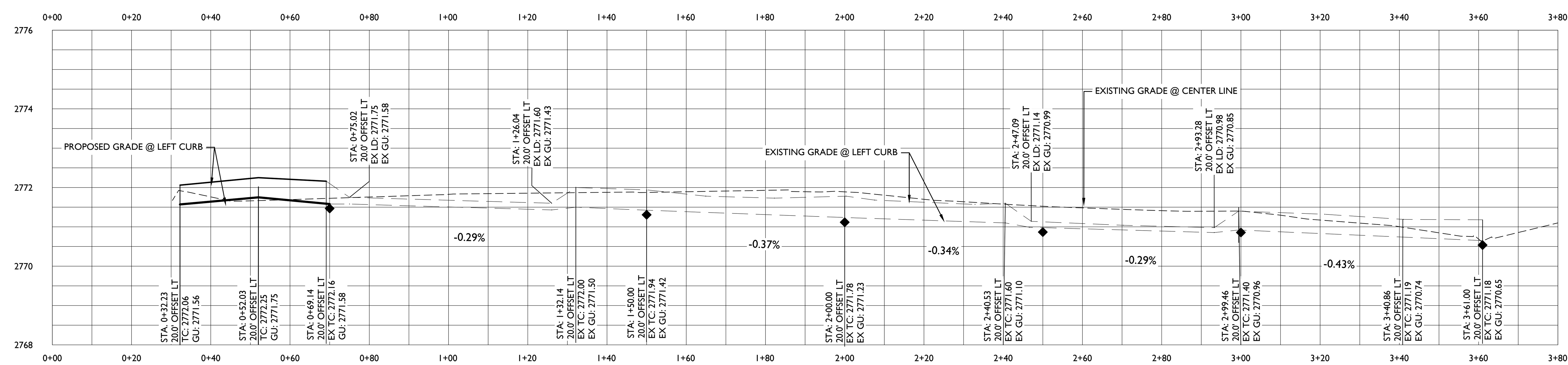
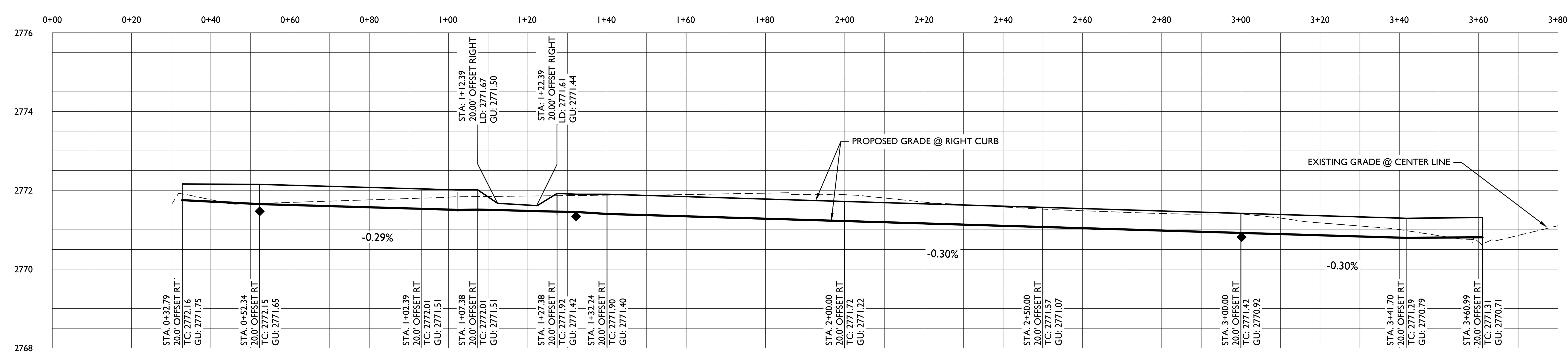
- DENOTES EXISTING SIDEWALK





PAVING NOTES

Typ. 1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

2. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

3. CONSTRUCT 10' STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

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5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.

6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.

8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.

9. CONSTRUCT STANDARD (SAW-TOOTH) TYPE "I" CURB PER DETAIL 215 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. CONSTRUCT CONCRETE DRAINAGE FLUME PER DETAIL 403(A) AND 403(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. SEE SHEET C302.

10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER GUY ANCHOR, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.

CITY OF MIDLAND NEEDS TO COORDINATE RELOCATION OF EXISTING MAIL BOXES AND TELEPHONE PEDESTALS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE FIRE HYDRANTS.

11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.

12. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, SHEET C301.

13. TRANSITION CURB HEIGHT FROM 2" TO 6" OVER THIS LENGTH, PER GRADING PLAN. SEE CITY OF MIDLAND'S CONSTRUCTION DETAIL 208, SHEET C301.

14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

15. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

16. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.

17. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

18. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C302.

19. CONSTRUCT EMERGENCY SPILLWAY ACCORDING TO DETAIL 01, SHEET C302.

20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.

21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

GRADING NOTES:

- SIDEWALK / ADA PATH GRADES ARE NOT TO EXCEED 5.0% LONGITUDINALLY OR 2.0% TRANSVERSALLY.
- SLOPES SHOWN ARE TYPICALLY CALCULATED FROM THE GUTTER LIP GRADE. PLEASE NOTE THAT THIS IS DIFFERENT FROM THE ACTUAL GUTTER GRADE, WHISH IS SLIGHTLY LOWER THAN THE LIP. THE LIP IS GENERALLY 6 INCHES BELOW THE TOP OR BACK OR CURB UNLESS NOTED OTHERWISE.
- SLOPES AS FLAT AS 0.20% - 0.50% ARE COMMONLY CALLED FOR ALONG CONCRETE DRAINAGE PATHS. THESE SLOPES ARE VERY FLAT. IT IS HIGHLY SUGGESTED THAT THE CONTRACTOR EMPLOY BLUE TOPS AND EXTRA GRADE CONTROL IN AREAS WITH THESE SLOPES.

GRADING KEY NOTES:

Typ. 1. MATCH EXISTING GRADE

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.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.



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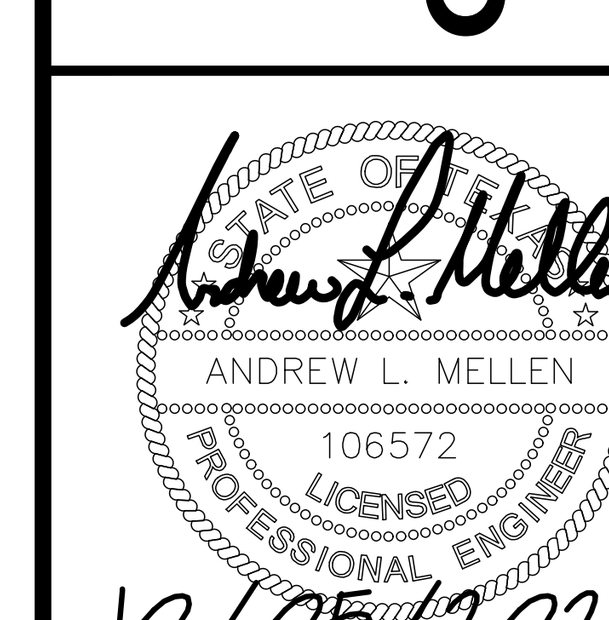
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS



SHEET C201

F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C201 MISSOURI AVENUE PLAN AND PROFILE.DWG

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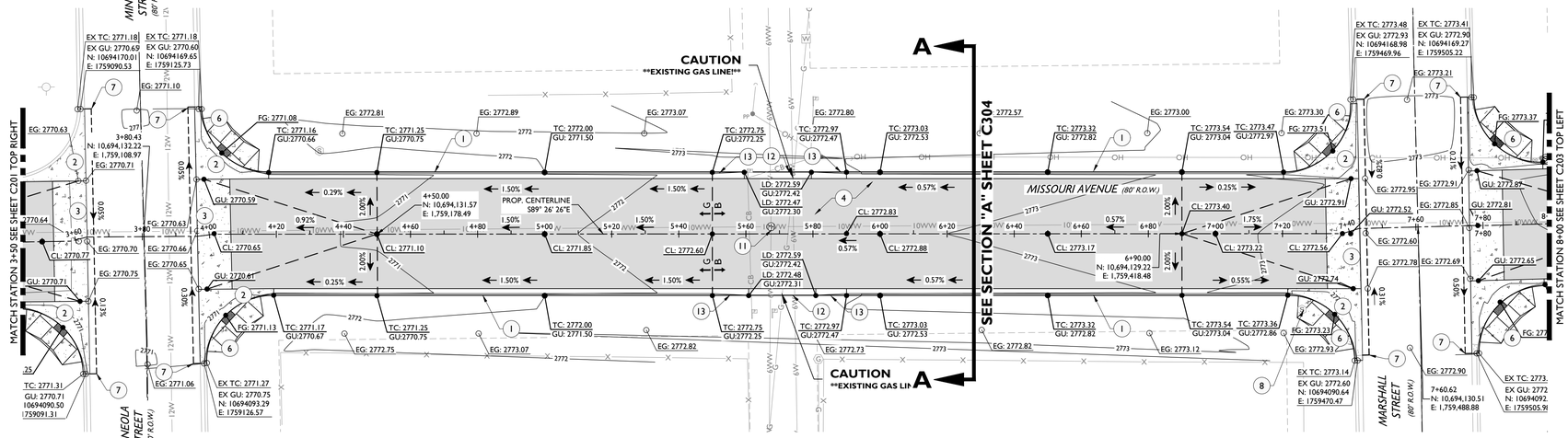

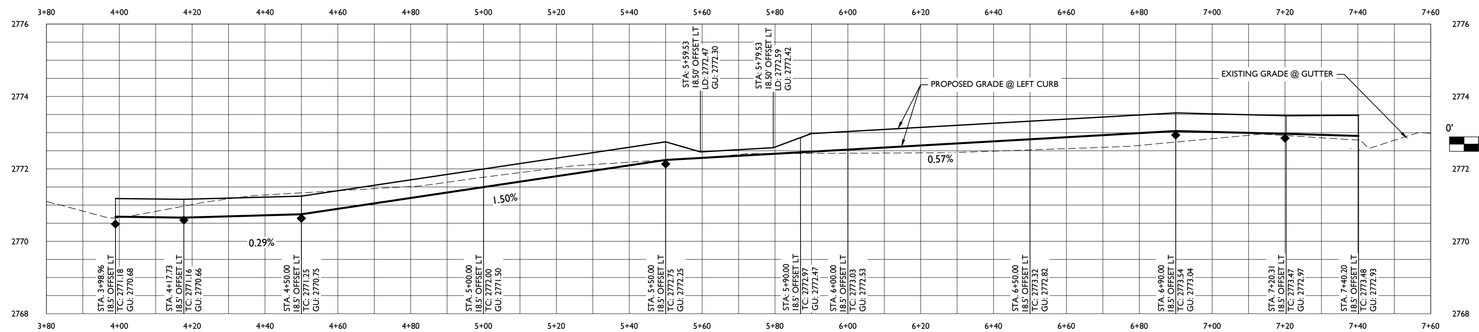

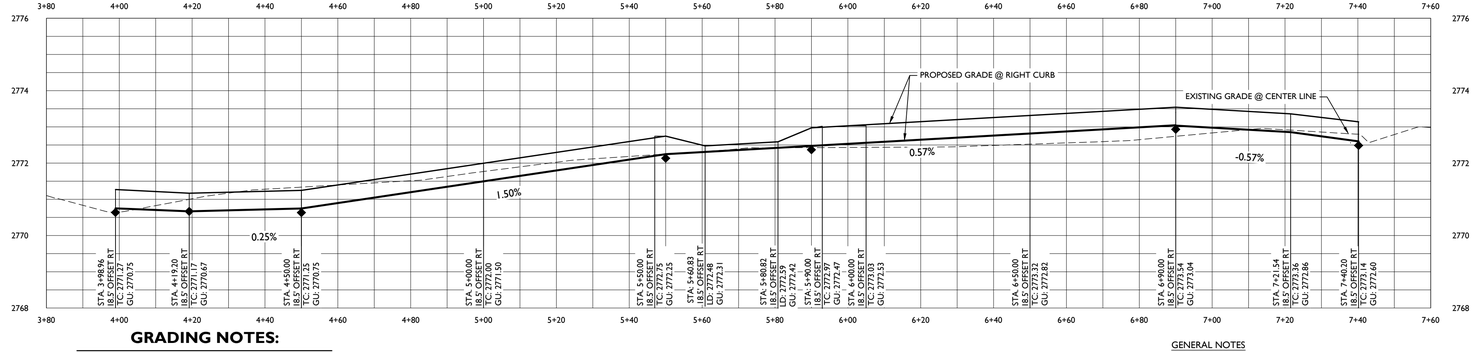

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CITY OF MIDLAND APPROVED ENGINEERING 10/24/2022

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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. APPROVAL's purporting to give authority to violate, or cancel 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 shall not be valid. The issuance of APPROVAL based on 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 public improvements not in accordance with 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.

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DATE: 01/03/2022
JOB: 21-0159

MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C202

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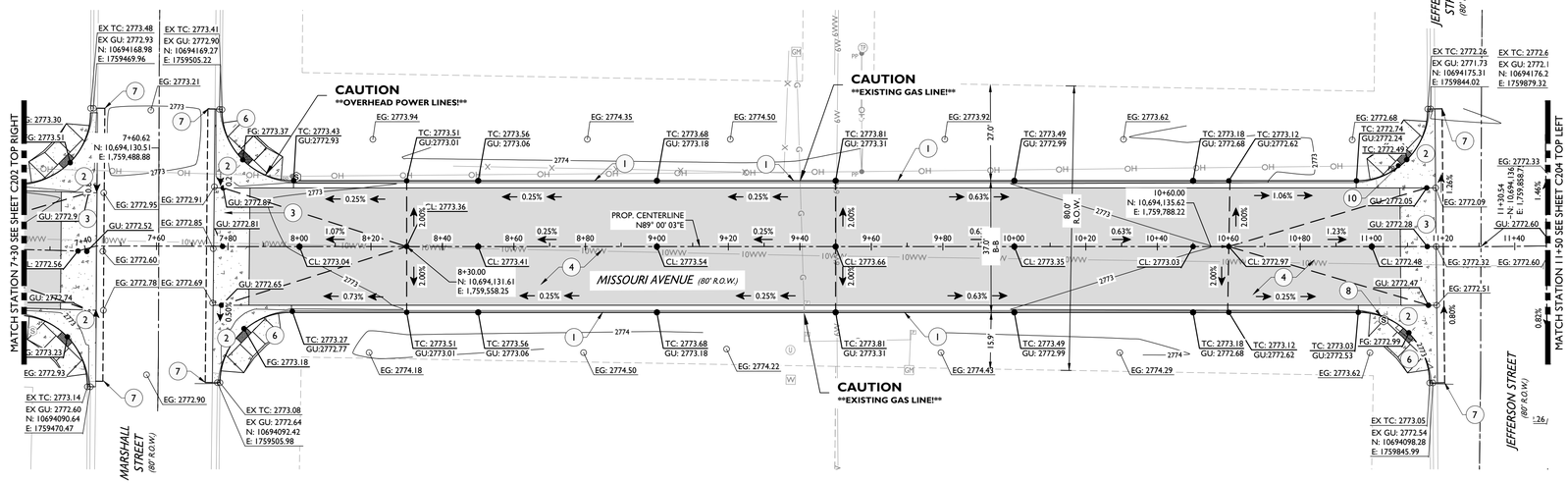

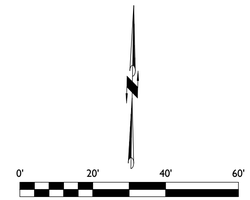

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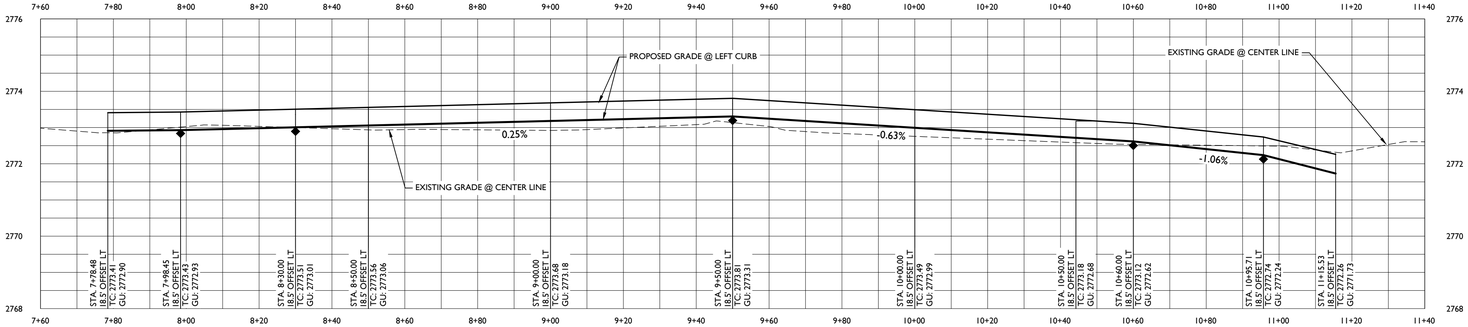

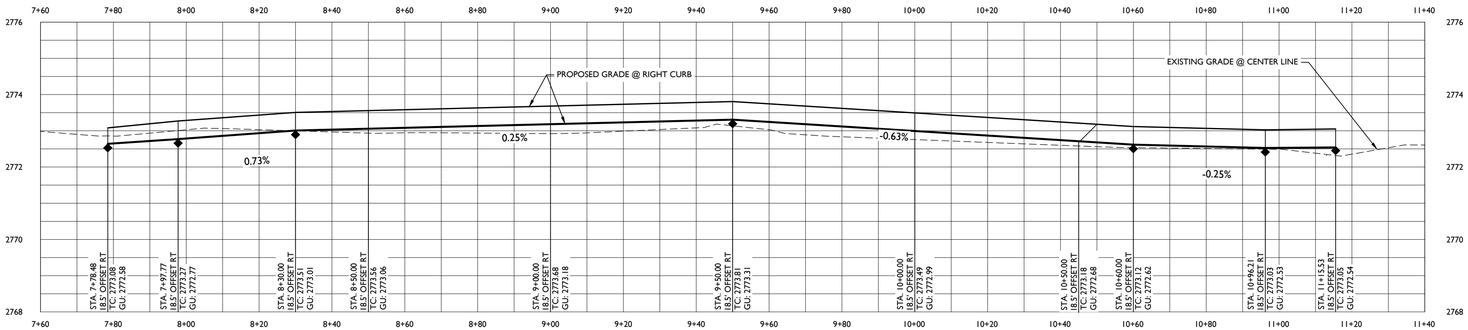

GRADING NOTES:

- SIDEWALK / ADA PATH GRADES ARE NOT TO EXCEED 5.0% LONGITUDINALLY OR 2.0% TRANSVERSALLY.
- SLOPES SHOWN ARE TYPICALLY CALCULATED FROM THE GUTTER LIP GRADE. PLEASE NOTE THAT THIS IS DIFFERENT FROM THE ACTUAL GUTTER GRADE, WHISH IS SLIGHTLY LOWER THAN THE LIP. THE LIP IS GENERALLY 6 INCHES BELOW THE TOP OR BACK OR CURB UNLESS NOTED OTHERWISE.
- SLOPES AS FLAT AS 0.20% - 0.50% ARE COMMONLY CALLED FOR ALONG CONCRETE DRAINAGE PATHS. THESE SLOPES ARE VERY FLAT. IT IS HIGHLY SUGGESTED THAT THE CONTRACTOR EMPLOY BLUE TOPS AND EXTRA GRADE CONTROL IN AREAS WITH THESE SLOPES.

GRADING KEY NOTES:

Typ. (1.) MATCH EXISTING GRADE

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.
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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

MISSOURI AVENUE PLAN AND PROFILE

COMPASS CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C203**

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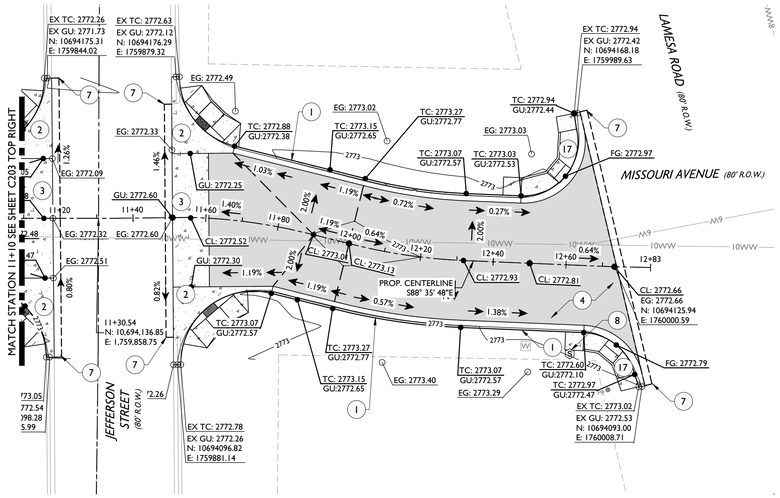

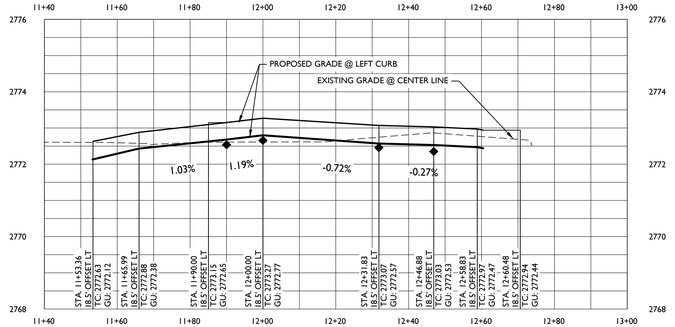

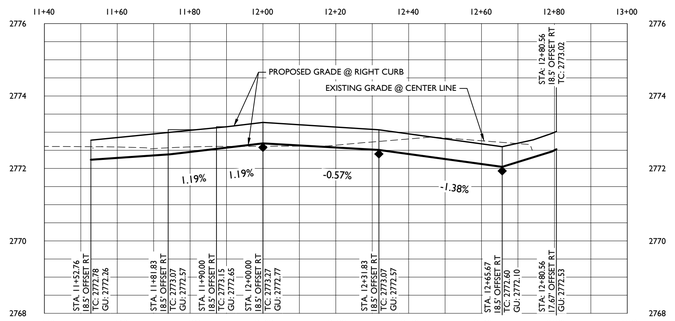

LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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- DENOTES EXISTING STOP SIGN
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- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

PAVING NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

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5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
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GRADING KEY NOTES:

Typ. (1) MATCH EXISTING GRADE

CITY OF MIDLAND
APPROVED
ENGINEERING
10/24/2022

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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JOB: 21-0159

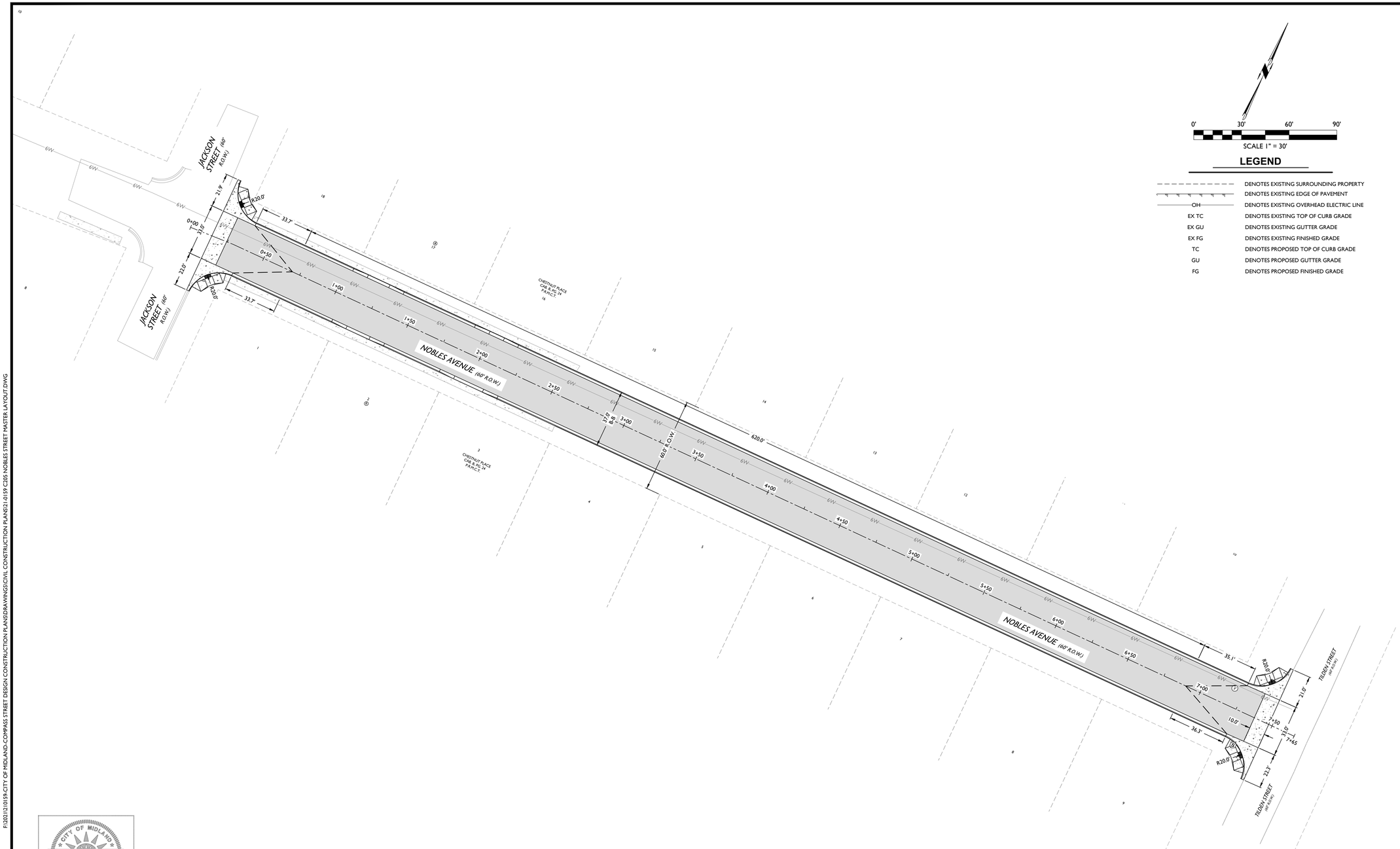
MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C204



SCALE 1" = 30'

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

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CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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APPROVED BY:	ALM
DATE:	01/03/2022
JOB:	21-0159

NOBLES STREET MASTER LAYOUT
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C205**

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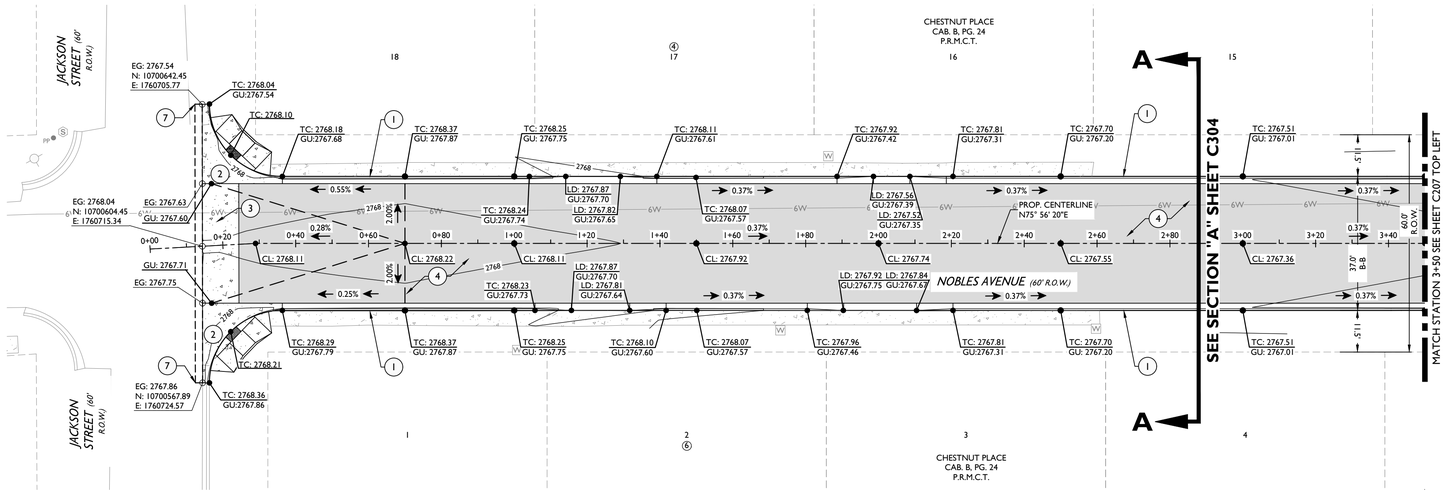

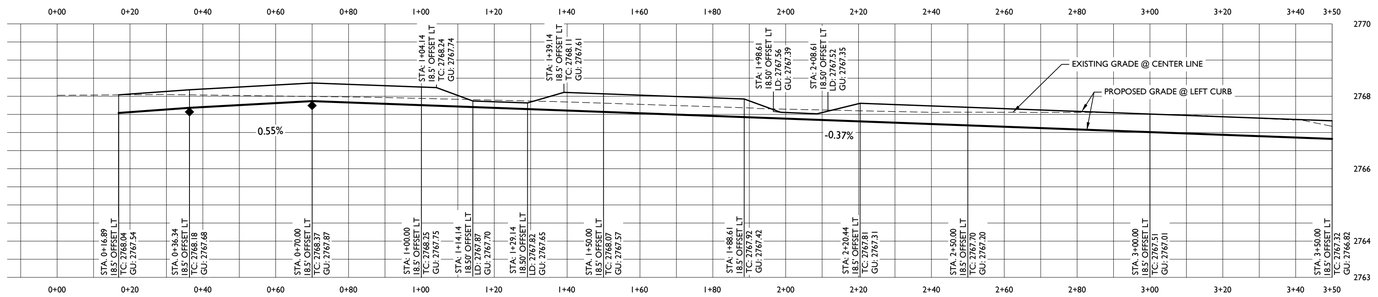

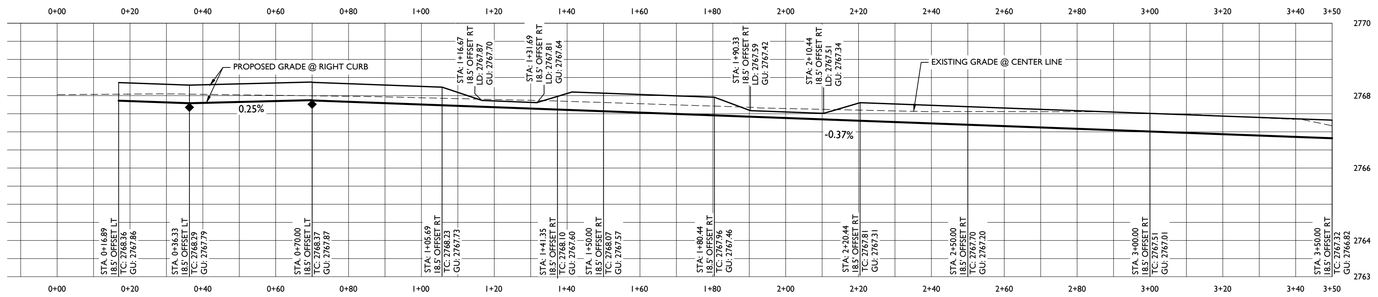

GRADING KEY NOTES:

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- DENOTES EXISTING SIDEWALK

0' 20' 40' 60'
SCALE 1" = 20'

PAVING NOTES

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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

CITY OF MIDLAND APPROVED ENGINEERING 10/24/2022
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DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

NOBLES AVENUE PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C206

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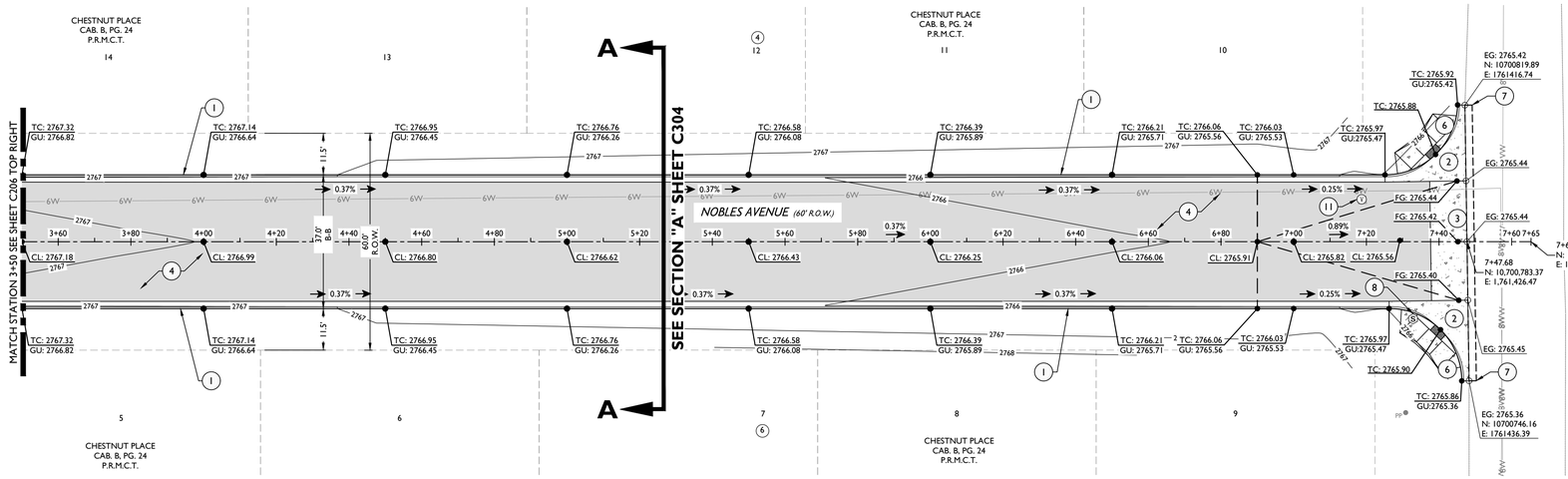

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
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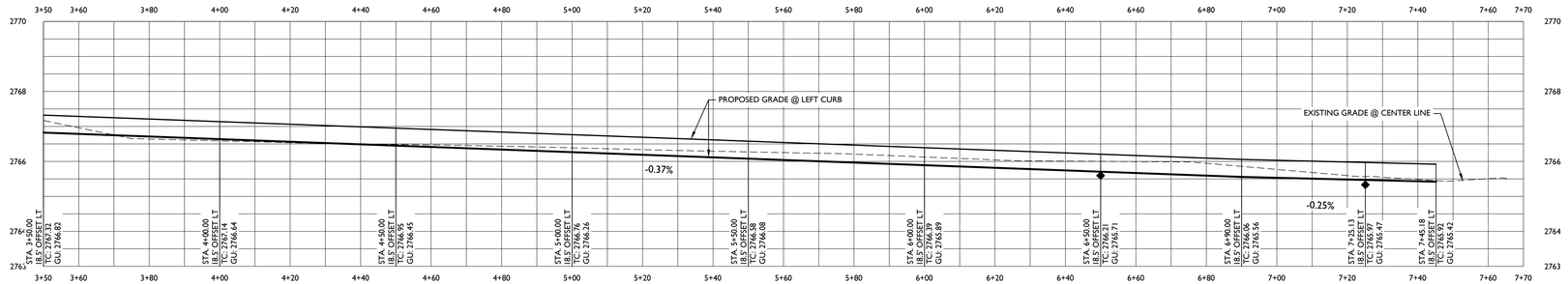

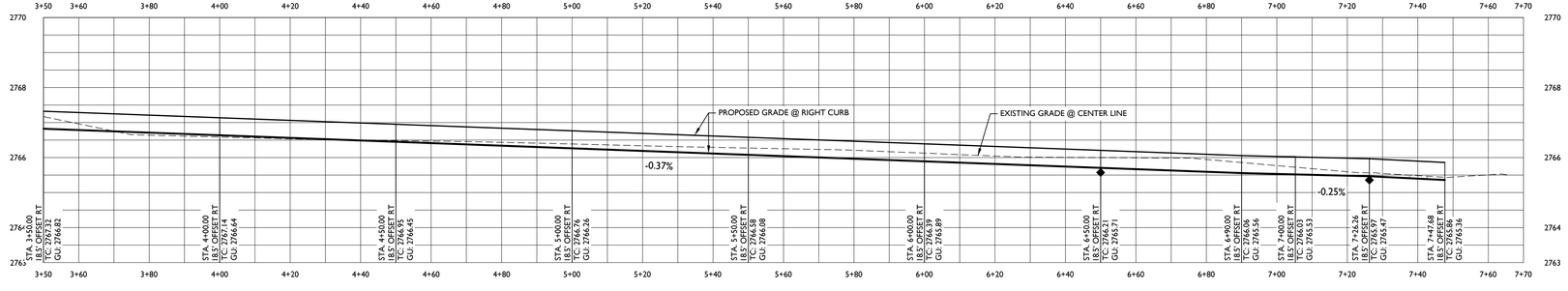

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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GRADING KEY NOTES:

Typ. (1.) MATCH EXISTING GRADE

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PAVING NOTES

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5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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DRAWN BY: MAL
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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

NOBLES AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C207

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LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
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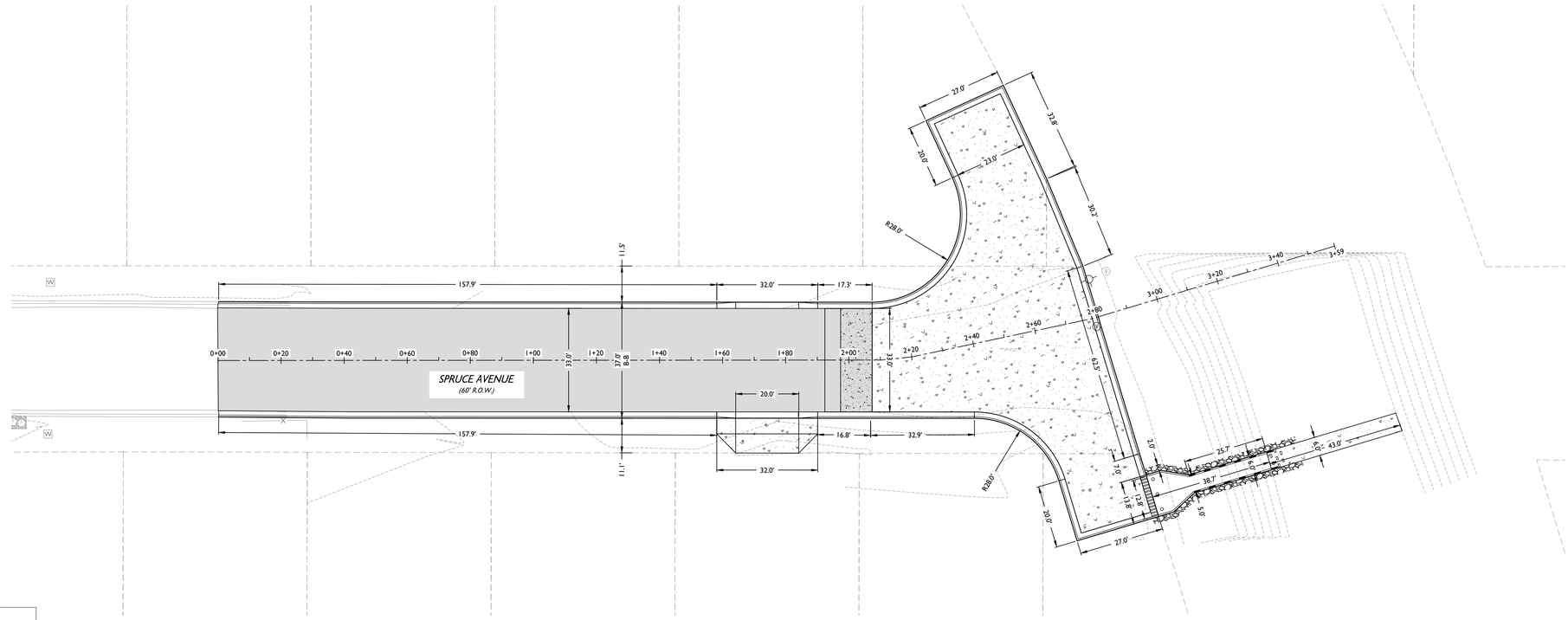
- DENOTES EXISTING SIDEWALK

0' 20' 40' 60'

SCALE 1" = 20'



CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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BY	APPR.	DATE

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DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

SPRUCE STREET MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C208**

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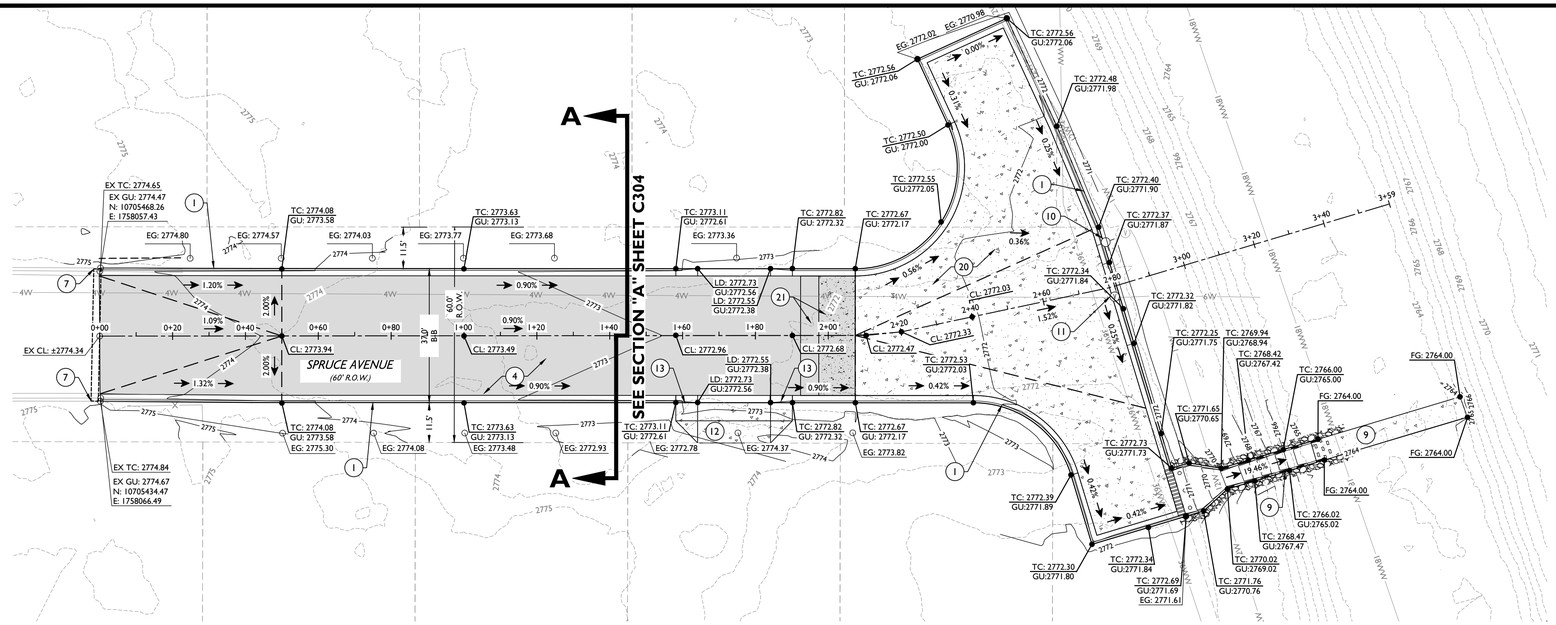

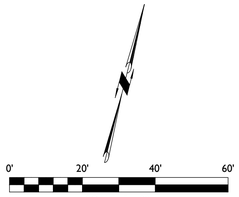

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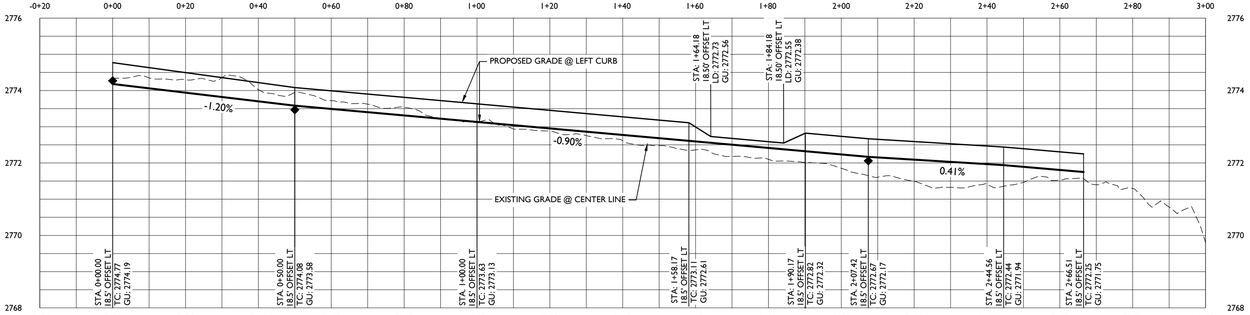

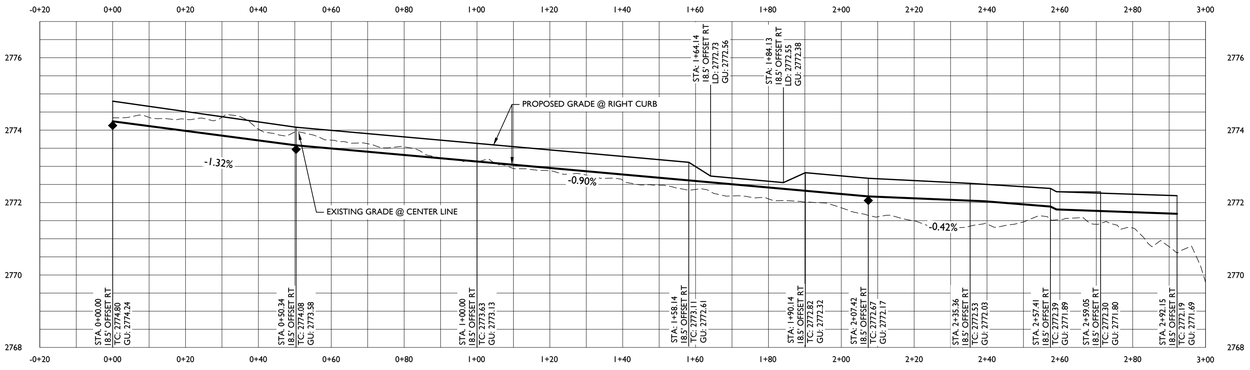

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Typ.
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DATE 01/03/2022
JOB 21-0159

SPRUCE STREET PLAN AND PROFILE

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C209**

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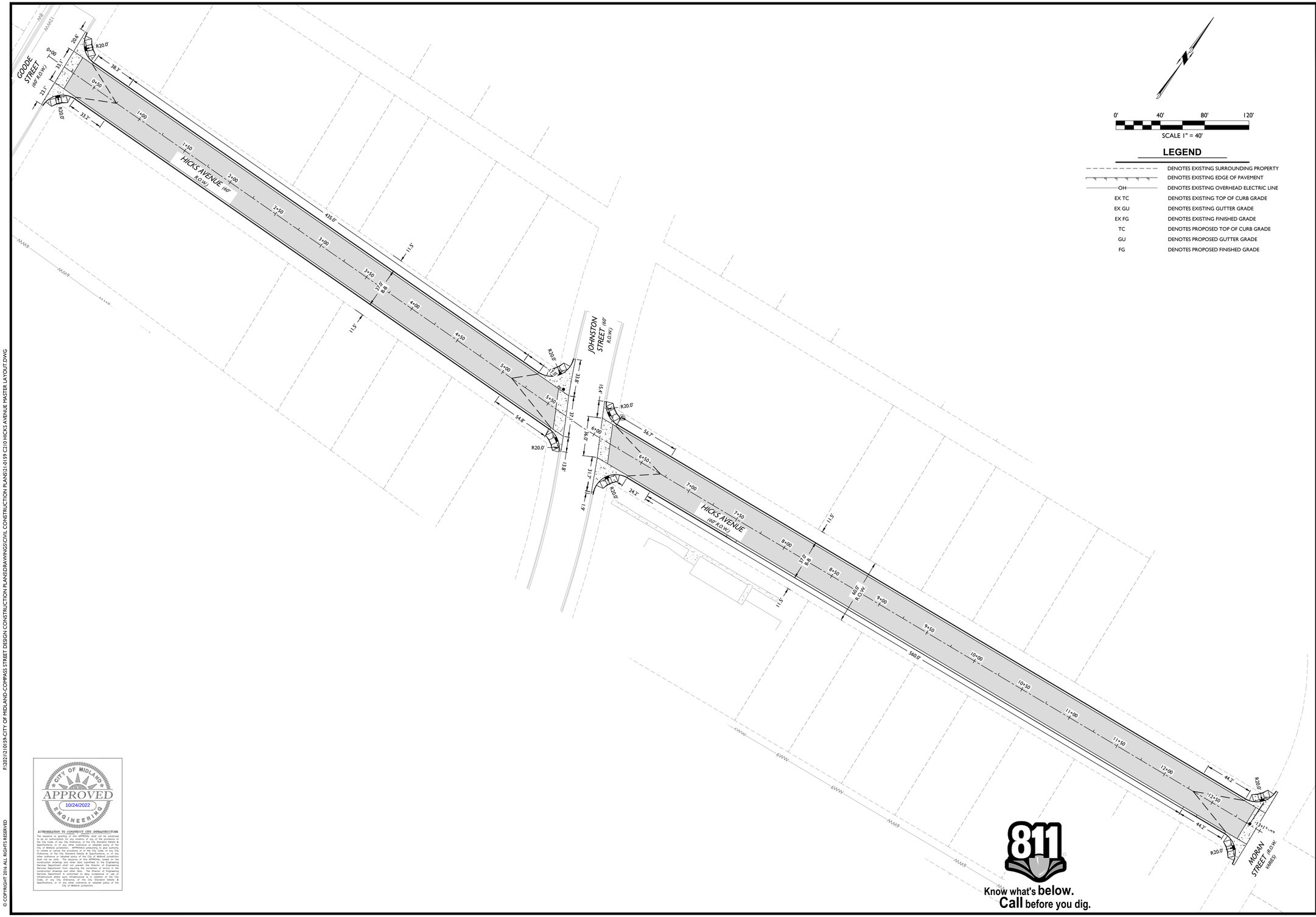

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

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BY	APPR.	DATE

REVISIONS

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CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
JOB:	21-0159

HICKS AVENUE MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C210

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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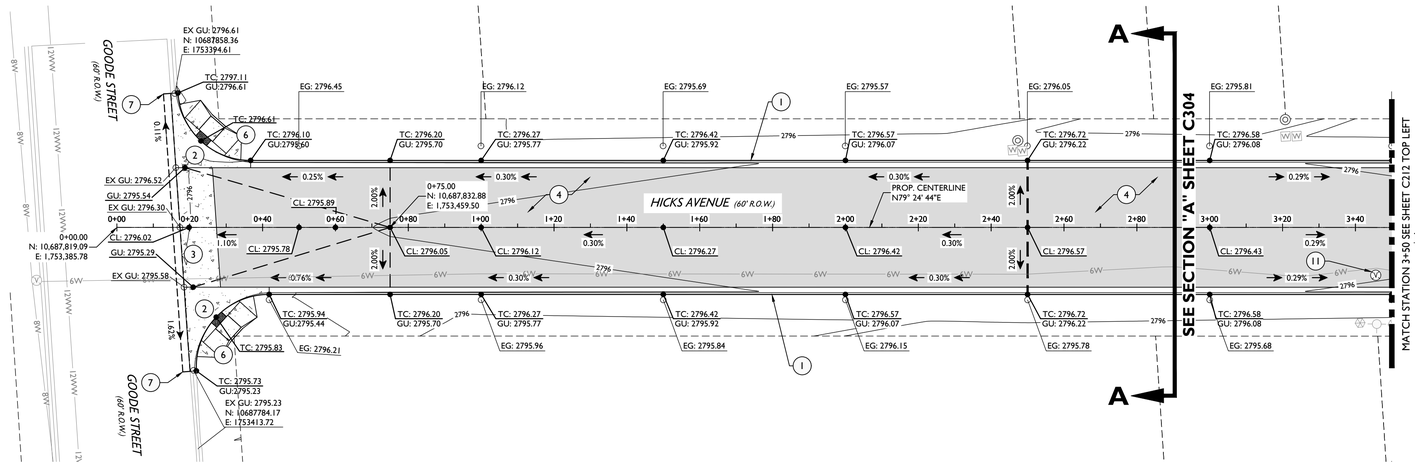

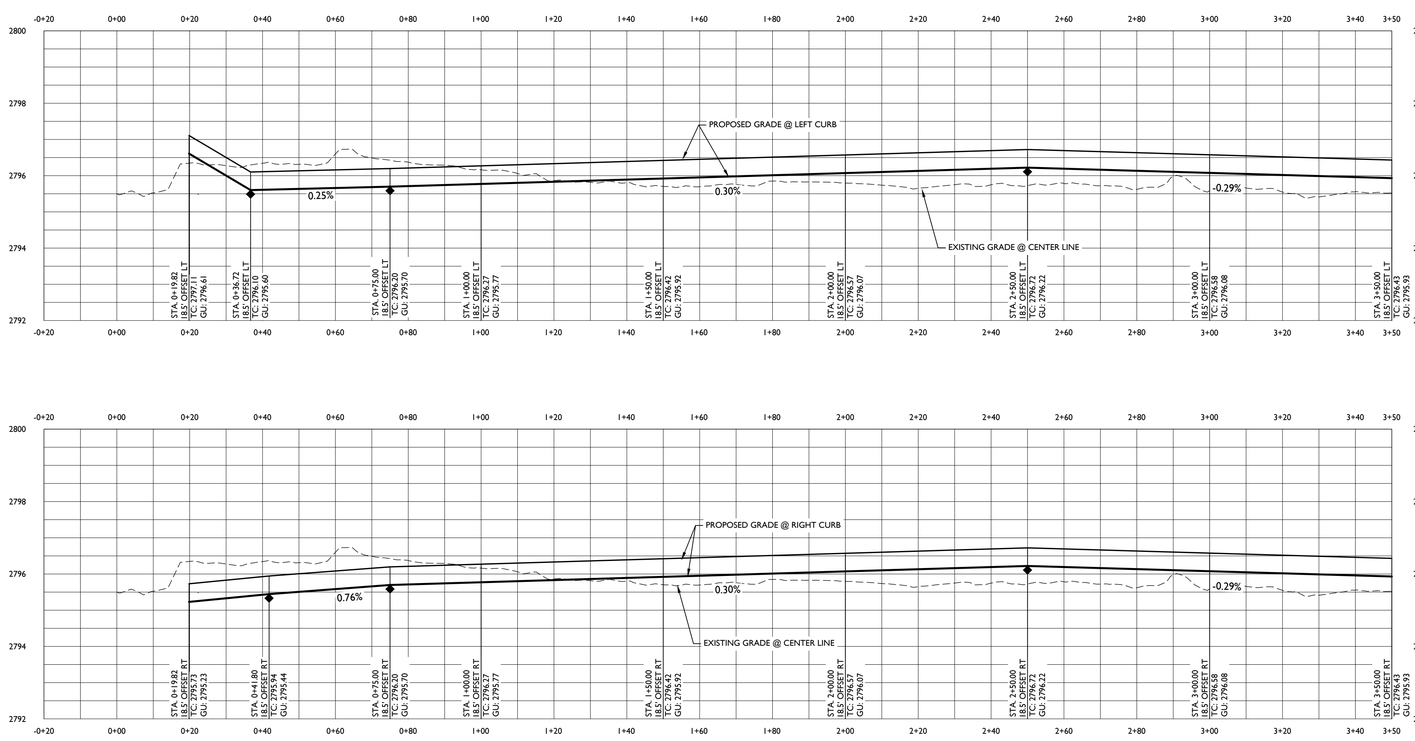

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0' 20' 40' 60'
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LEGEND

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W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
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X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
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8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
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6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

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CITY OF MIDLAND, TEXAS APPROVED ENGINEERING 10/24/2022
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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

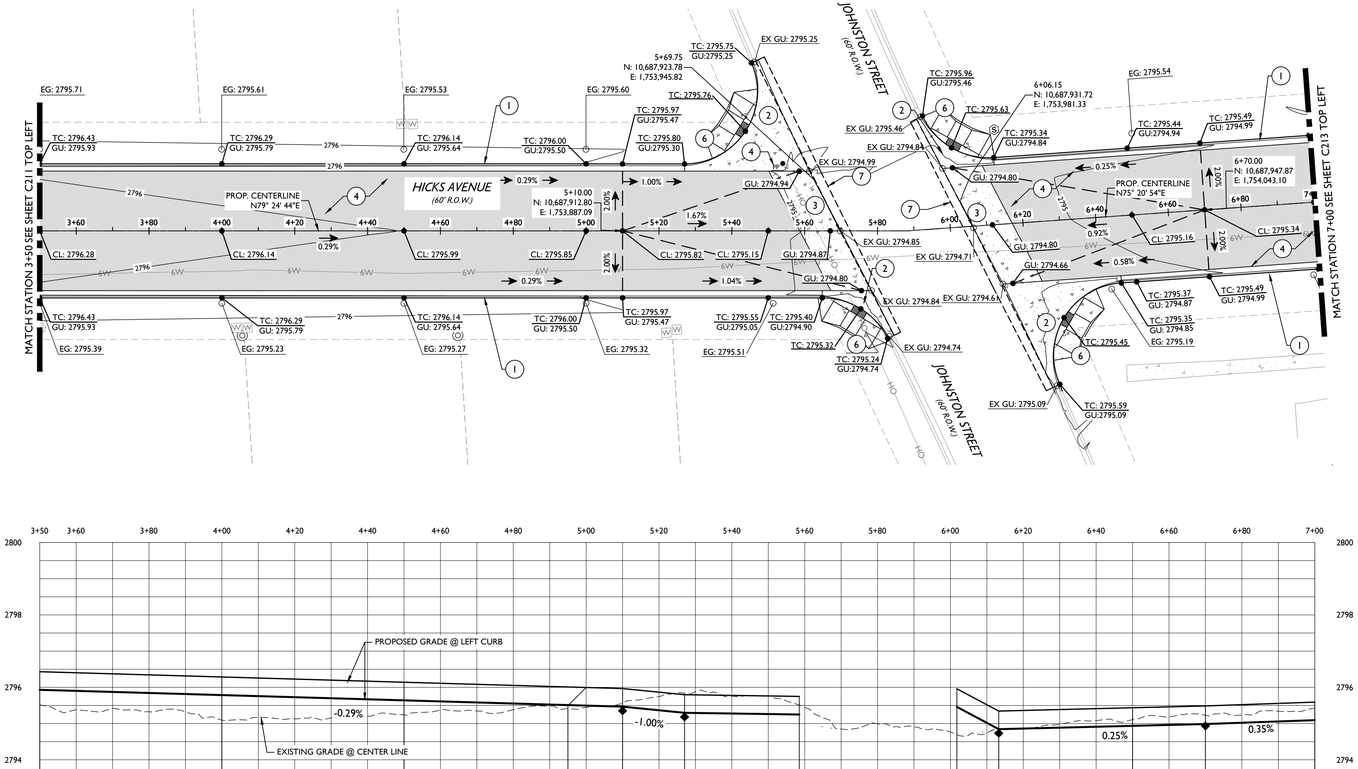
HICKS AVENUE PLAN AND PROFILE

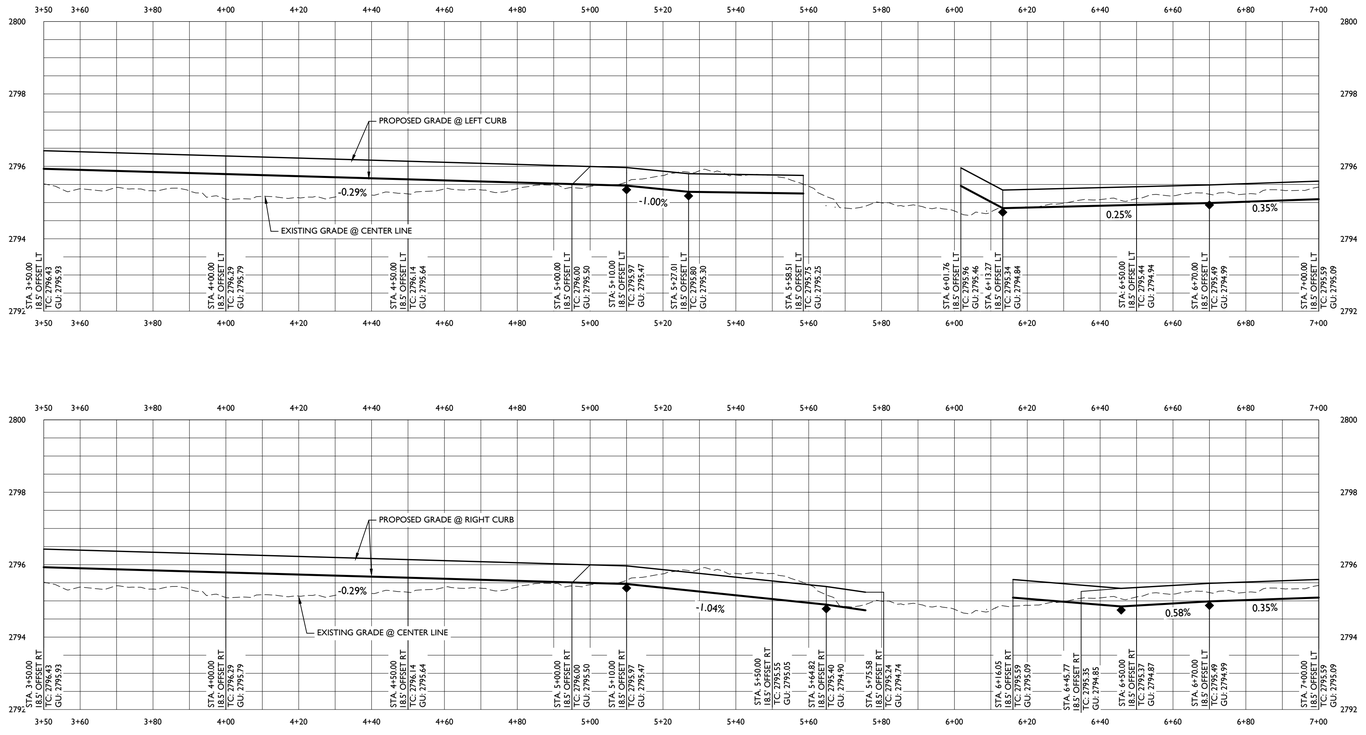
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C211





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CITY OF MIDLAND APPROVED ENGINEERING 10/24/2022

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

HICKS AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C212

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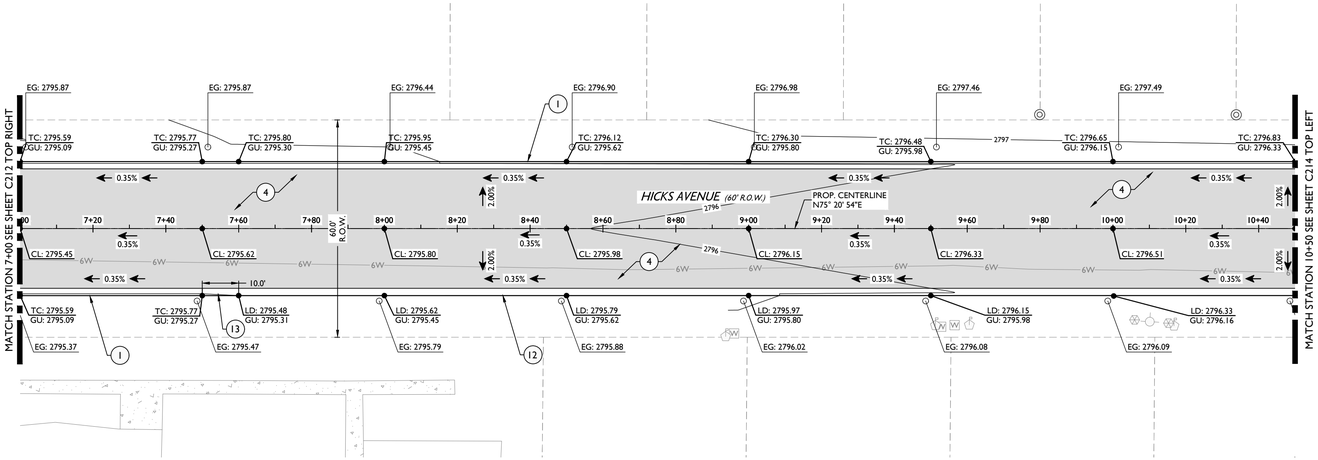

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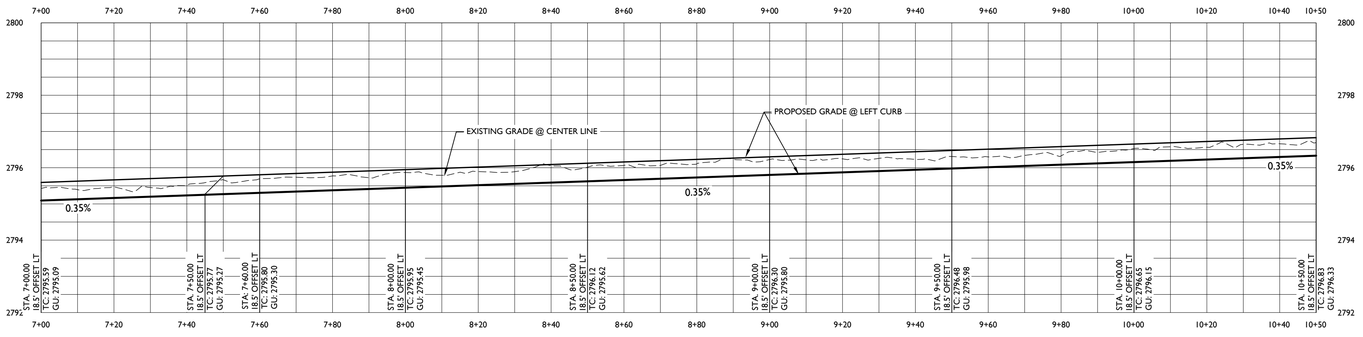

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APPROVED
ENGINEERING
10/24/2022

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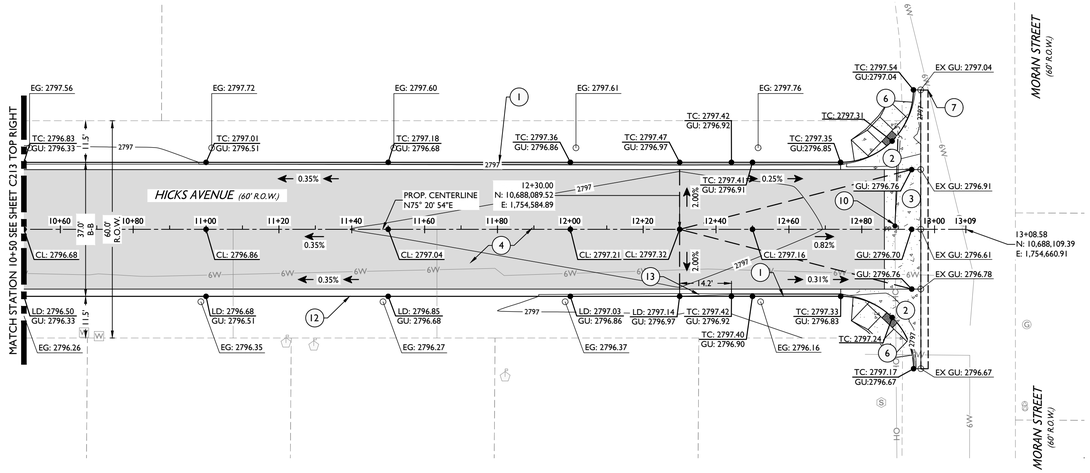

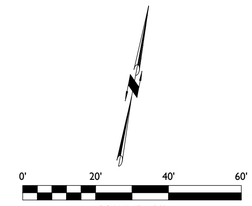

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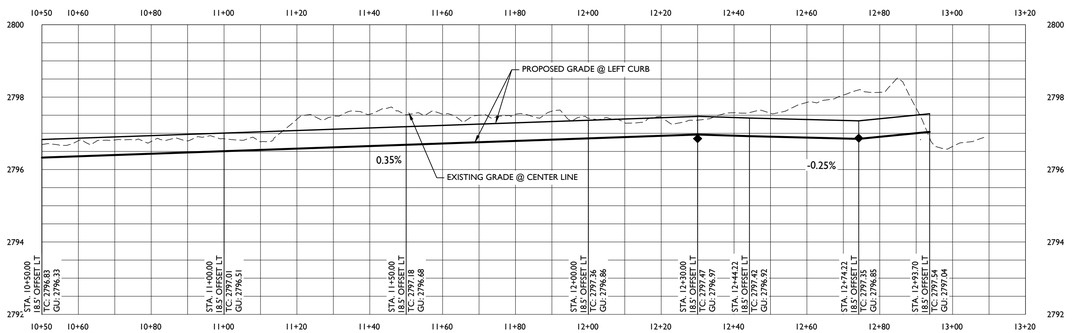

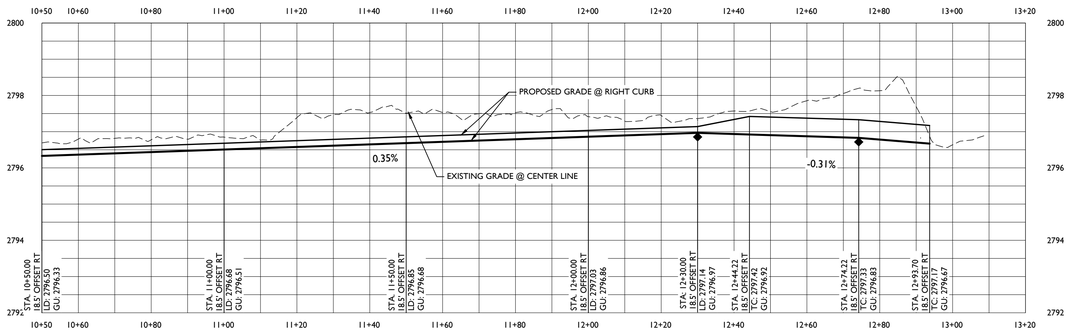

LEGEND

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Typ. (1.) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

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6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
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14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the Code of Ordinances, 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 the Code of Ordinances, 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 approval of a PLAN, PLAT, or 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 construction which is in violation of the provisions of the Code of 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.

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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

HICKS AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C214

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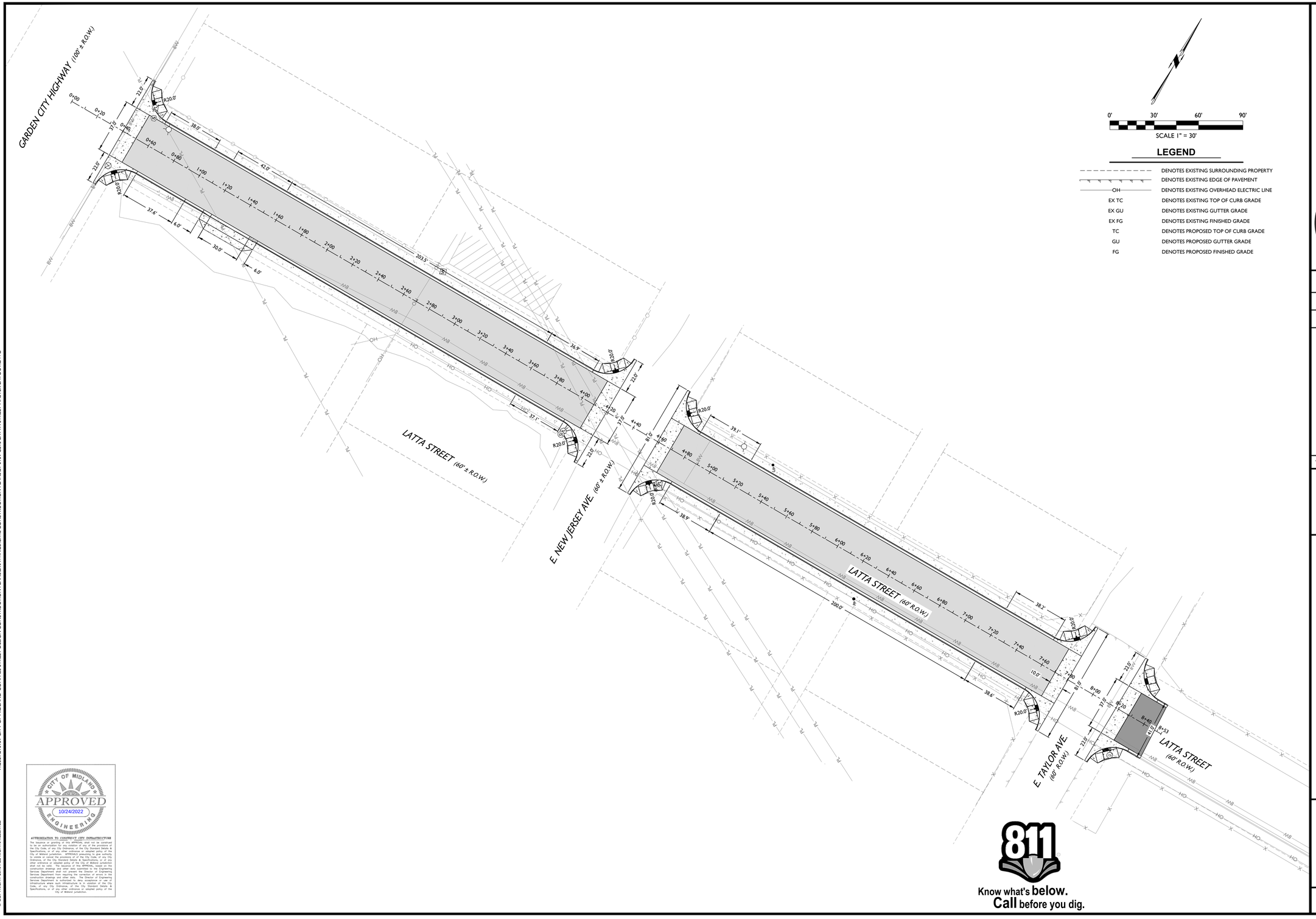

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
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OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
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△	REVISIONS	BY	APPR.	DATE

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DATE: 01/03/2022
JOB: 21-0159

LATTA STREET MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C215

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

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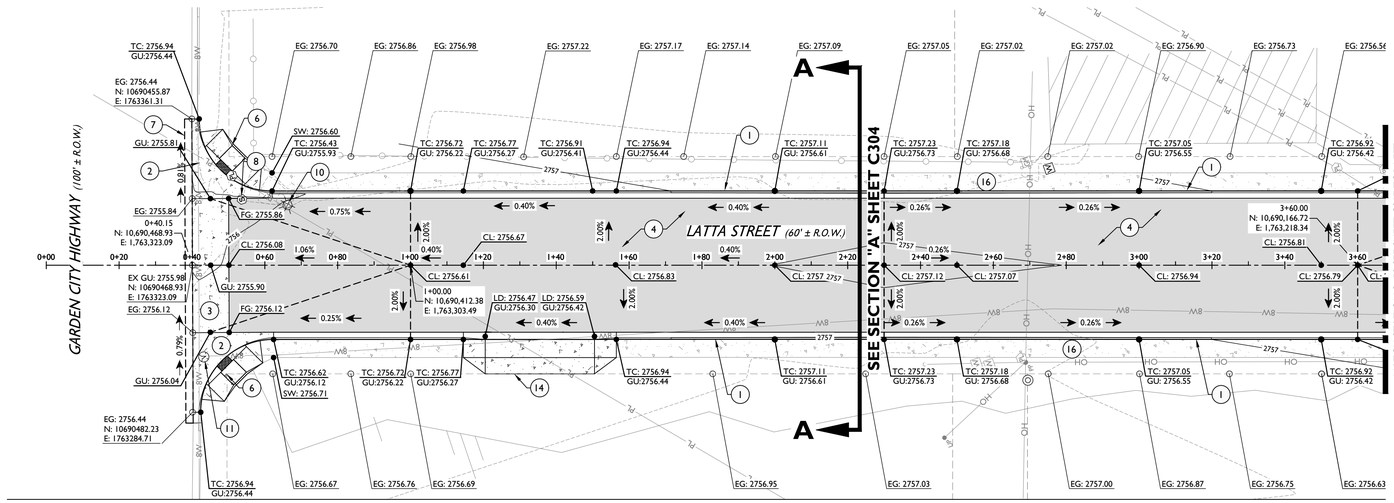

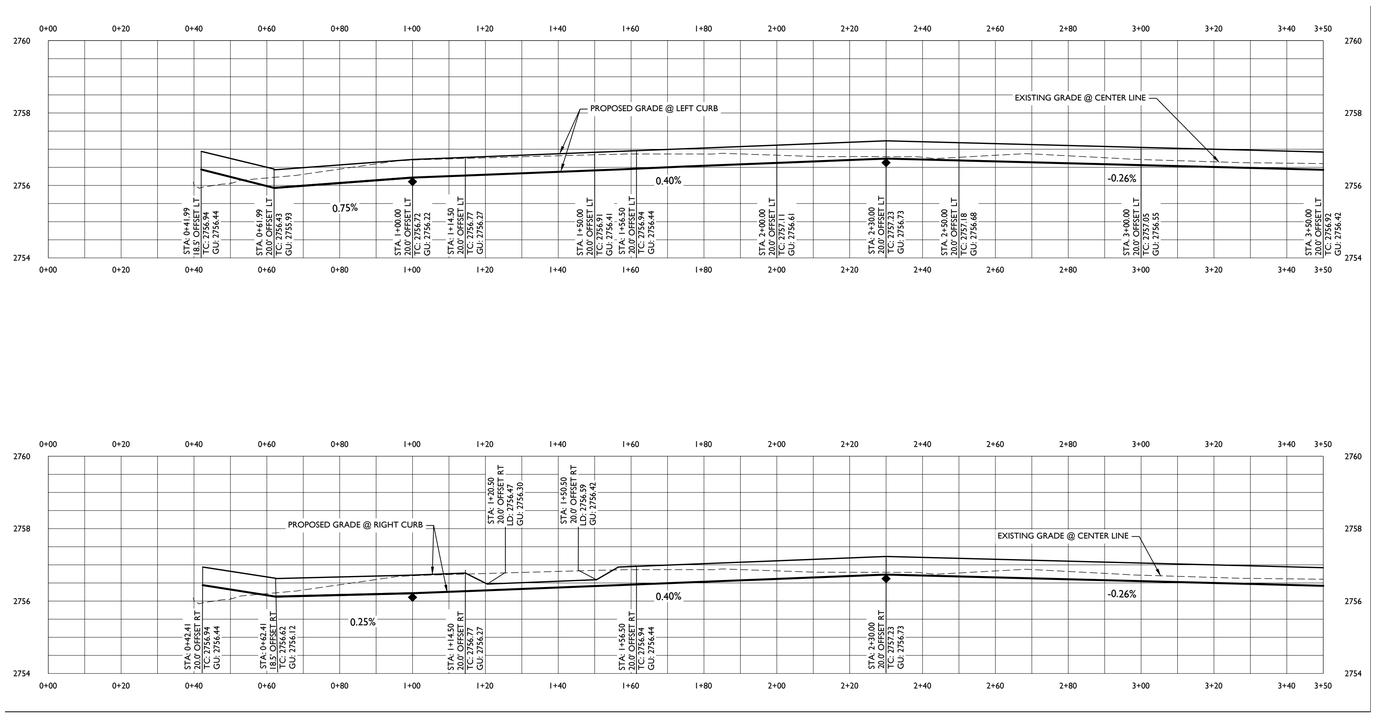

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BY	APPR.	DATE

REVISIONS

DRAWN BY:	MAL
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
JOB:	21-0159

LATTA STREET PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C216

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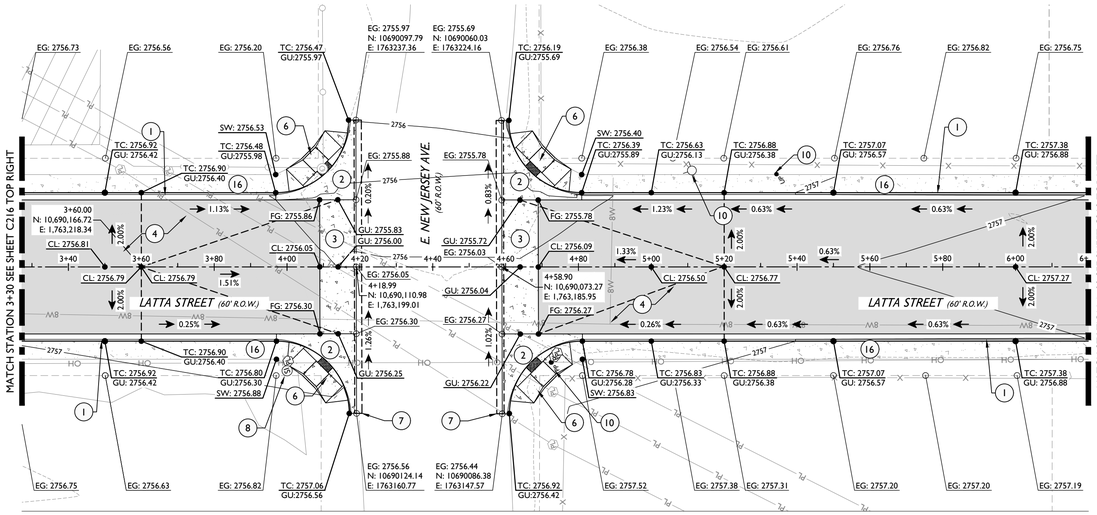

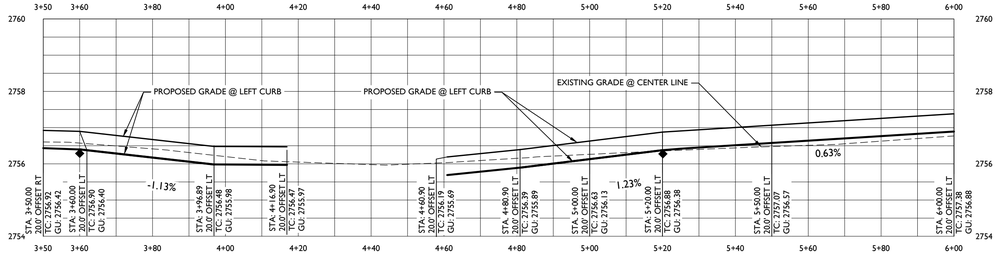

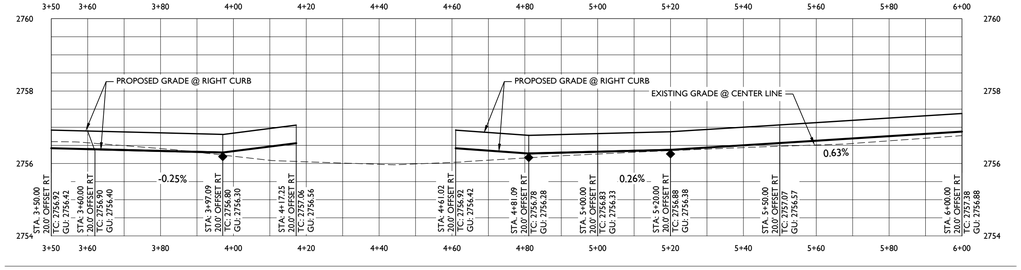

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3. CONSTRUCT 10' STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. SEE SHEET C300. SEE DETAIL 01, SHEET, C303 FOR ±33' B-B ROADS. SEE DETAIL 02, SHEET, C303 FOR ±37' B-B ROADS

5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.

6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.

8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.

9. CONSTRUCT STANDARD (SAW-TOOTH) TYPE "I" CURB PER DETAIL 215 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. CONSTRUCT CONCRETE DRAINAGE FLUME PER DETAIL 403(A) AND 403(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. SEE SHEET C302.

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    CITY OF MIDLAND NEEDS TO COORDINATE RELOCATION OF EXISTING MAIL BOXES AND TELEPHONE PEDESTALS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE FIRE HYDRANTS.

11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.

12. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, SHEET C301.

13. TRANSITION CURB HEIGHT FROM 2" TO 6" OVER THIS LENGTH, PER GRADING PLAN. SEE CITY OF MIDLAND'S CONSTRUCTION DETAIL 208, SHEET C301.

14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

15. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

16. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.

17. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

18. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C302.

19. CONSTRUCT EMERGENCY SPILLWAY ACCORDING TO DETAIL 01, SHEET C302.

20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.

21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland's Design & Construction Standards, Standard 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 the City of Midland's Code, or 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 Director of Engineering Services may withdraw 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 public improvements which are not in accordance with the City's Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C217 LATTA STREET PLAN AND PROFILE.DWG

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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REVISIONS	BY	APPR.	DATE

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

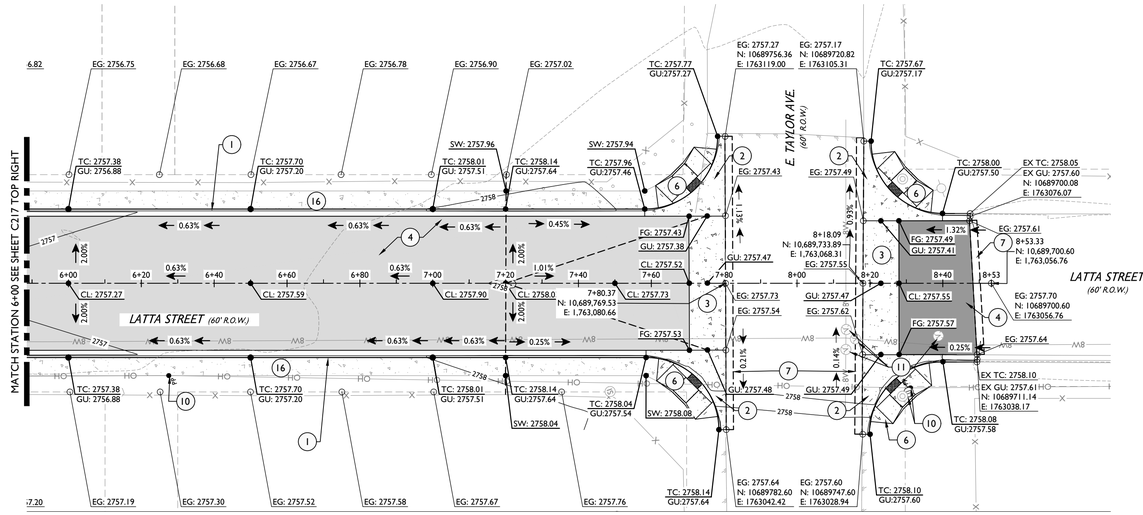
LATTA STREET PLAN AND PROFILE

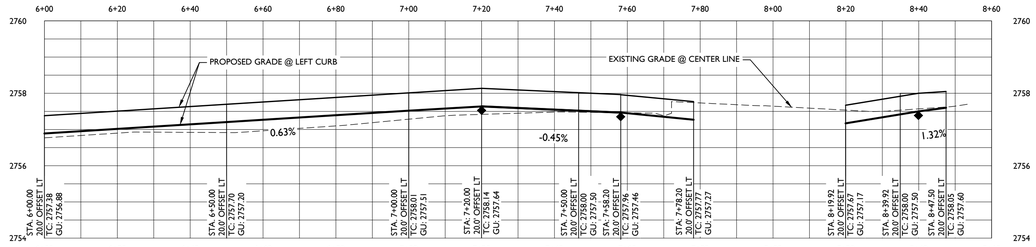
COMPASS

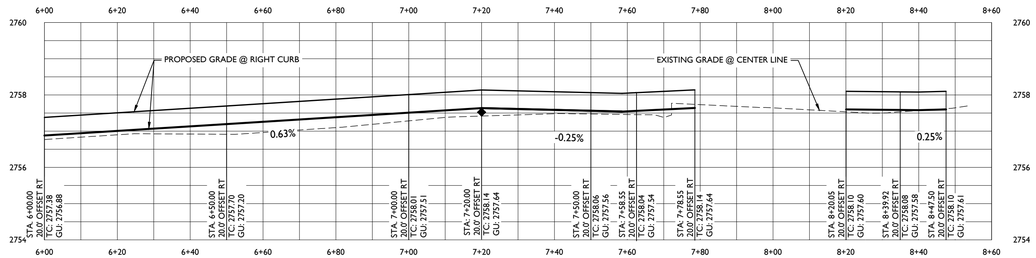
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C217







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.
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F:\2021\21015\CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS (21-0159 C218 LATTA STREET PLAN AND PROFILE.DWG

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

V	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
	DENOTES FOUND MONUMENT AS NOTED
	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING PIPELINE
	DENOTES EXISTING CHAIN LINK FENCE
X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

PAVING NOTES

Typ. (1.)

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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

GRADING KEY NOTES:

Typ. (1.) MATCH EXISTING GRADE

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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 the City Code, or 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 submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans and specifications when found to be in violation of this ordinance. 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.

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NO.	REVISIONS	BY	APPR.	DATE

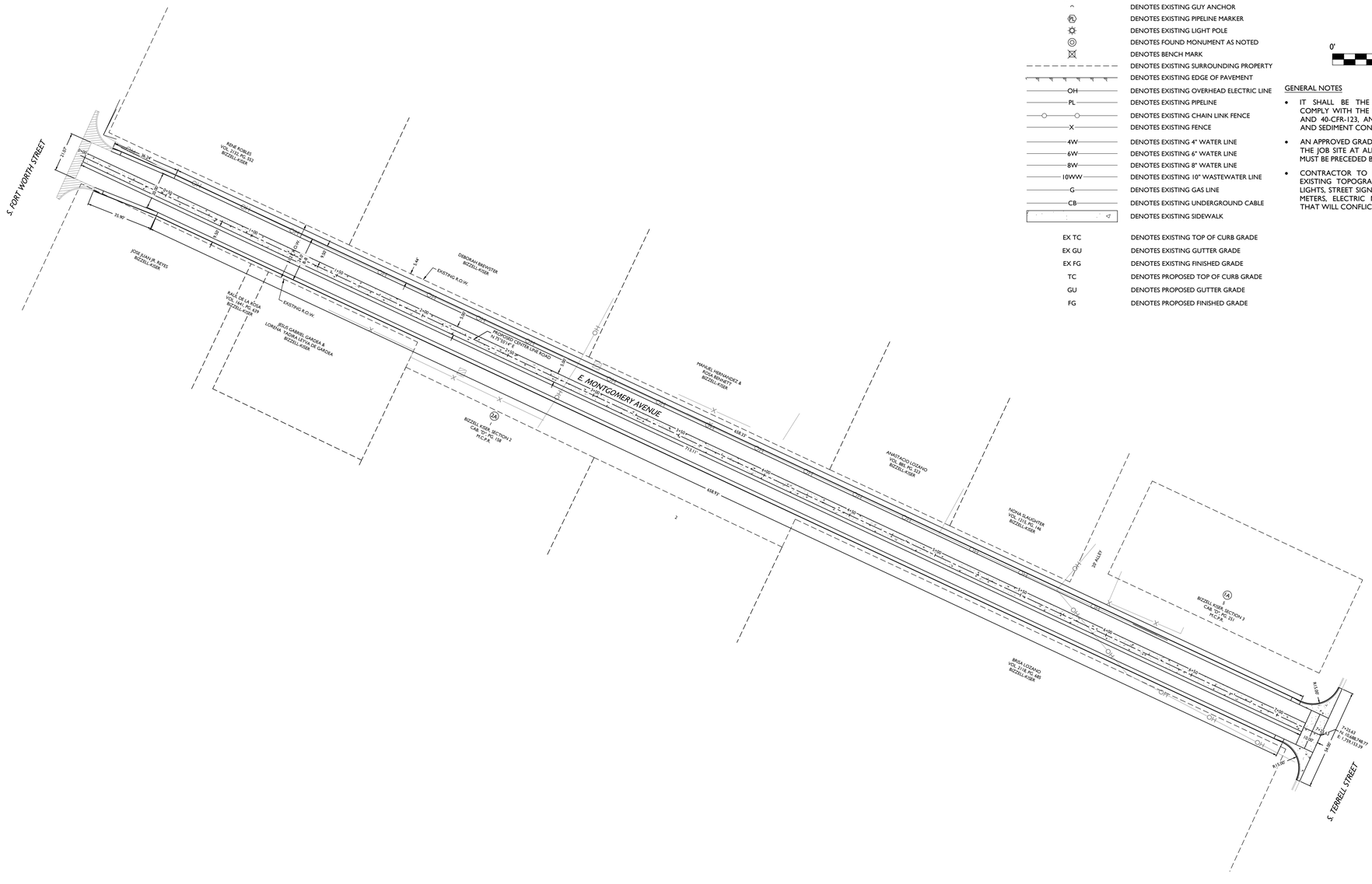
DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

LATTA STREET PLAN AND PROFILE

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/03/2022

SHEET C218



LEGEND

	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
	DENOTES FOUND MONUMENT AS NOTED
	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING PIPELINE
	DENOTES EXISTING CHAIN LINK FENCE
X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

0' 30' 60' 90'

SCALE 1" = 30'

GENERAL NOTES

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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

MONTGOMERY AVE PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C219

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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. The issuance of this APPROVAL shall not prevent the City to cancel or cancel the provisions of all 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. The issuance of what not be void. 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.

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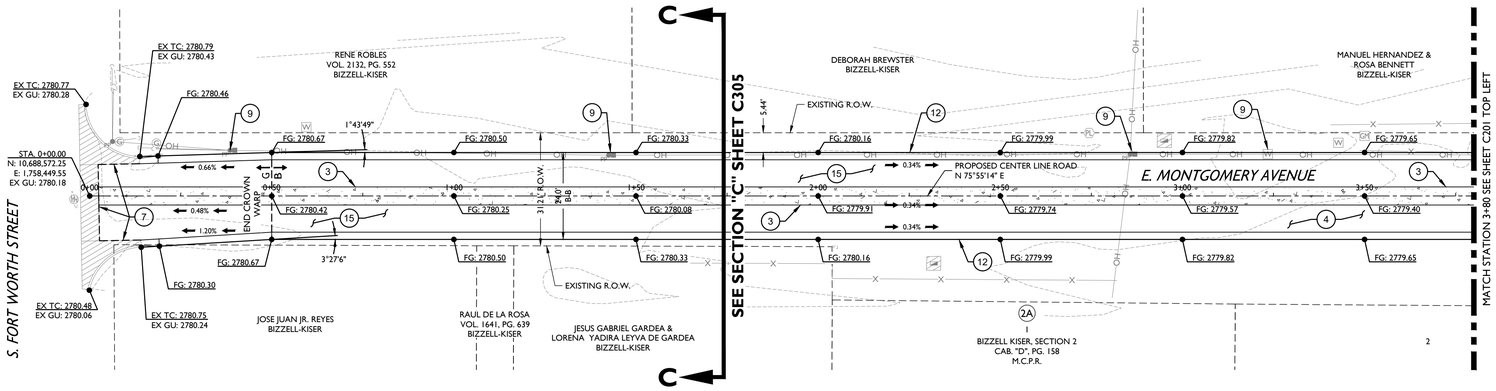
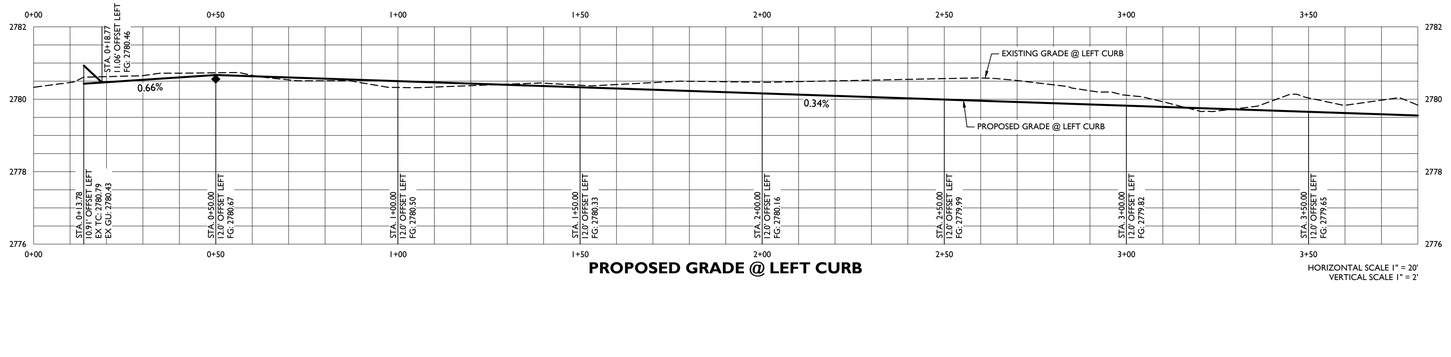
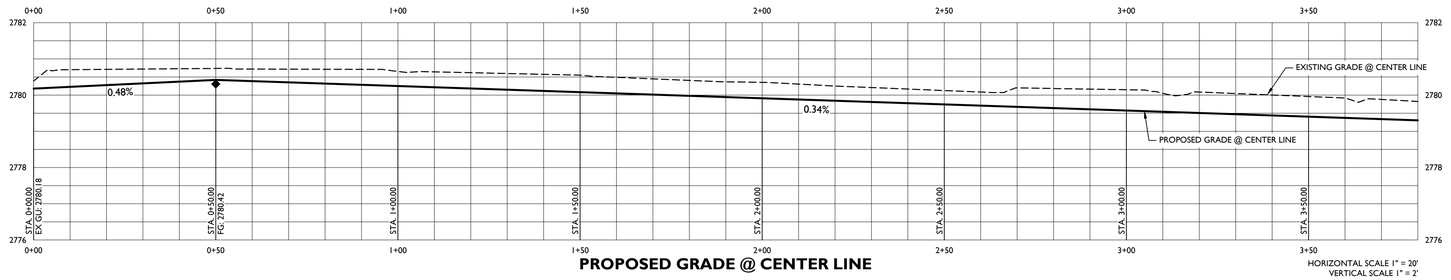
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C219 MONTGOMERY AVENUE MASTER LAYOUT.DWG





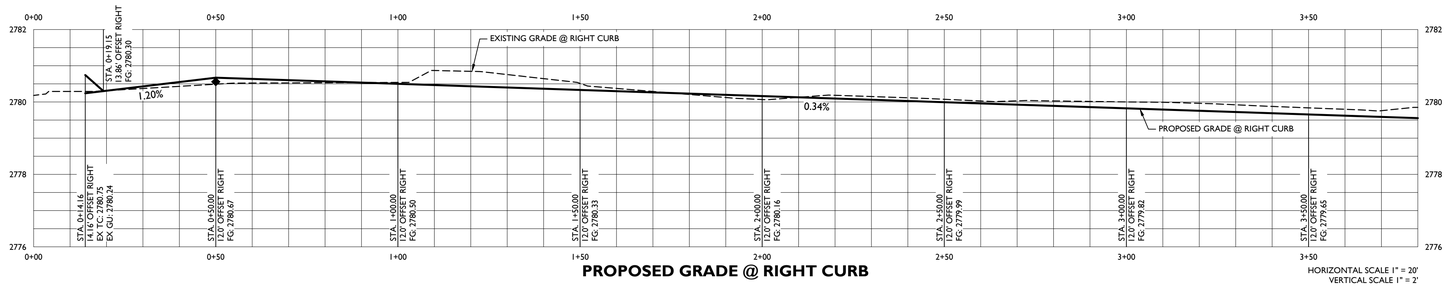
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ CENTER LINE

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
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EX TC	DENOTES EXISTING TOP OF CURB GRADE
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0' 20' 40' 60'
SCALE 1" = 20'

GENERAL NOTES

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CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

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PAVING NOTES

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6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

MONTGOMERY AVE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C220

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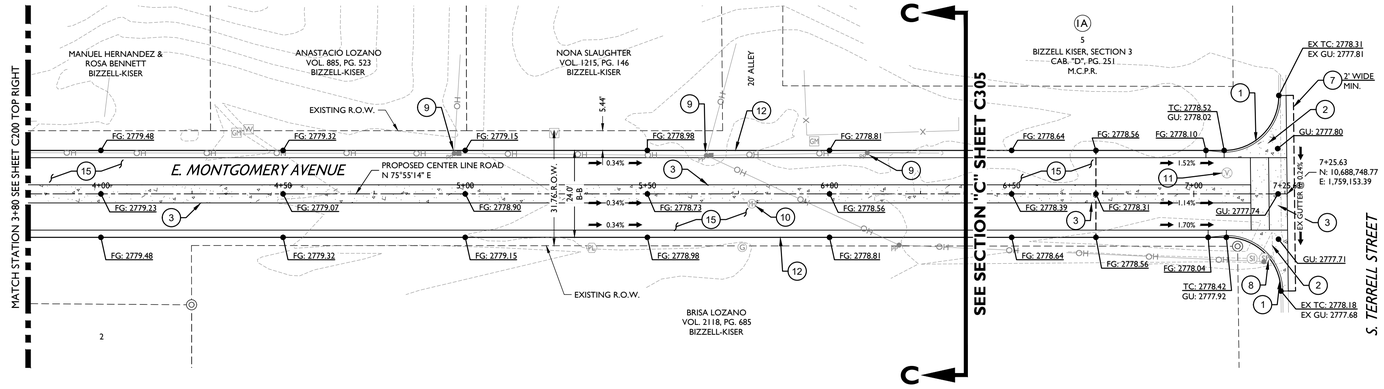
F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN-CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C220 MONTGOMERY AVE PLAN AND PROFILE.DWG



GENERAL NOTES

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LEGEND

(V)	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(S)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
(PL)	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
(O)	DENOTES FOUND MONUMENT AS NOTED
	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
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X	DENOTES EXISTING FENCE
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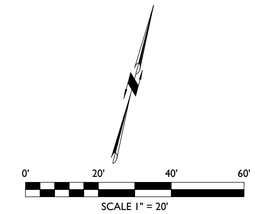
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE



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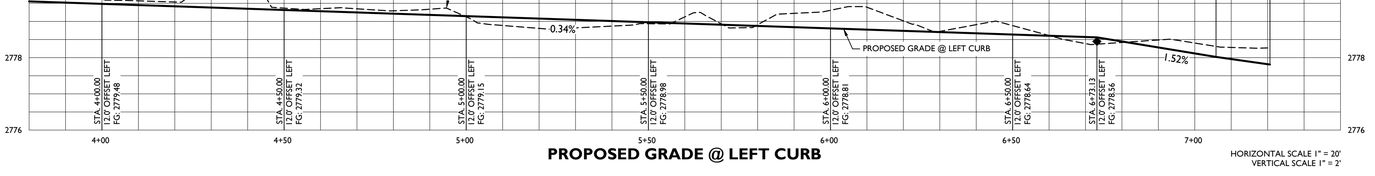

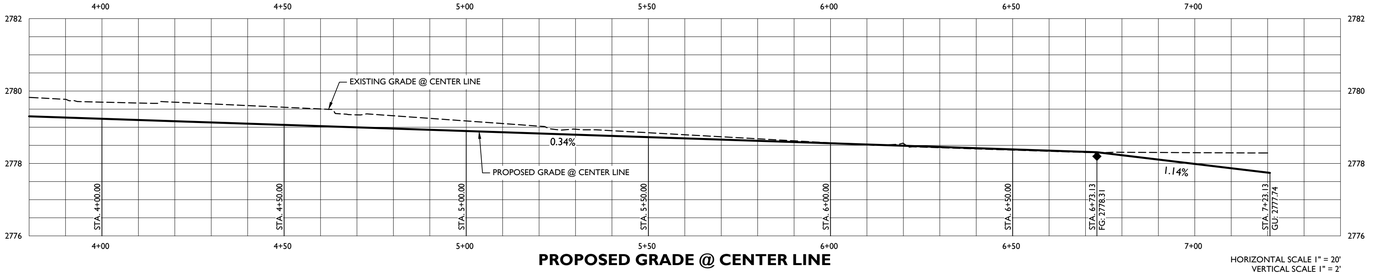

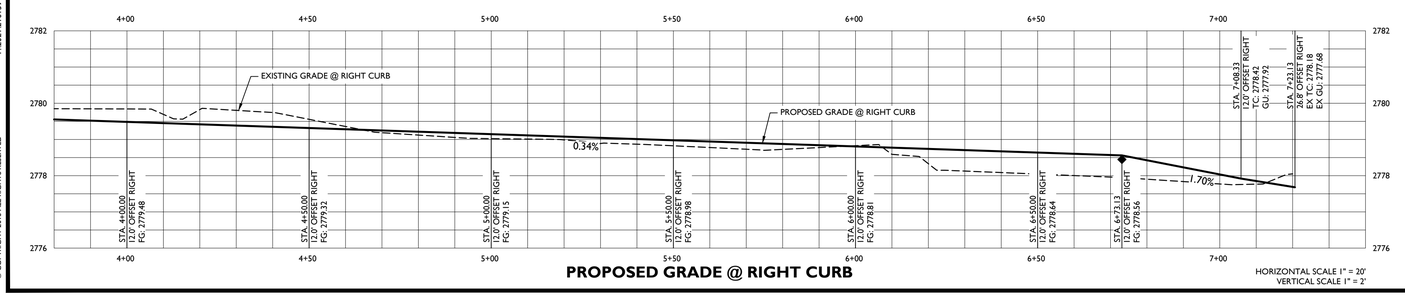

Know what's below. Call before you dig.

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the submittal information provided to the Engineering & Development Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submittal information. The Director of Engineering & Development 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.

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

MONTGOMERY AVE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

E. MONTGOMERY AVENUE

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C221

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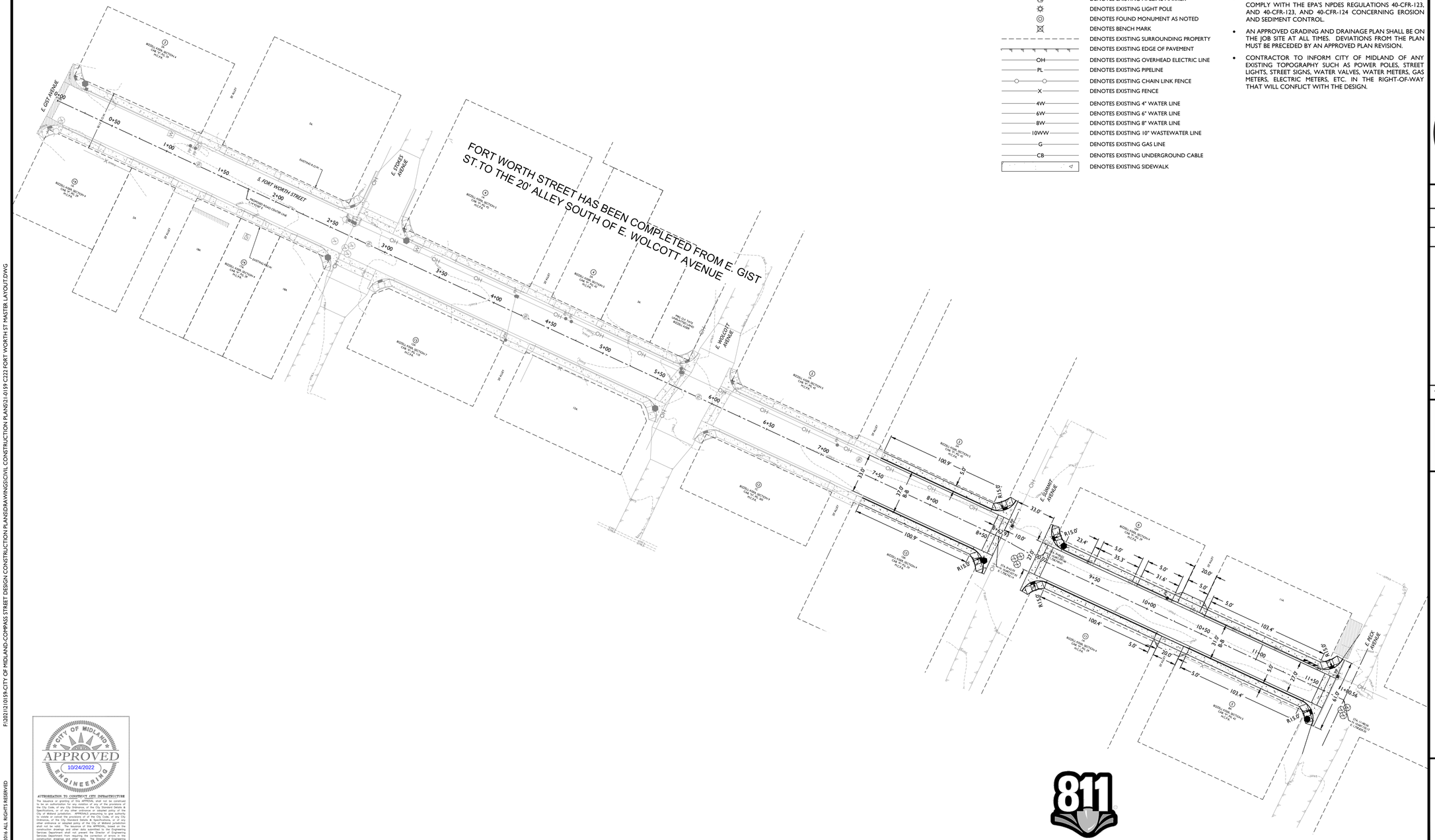

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
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- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
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- X — DENOTES EXISTING FENCE
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- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

0' 40' 80' 120'

SCALE 1" = 40'

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

FORT WORTH ST PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C222

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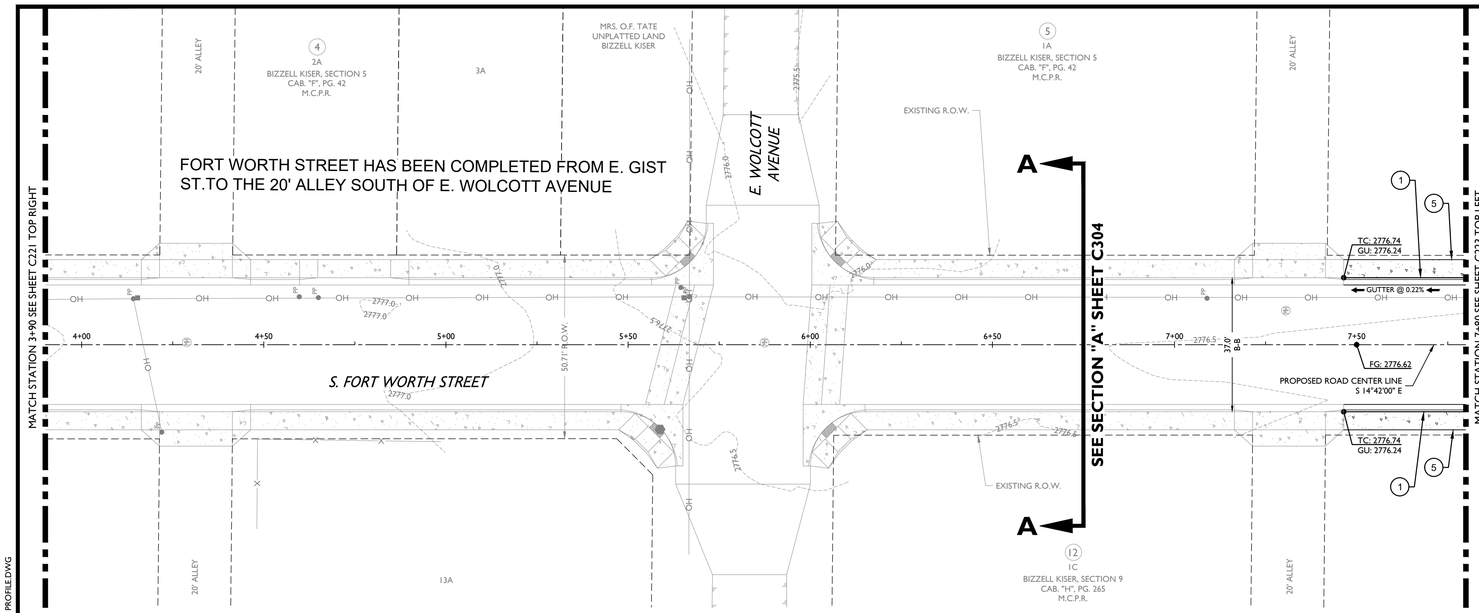
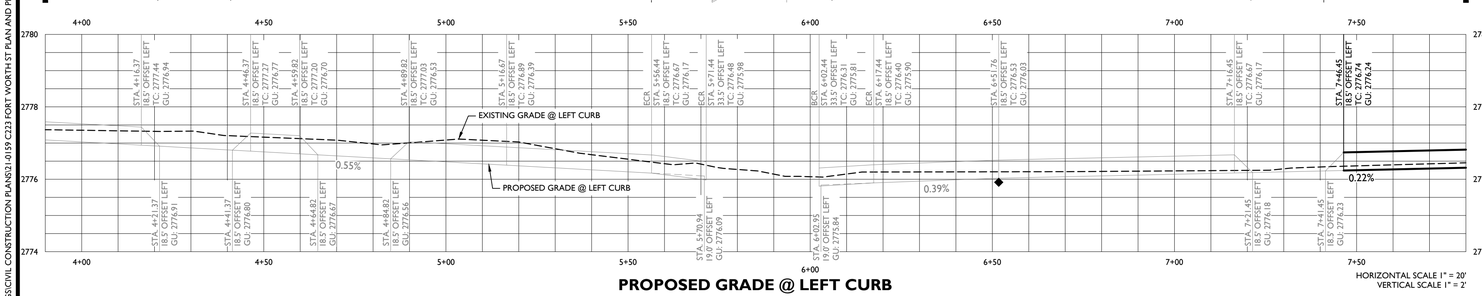
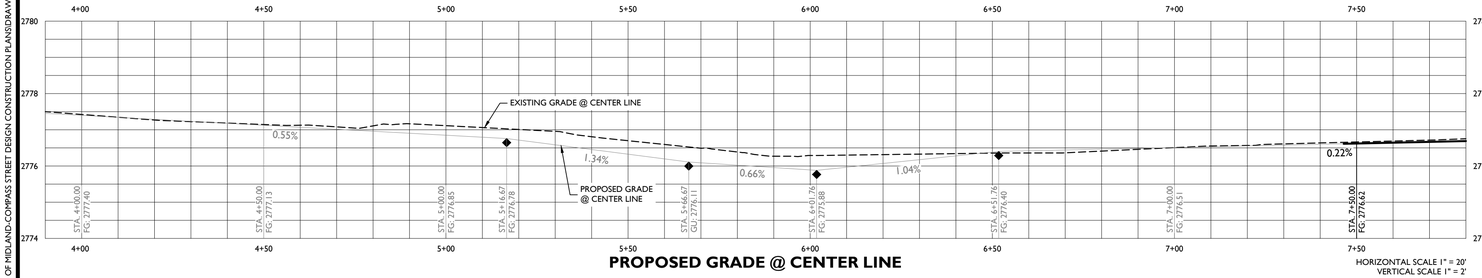




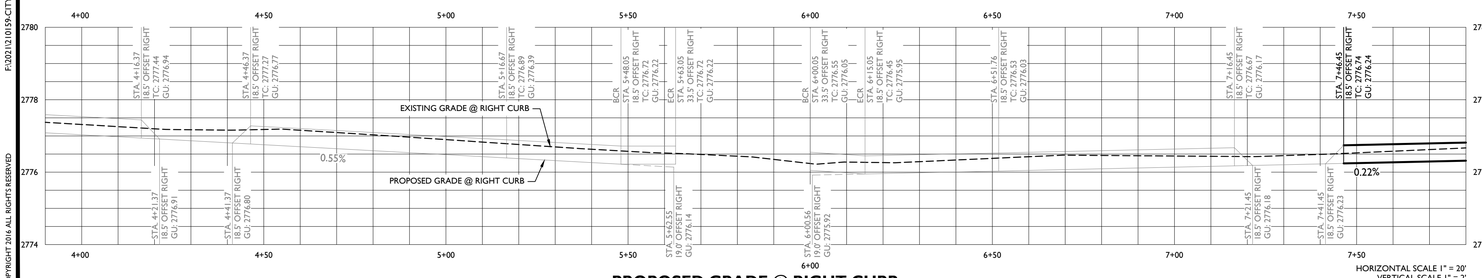
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



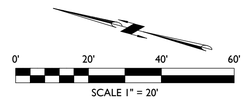
PROPOSED GRADE @ CENTER LINE

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



SCALE 1" = 20'

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BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:
½" IRON ROD
N: XXXX
E: XXXX
ELEVATION: XXXX.XX

SURVEY PERFORMED BY MARK R. WATSON, RPLS. CONTACT THE CITY OF MIDLAND FOR ANY QUESTIONS RELATED TO ADDITIONAL BENCHMARKS OR CONTROL STAKING 877-347-6883

SURVEY NOTE:

OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF MAVERICK ENGINEERING, BEFORE CONSTRUCTION STARTS. MAVERICK ENGINEERING WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL & VERTICAL CONDITIONS, MAVERICK ENGINEERING WILL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS AND/OR MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY MAVERICK ENGINEERING.

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3. CONSTRUCT 10' STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. SEE SHEET C300. SEE DETAIL 01, SHEET, C303 FOR ±33' B-B ROADS. SEE DETAIL 02, SHEET, C303 FOR ±37' B-B ROADS
5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
9. CONSTRUCT STANDARD (SAW-TOOTH) TYPE "I" CURB PER DETAIL 215 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. CONSTRUCT CONCRETE DRAINAGE FLUME PER DETAIL 403(A) AND 403(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. SEE SHEET C302.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER GUY ANCHOR, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.

    CITY OF MIDLAND NEEDS TO COORDINATE RELOCATION OF EXISTING MAIL BOXES AND TELEPHONE PEDESTALS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE FIRE HYDRANTS.

11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
12. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, SHEET C301.
13. TRANSITION CURB HEIGHT FROM 2" TO 6" OVER THIS LENGTH, PER GRADING PLAN. SEE CITY OF MIDLAND'S CONSTRUCTION DETAIL 208, SHEET C301.
14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
15. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
16. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.
17. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
18. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C302.
19. CONSTRUCT EMERGENCY SPILLWAY ACCORDING TO DETAIL 01, SHEET C302.
20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.
21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans or specifications, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans or specifications when found to be in violation of this ordinance. 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.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

FORT WORTH ST PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C223

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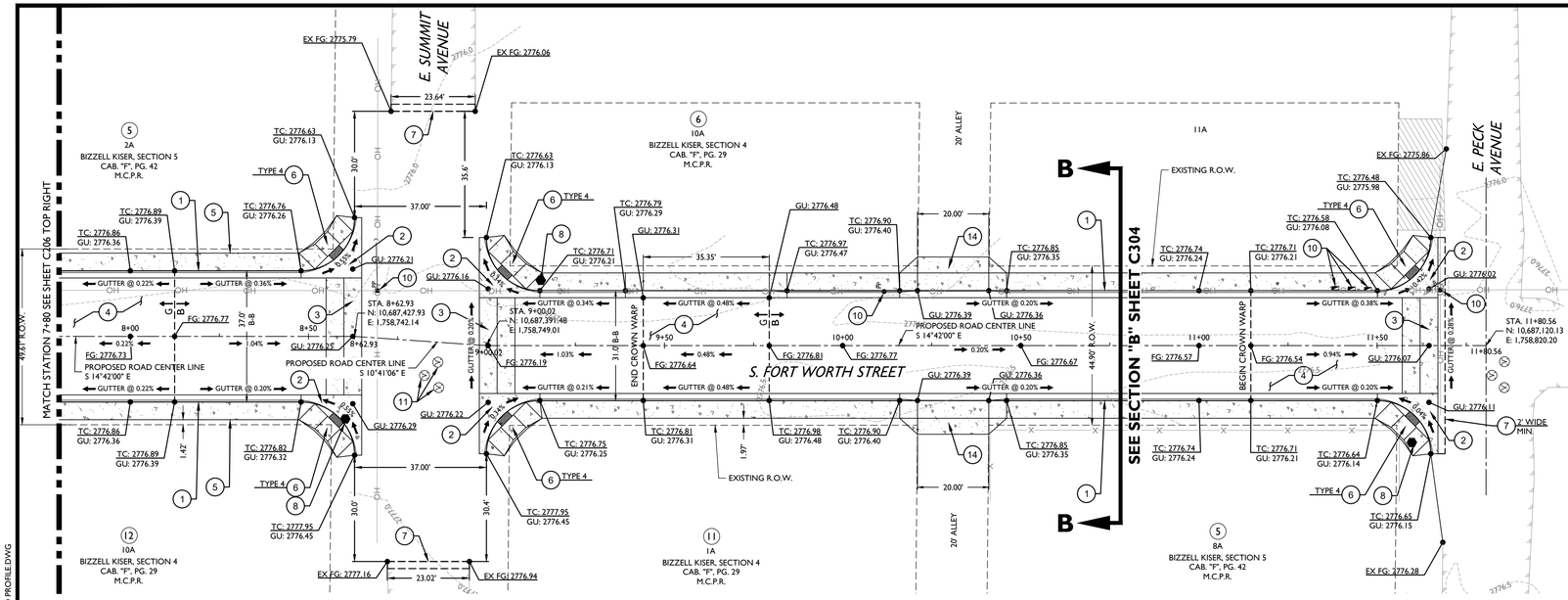
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C223 FORT WORTH ST PLAN AND PROFILE.DWG



LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

0' 20' 40' 60'
SCALE 1" = 20'

PAVING NOTES

Typ.

1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
2. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

CITY OF MIDLAND ENGINEERING APPROVED 10/24/2022

ATTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the Subdivision Ordinance, 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 the Subdivision 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 Director of Engineering Services may issue 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 construction drawings and other data which do not conform to the 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.

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

FORT WORTH ST PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C224

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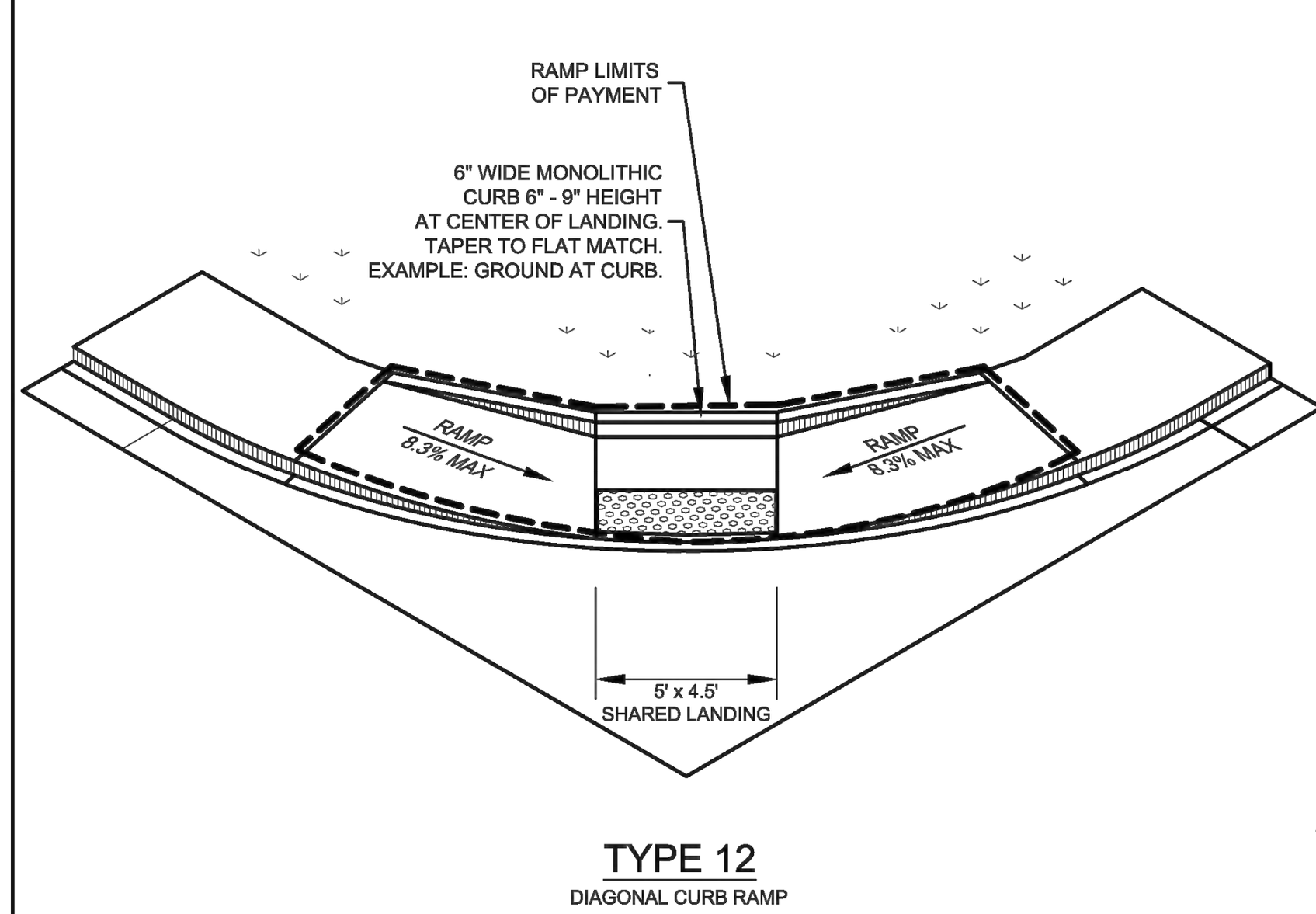
CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.



TYPE 12
DIAGONAL CURB RAMP

CURB RAMP NOTES:

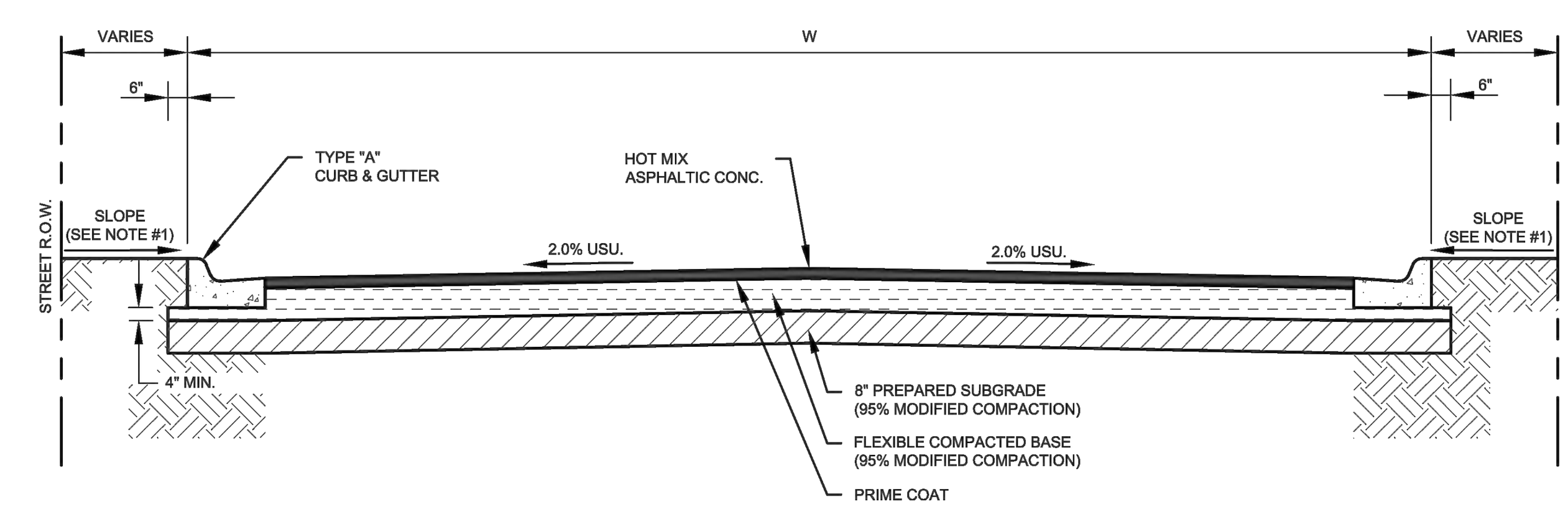
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 227

DIAGONAL CURB RAMP



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.

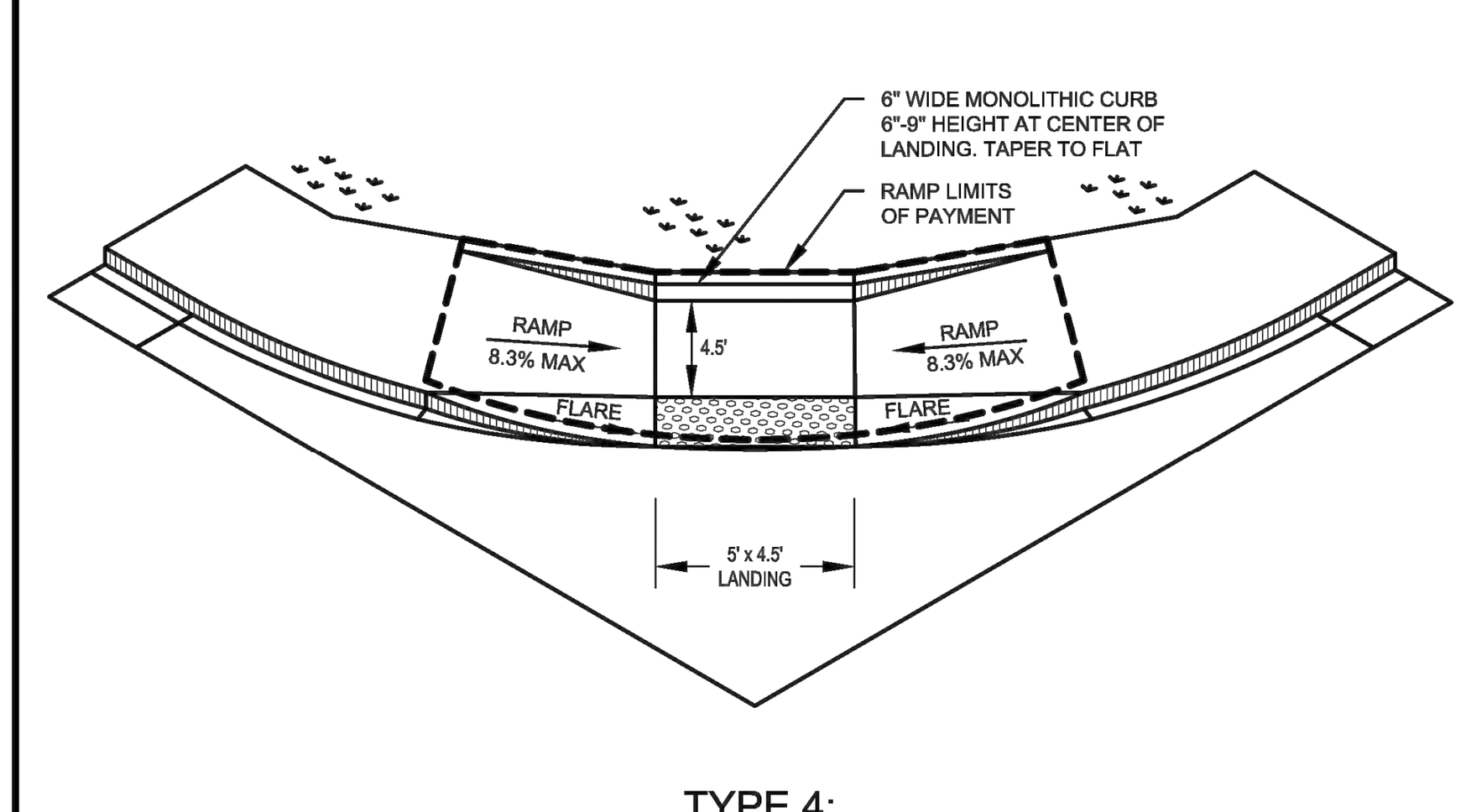
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

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: 201

STANDARD STREET CROWN CROSS SECTION



TYPE 4:
DIAGONAL COMBINATION CURB RAMP

CURB RAMP NOTES:

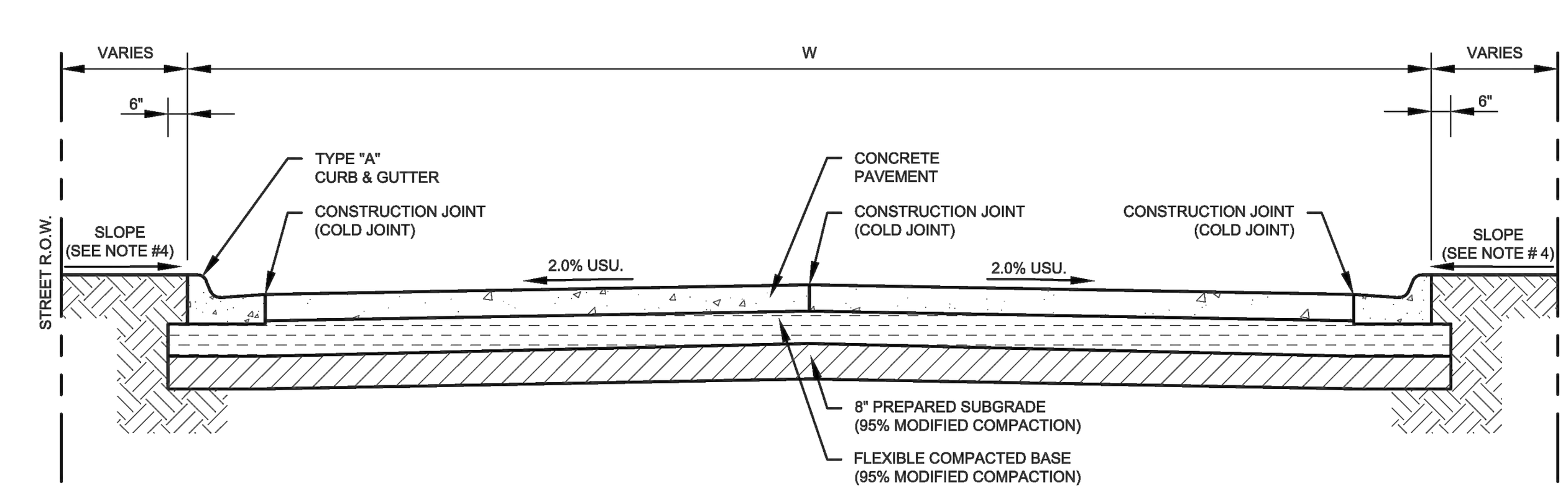
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS 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: 229

DIAGONAL COMBINATION CURB RAMP



STREET DIMENSIONS			
W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	CONCRETE TYPE
37	6	6	CLASS "C" 3600 PSI
41	7	6	
47	7	8	
77	8	12	
79	8	12	
113	8	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 202

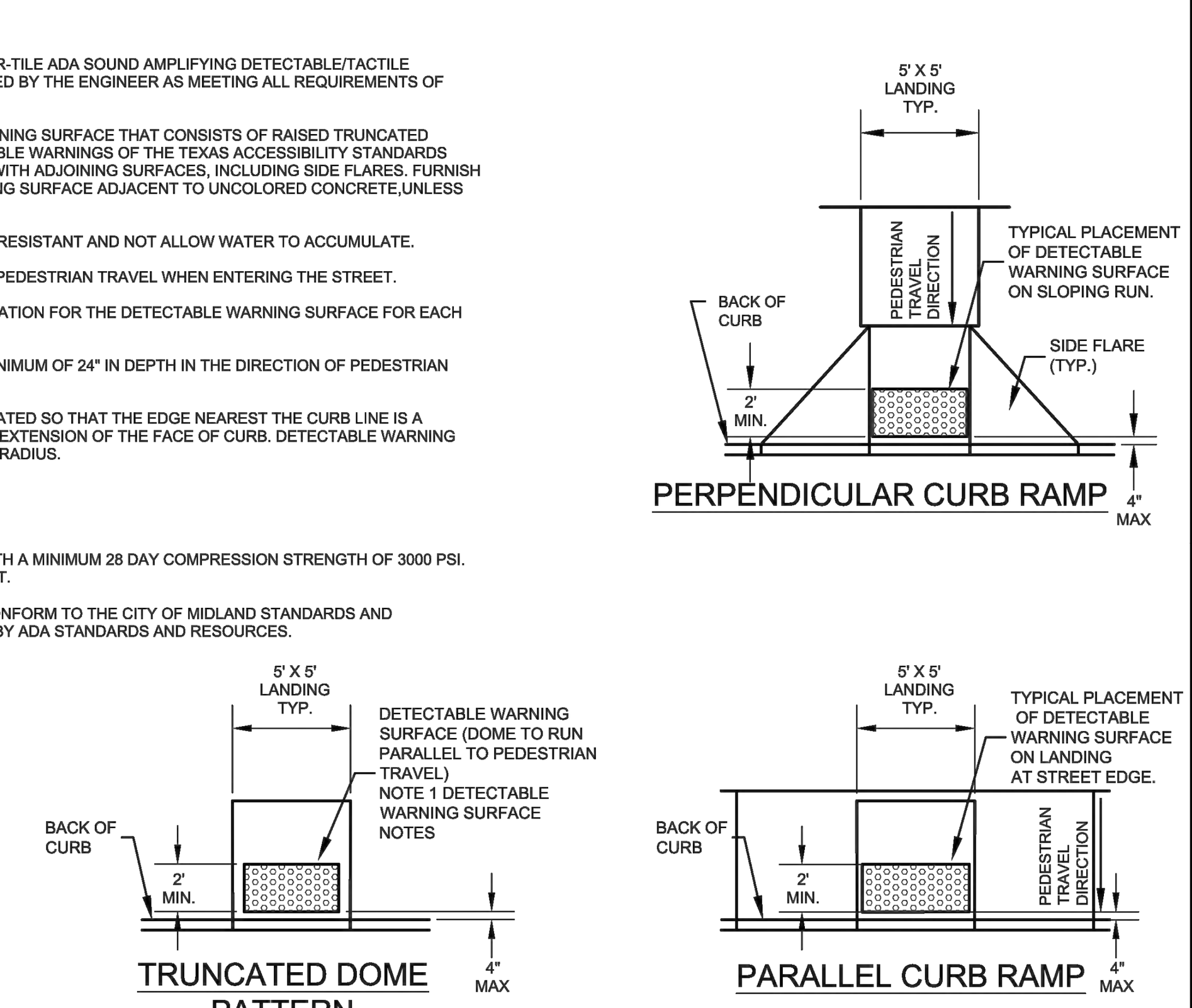
CONCRETE PAVEMENT STREET CROWN CROSS SECTION

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.

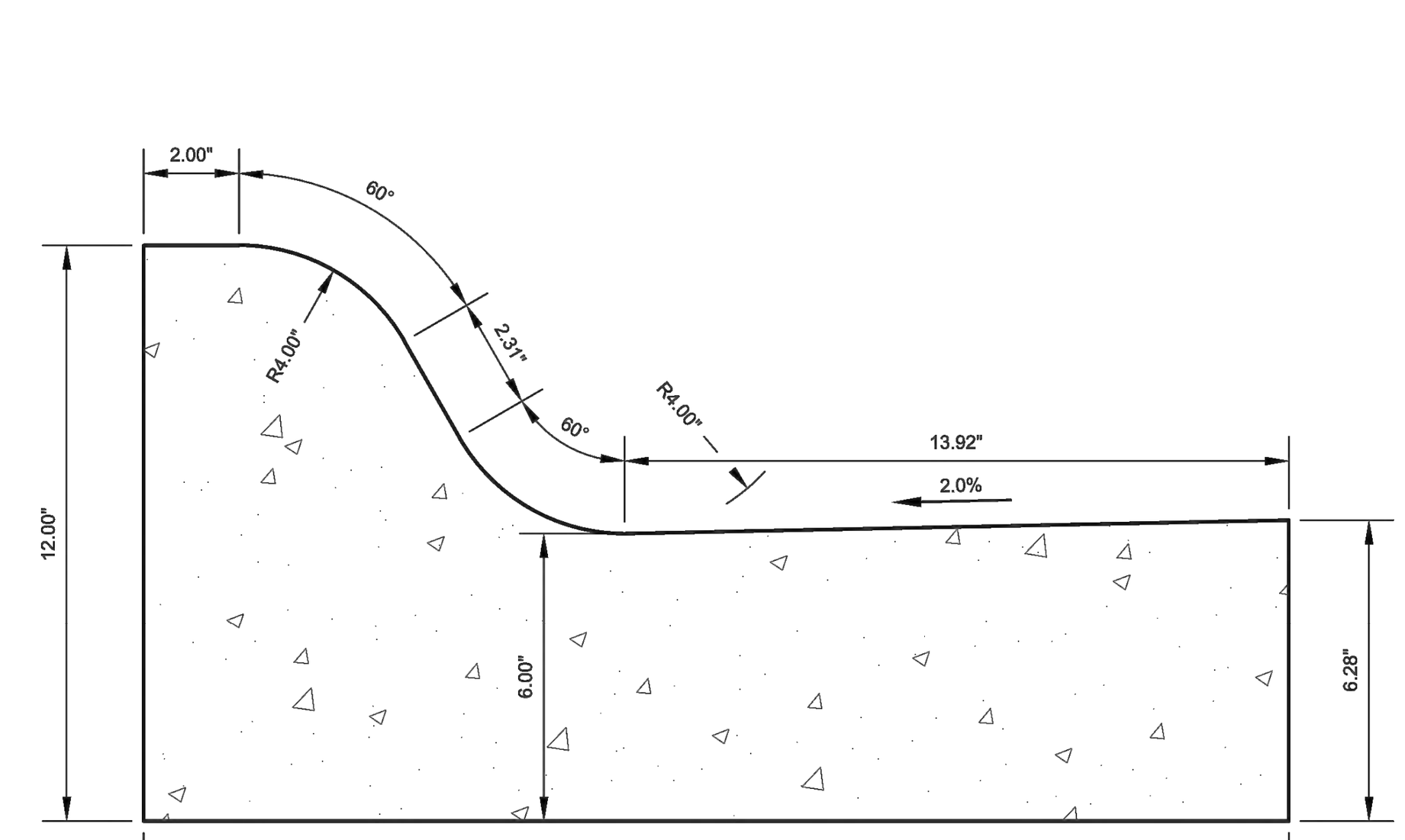
GENERAL NOTES:

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.



MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 233

DETECTABLE WARNING SURFACE



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

SHEET C300

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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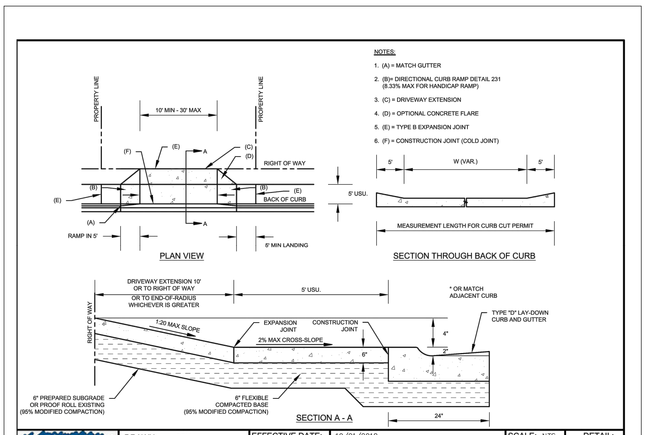
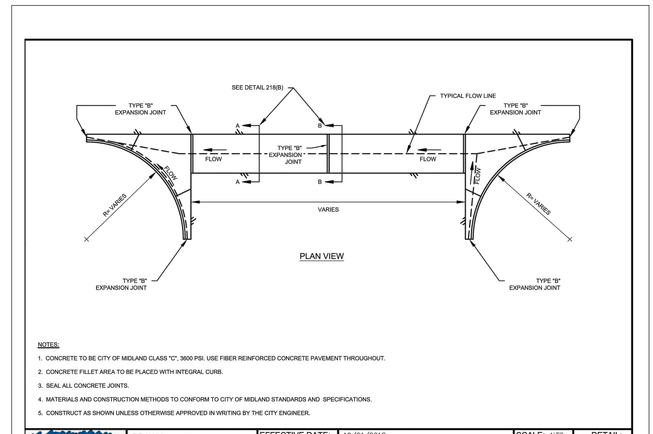
F:\2021\21015\9-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C301 PAVING DETAILS.DWG



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)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)
APPROVED: MCC			



NOTES:

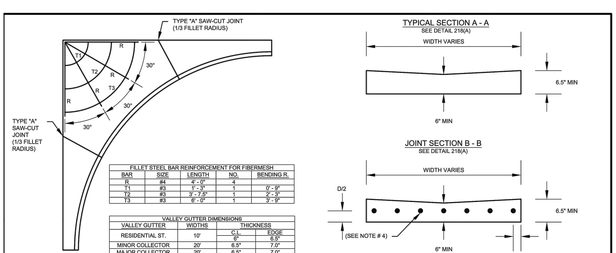
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(A)
APPROVED: MCC			

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. 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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)
APPROVED: MCC			



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH

BAR	SIZE	LENGTH	NO.	BENDING R.
B	#4	4' - 0"	4	
T1	#3	2' - 7.5"	1	0' - 9"
T2	#3	2' - 1.5"	1	0' - 3"
T3	#3	2' - 1.5"	1	0' - 3"

VALLEY GUTTER DIMENSIONS

VALLEY GUTTER	WIDTH	THICKNESS	
		CL	EDGE
RESIDENTIAL ST.	10'	6.5"	6.5"
MINOR COLLECTOR	20'	6.5"	7.5"
MAJOR COLLECTOR	20'	6.5"	7.5"
MINOR ARTERIAL	20'	7.5"	8.5"
MAJOR ARTERIAL	SEE PLANS		

VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

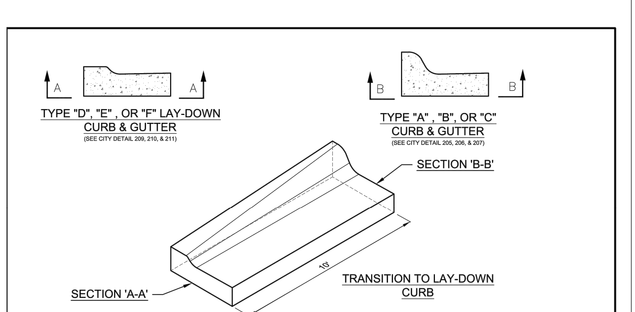
FILLET DIMENSIONS

BACK OF CURB RADIUS	FILLET AREAS (SC)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	31.46	3.28	13.56
12	14	42.06	4.67	18.85
15	17	52.01	5.89	23.56
18	20	68.84	6.94	28.27
20	22	103.04	11.56	31.42
25	27	155.56	17.28	39.27
30	32	219.15	24.42	47.12
35	37	293.79	32.64	54.98
40	42	379.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

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.

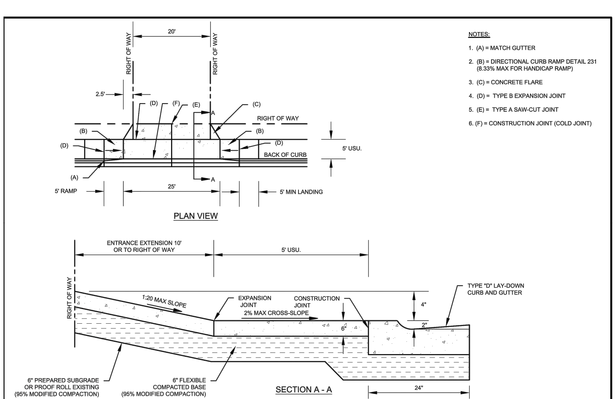
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



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.

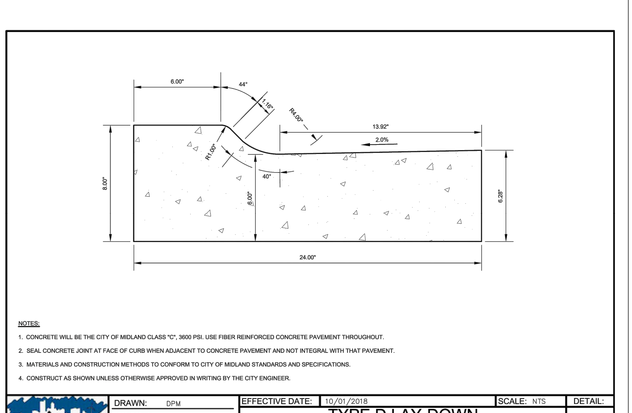
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TRANSITION TO LAY-DOWN CURB		208
APPROVED: MCC			



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)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(A)
APPROVED: MCC			



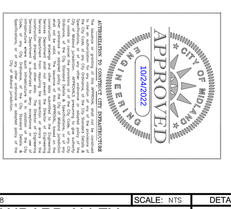
NOTES:

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			

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.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(B)
APPROVED: MCC			

SHEET C301



PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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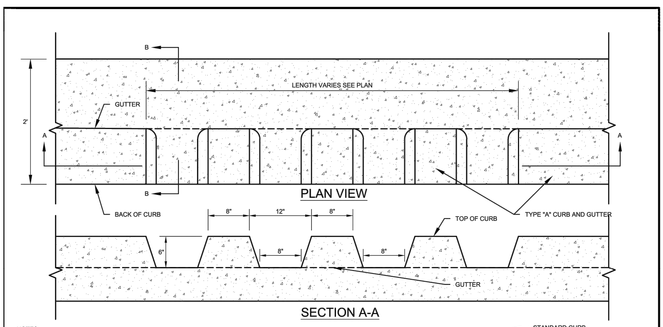
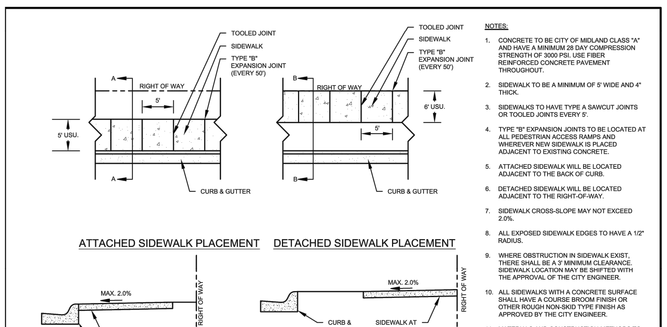
F:\2021\21015 9-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C302 PAVING DETAILS.DWG



NOTES:

1. CONCRETE TO 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 THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

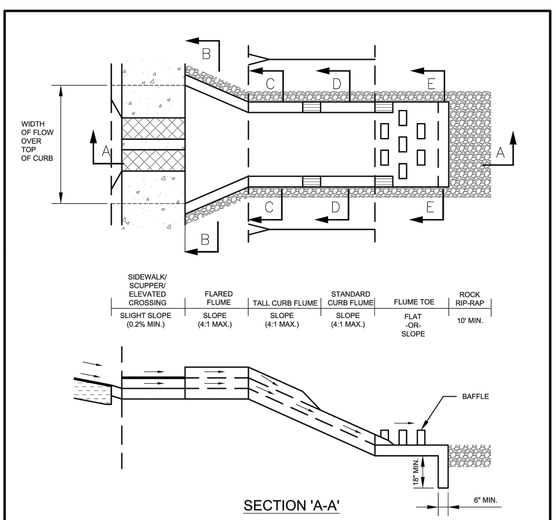
MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPE I SAW-TOOTH CURB AND GUTTER		215
	APPROVED: MCC			



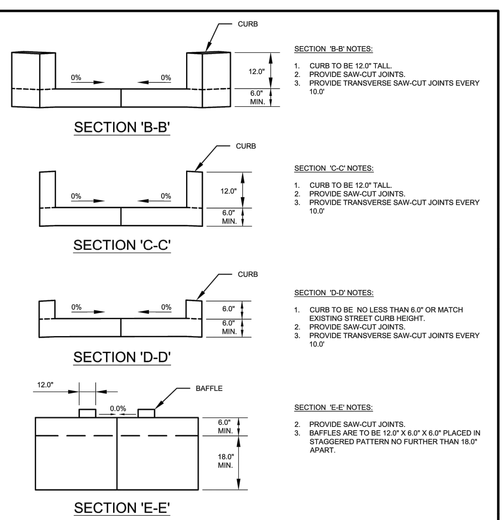
NOTES:

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	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	STANDARD SIDEWALK		225
	APPROVED: MCC			



MIDLAND Engineering Services	DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
	TYPICAL CONCRETE DRAINAGE FLUME		403(A)	



SECTION 'B-B' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'C-C' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'D-D' NOTES:
1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

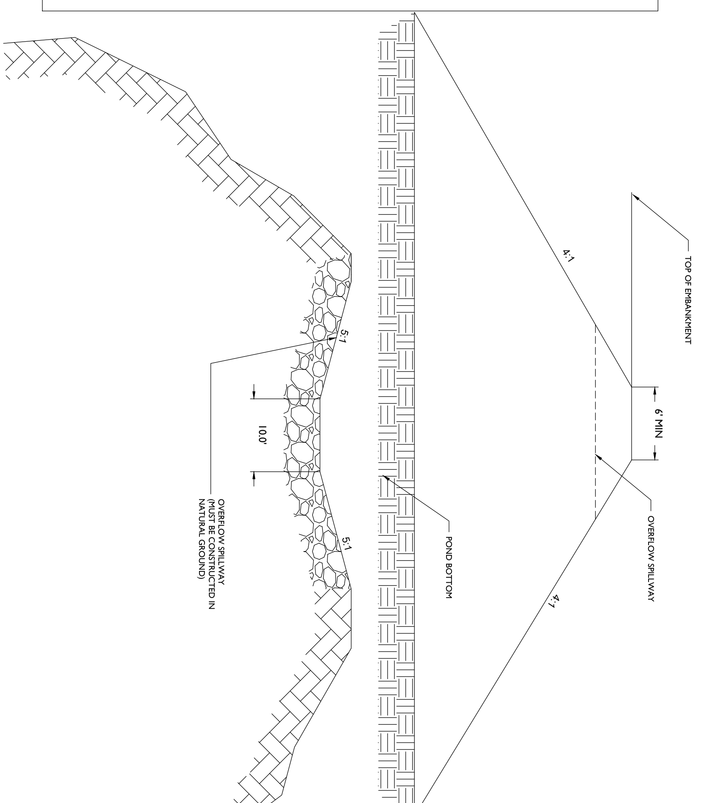
SECTION 'E-E' NOTES:
2. PROVIDE SAW-CUT JOINTS.
3. BAFFLES ARE TO BE 12.0" X 6.0" X 6.0" PLACED IN STAGGERED PATTERN NO FURTHER THAN 18.0" APART.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE REBAR REINFORCED OR FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT AS INDICATED BY THE DESIGN DRAWINGS. FLARED FLUME MOUTH TO BE NO LESS THAN DESIGN WIDTH OF RUNOFF PASSING OVER SCUPPER, ELEVATED CROSSING, OR SIDEWALK DURING THE 100-YR STORM EVENT.
2. SEAL ALL CONCRETE JOINTS.
3. FLARED FLUME AND TALL CURB FLUME SECTIONS NOT REQUIRED IF ALTERNATE DESIGN CAN BE PROVEN TO CONTAIN 100-YR RUNOFF WITHIN THE DRAINAGE EASEMENT LIMITS.
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:	
	TYPICAL CONCRETE DRAINAGE FLUME		403(B)	

1 OVERFLOW SPILLWAY
N.T.S.





SHEET C302

10/05/2022



PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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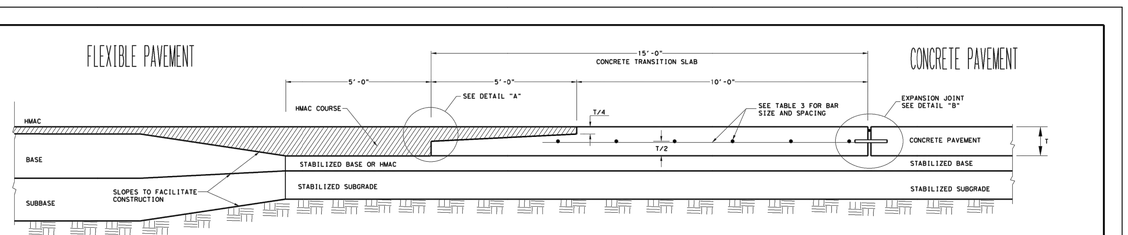
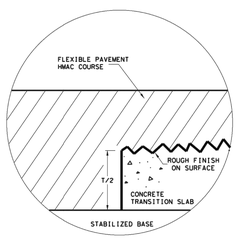
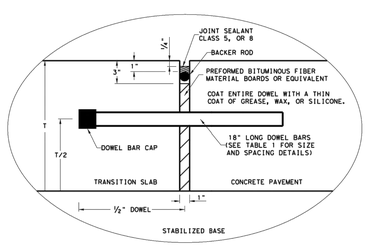
DATE:
FILE:



TYPICAL JUNCTION OF CONCRETE PAVEMENT WITH FLEXIBLE PAVEMENT
(NOT TO SCALE)



DETAIL "A"



DETAIL "B"

GENERAL NOTES

1. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATIONS FOR "CONCRETE PAVEMENT" AND "REINFORCING STEEL."
2. DETAILS FOR PAVEMENT WIDTH AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS.
3. MATCH THE LONGITUDINAL JOINTS OF THE CONCRETE TRANSITION SLAB WITH ADJOINING CONCRETE PAVEMENT. PROVIDE EQUIVALENT TIEBARS OR TRANSVERSE BARS AT THESE LONGITUDINAL JOINTS, SEE TABLE NO. 2.
4. REFER TO DMS-6310, "JOINT SEALANTS AND FILLERS" FOR THE CLASSIFICATIONS.
5. TRANSITION SLABS WILL BE PAID UNDER ITEM 360, "CONCRETE PAVEMENTS."

TABLE NO.1 DOWELS (SMOOTH BARS)

SLAB THICKNESS T (IN.)	BAR DIA. AND LENGTH	SPACING (IN.)
7 TO 7.5	1" X 18"	12
8 TO 10	1 ¼" X 18"	12
10 TO 13	1 ½" X 18"	12

TABLE NO.2 TIE BARS (DEFORMED BARS)

SLAB THICKNESS T (IN.)	BAR SIZE	SPACING (IN.)
7 TO 7.5	#5	24
8 TO 13	#6	24

TABLE NO.3 TRANSITION SLAB STEEL (DEFORMED BARS)

SLAB THICKNESS T (IN.)	BAR SIZE	SPACING (IN.) TRANSVERSE DIRECTION	SPACING (IN.) LONGITUDINAL DIRECTION
7 TO 7.5	#5	24	12
8 TO 13	#6	24	12

ADJUST SPACING OF LONGITUDINAL BARS AS NEEDED TO ACCOMDATE DOWEL BAR SPACING.

Texas Department of Transportation — Design Division Standard

CONCRETE PAVEMENT DETAILS
TRANSITION SLAB
T-7 to 13 INCHES

TRANS-20

FILE: trans1slab20.dgn	DW: TxDOT	CK: TxDOT	DW: AN	CK: KM
©TxDOT: NOVEMBER 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				CS
	DIST	COUNTY		SHEET NO.
	ODA	MIDLAND		

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CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

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BY	APPR.	DATE

REVISIONS
1

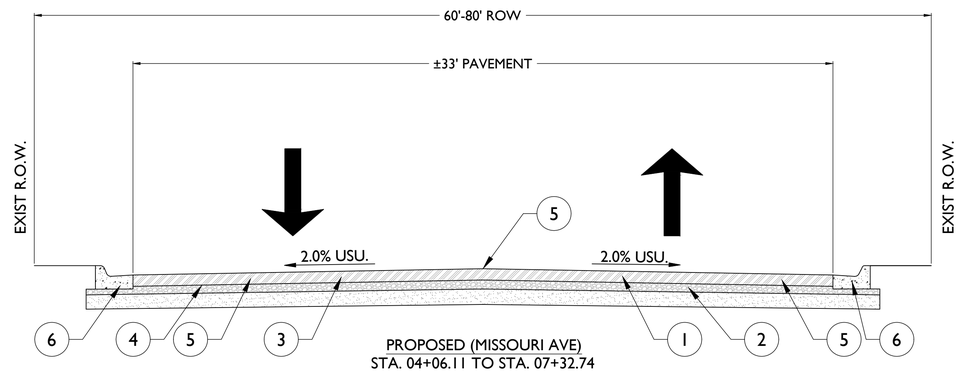
DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

TRANS-20

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET
C303



PROPOSED (MISSOURI AVE)
STA. 04+06.11 TO STA. 07+32.74
STA. 07+86.16 TO STA. 11+07.86
STA. 11+59.75 TO STA. 12+82.23

PROPOSED (NOBLES AVE)
STA. 00+16.89 TO STA. 07+37.43

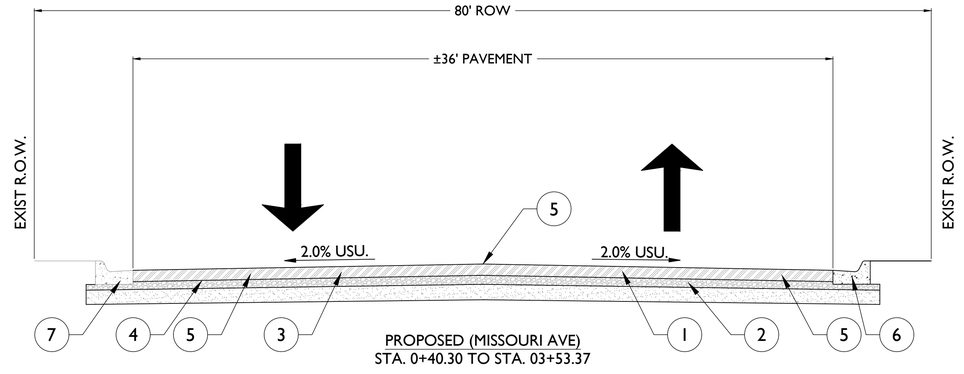
PROPOSED (SPRUCE ST.)
STA. 00+00.00 TO STA. 02+92.15

PROPOSED (HICKS AVE)
STA. 00+26.21 TO STA. 05+67.17
STA. 06+09.93 TO STA. 12+86.21

PROPOSED (LATTA ST.)
STA. 00+45.07 TO STA. 04+09.04
STA. 04+69.04 TO STA. 07+70.46
STA. 08+28.01 TO STA. 08+49.39

A ±33' PAVEMENT WIDTH TYPICAL SECTION

N.T.S.



PROPOSED (MISSOURI AVE)
STA. 0+40.30 TO STA. 03+53.37

B ±36' PAVEMENT WIDTH TYPICAL SECTION

N.T.S.

LEGEND

1. REMOVE EXISTING ASPHALT AND BASE TO A 10" DEPTH.
2. PREPARE SUBGRADE
3. PLACE, COMPACT, SHAPE, AND FINISH NEW 8" LAYER OF FLEXIBLE BASE.
4. PRIME WITH MC-30 OR APPROVED EQUAL.
5. PAVE WITH 2" OF TYPE D HMAC. CONSTRUCT PER DETAIL 201 OF THE CITY F MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
6. REMOVE AND REPLACE CURB & GUTTER. SEE DETAIL 205 OF CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

LEGEND

1. REMOVE EXISTING ASPHALT AND BASE TO A 10" DEPTH.
2. PREPARE SUBGRADE
3. PLACE, COMPACT, SHAPE, AND FINISH NEW 8" LAYER OF FLEXIBLE BASE.
4. PRIME WITH MC-30 OR APPROVED EQUAL.
5. PAVE WITH 2" OF TYPE D HMAC. CONSTRUCT PER DETAIL 201 OF THE CITY F MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
6. REMOVE AND REPLACE CURB & GUTTER. SEE DETAIL 205 OF CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
7. PROTECT EXISTING CURB AND GUTTER.

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data shall not prevent the Development Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Development 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.

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BY	APPR.	DATE

REVISIONS

DRAWN BY:	MAL
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
Job	21-0159

TYPICAL SECTIONS

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C304

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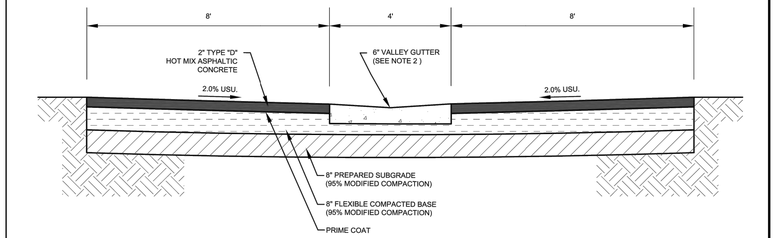
F:\2021\21015\9-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C304 TYPICAL SECTIONS.DWG



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. WHERE LONGITUDINAL ALLEY GRADE IS LESS THAN 0.50%, CONSTRUCT A 4' WIDE CONCRETE VALLEY GUTTER ALONG THE CENTERLINE OF THE ALLEY. SEE DETAILS 218(A) AND 218(B).
3. SAW-CUT JOINTS ARE TO BE LOCATED AT EVERY 5' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
4. EXPANSION JOINTS ARE TO BE LOCATED AT EVERY 200' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 203
		STANDARD ASPHALT ALLEY CROSS SECTION		

CROSS-SECTION C-C' SCALE: N.T.S.

E. MONTGOMERY AVENUE FROM STA. 0+00 TO STA. 7+25.63

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CITY OF MIDLAND APPROVED ENGINEERING 10/24/2022

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DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

TYPICAL SECTIONS

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C305**

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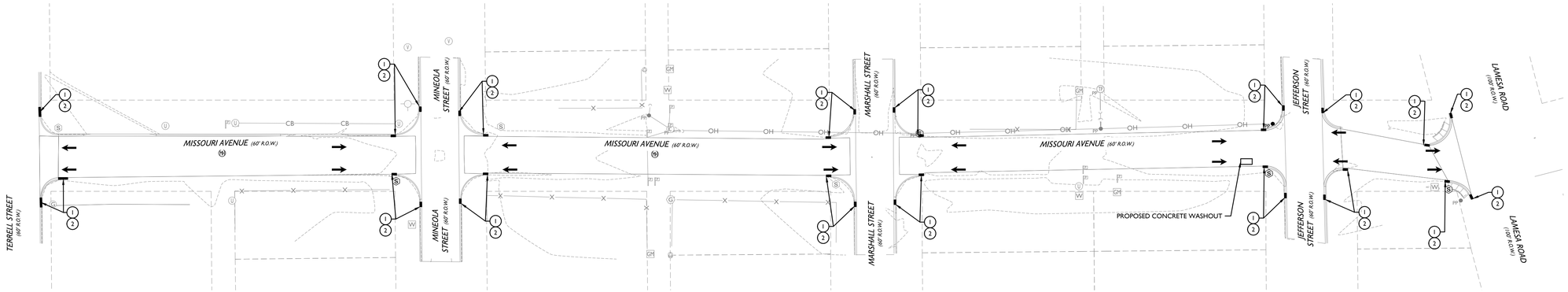
F:\2021\21-0159\CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C305 TYPICAL SECTIONS.DWG



PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
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.

0' 50' 100' 150'

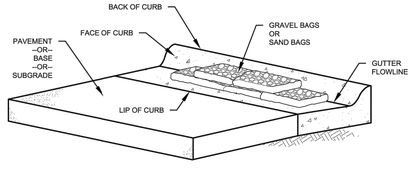
SCALE 1" = 50'

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL 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.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. 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 CONTROLLING EQUIPMENT WASHING.
6. 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.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. 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.
10. 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 OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. 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 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE



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: 712
CURB GRAVEL OR SAND BAGS			

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APPROVED
IN ENGINEERING
10/24/2022

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DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

MISSOURI AVENUE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C401

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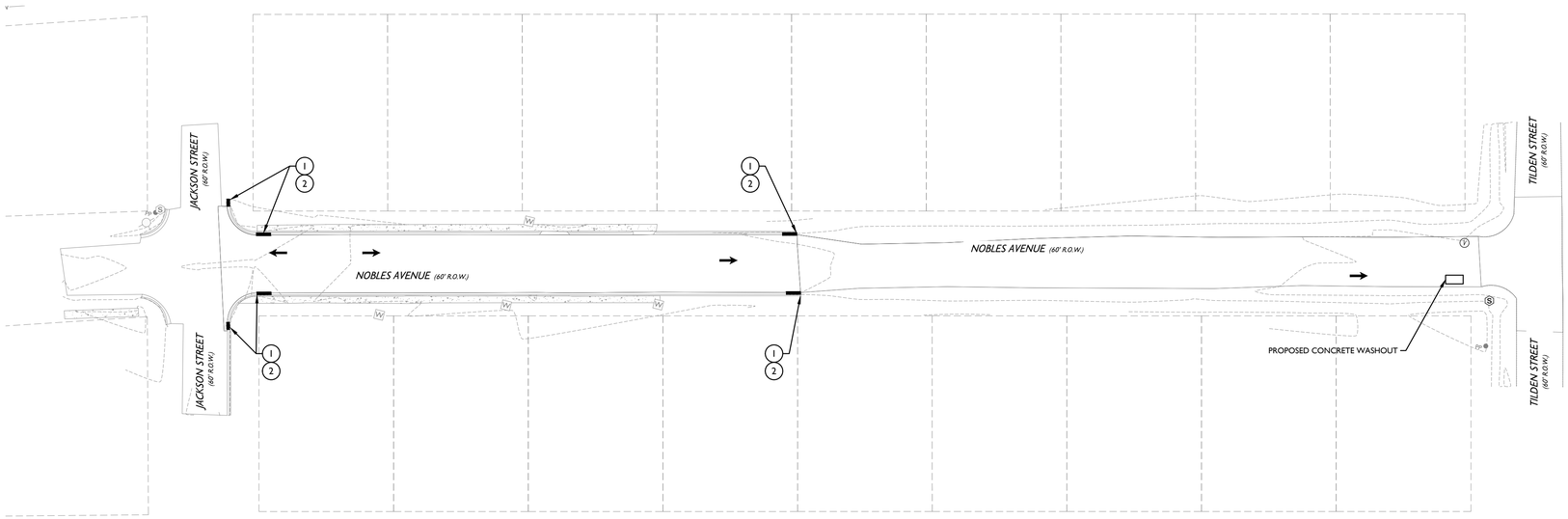
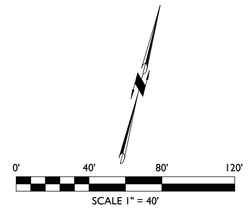
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C401 MISSOURI AVENUE EROSION CONTROL PLAN.DWG





LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
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.

GENERAL NOTES:

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2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
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4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. 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 CONTROLLING EQUIPMENT WASHING.
6. 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.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
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Know what's **below.**
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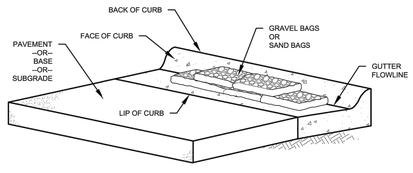

NOTES:

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2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
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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: 712
CURB GRAVEL OR SAND BAGS			

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, 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 the City of Midland Code of 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 Director of Engineering Services or 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 public improvements not in conformity with the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

NOBLES AVENUE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C402**

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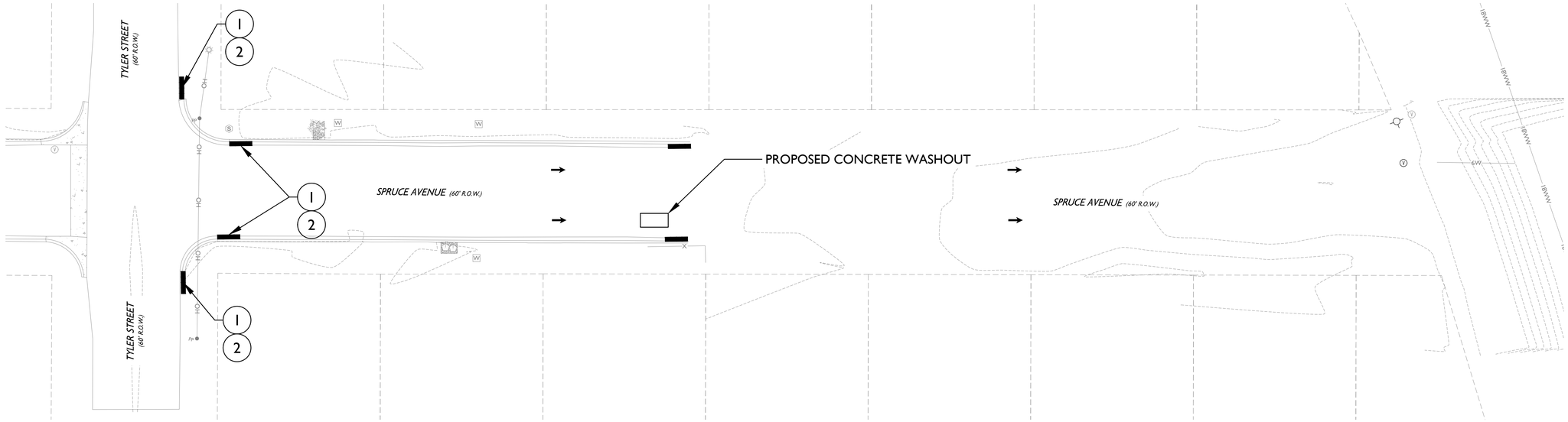
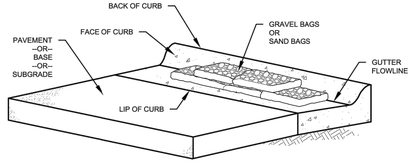
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C402 NOBLES AVENUE EROSION CONTROL PLAN.DWG





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APPROVED
10/24/2022
ENGINEERING

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0' 20' 40' 60'

SCALE 1" = 20'

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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REVISIONS			
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

SPRUCE STREET EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C403**

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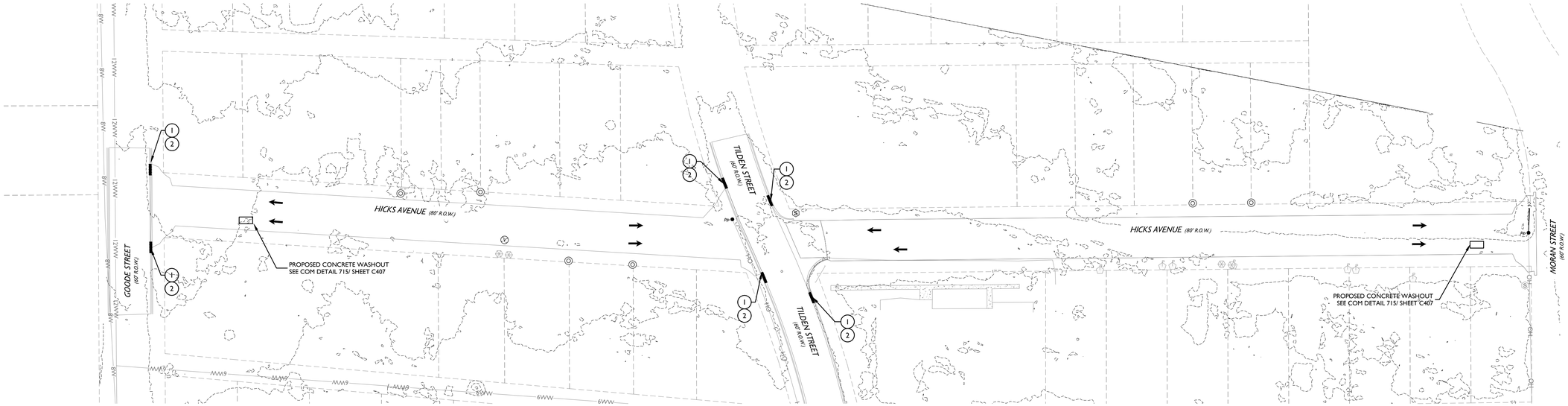
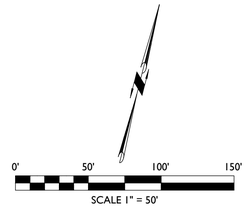
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C403 SPRUCE STREET EROSION CONTROL PLAN.DWG





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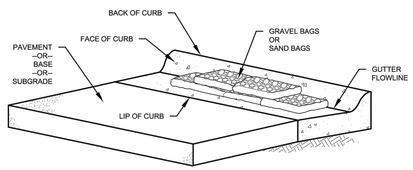

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DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

CITY OF MIDLAND
APPROVED
10/24/2022
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811
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HICKS AVENUE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
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10/05/2022

SHEET **C404**

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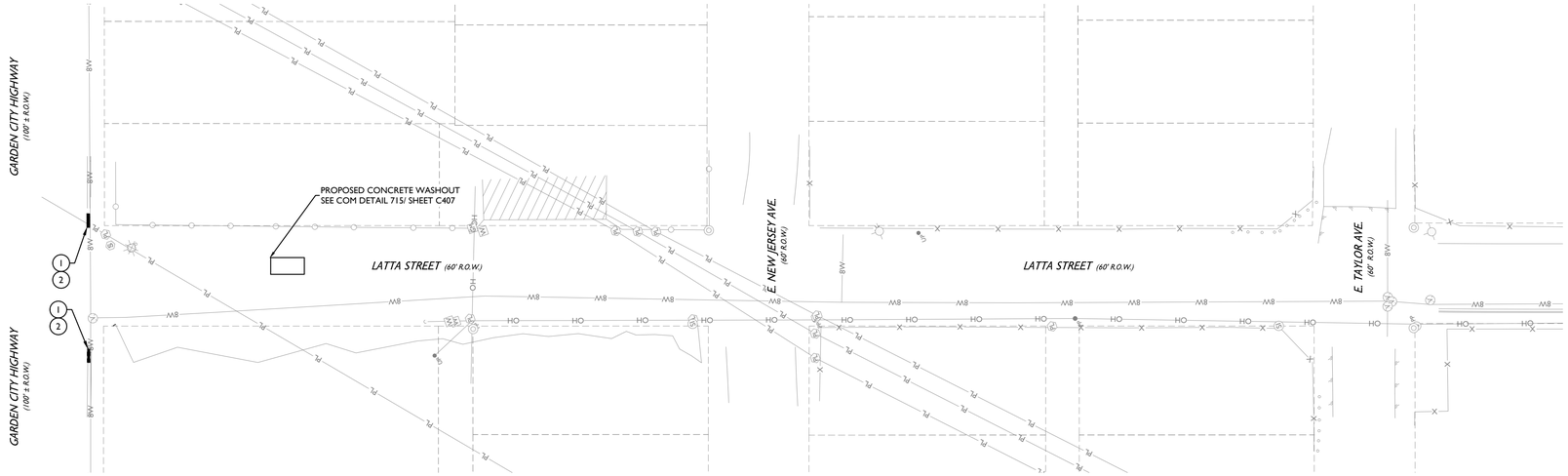
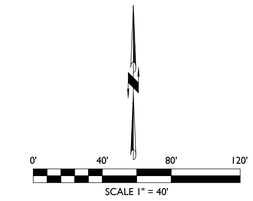
F:\2021\21-0159\PA-CITY OF MIDLAND-COMPASS STREET DESIGN-CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C404 HICKS AVENUE EROSION CONTROL PLAN.DWG





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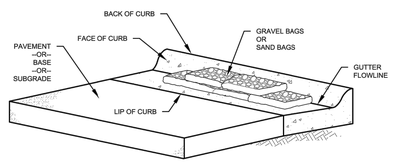

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2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB 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: 712
	CURB GRAVEL OR SAND BAGS		

CITY OF MIDLAND
APPROVED
ENGINEERING
10/24/2022
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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. The issuance of this APPROVAL shall not prevent the City from thereafter 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 public improvements in the case of violation of the provisions of this 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.

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F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C405 LATTA STREET EROSION CONTROL PLAN.DWG

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Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEYOR FIRM #: 10194514
Tel: (432) 262-0993 Fax: (432) 262-0989
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BY	APPR.	DATE	REVISIONS

DRAWN BY:	MAL
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
JOB:	21-0159

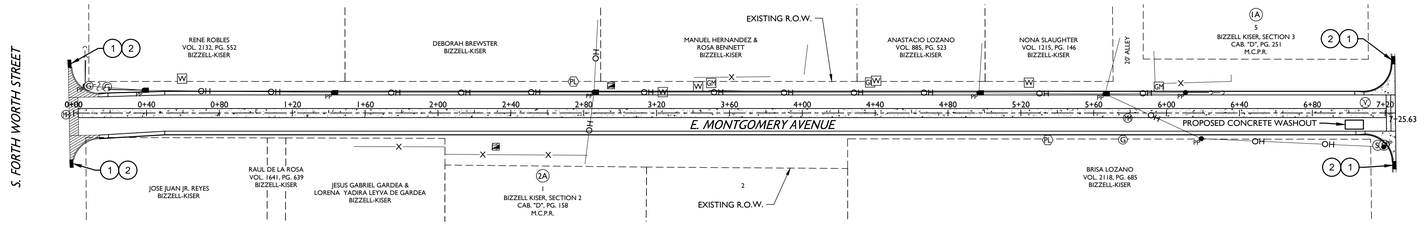
LATTA STREET EROSION CONTROL PLAN

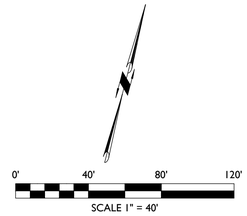
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

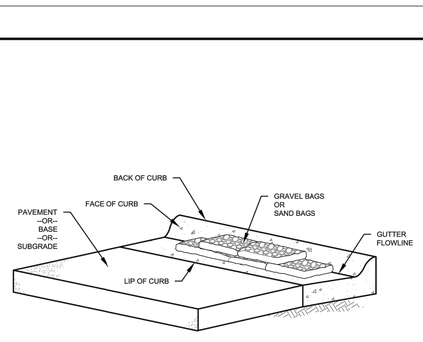
SHEET C405





LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- DENOTES EXISTING OVERHEAD ELECTRIC LINE



NOTES:

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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: 712
	CURB GRAVEL OR SAND BAGS		

CITY OF MIDLAND
APPROVED
10/24/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision 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. The issuance of this APPROVAL shall not prevent the City from subsequently requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may revoke this APPROVAL and require that 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.

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
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.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL 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.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. 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 CONTROLLING EQUIPMENT WASHING.
6. 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.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. 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.
10. 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 OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. 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 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

MONTGOMERY AVE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C406

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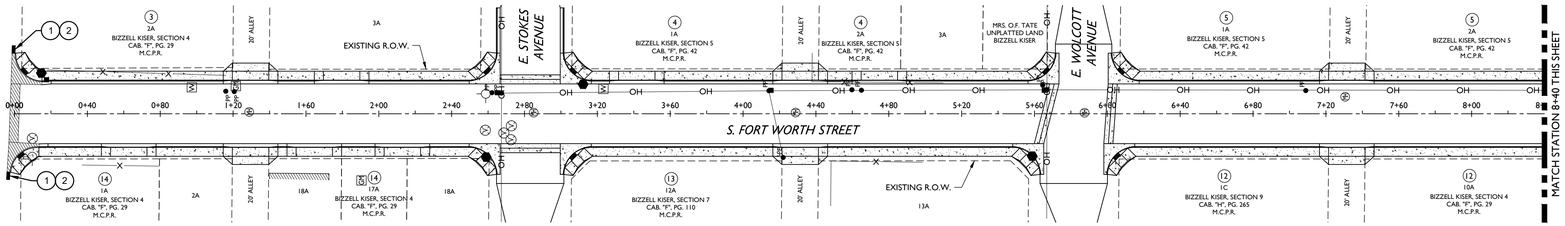

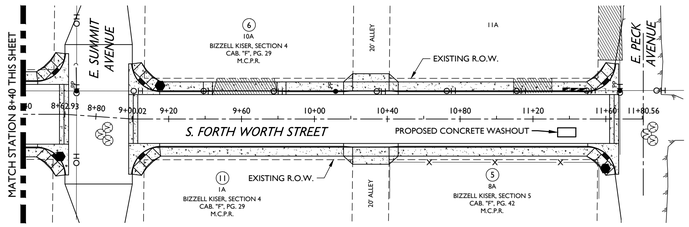

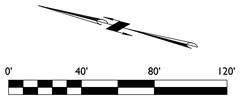

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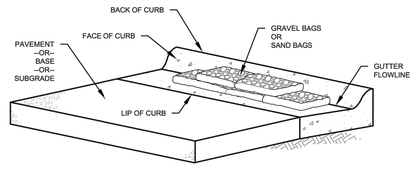

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DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

CITY OF MIDLAND APPROVED 10/24/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

FORT WORTH EROSION CONTROL PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C407

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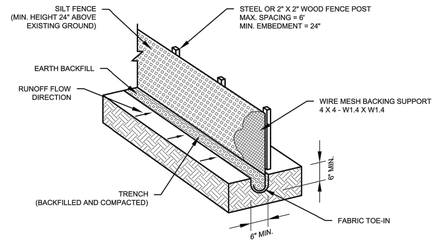
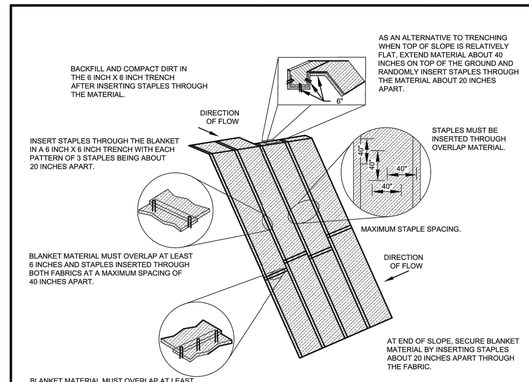
F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C407 FORT WORTH EROSION CONTROL PLAN.DWG



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

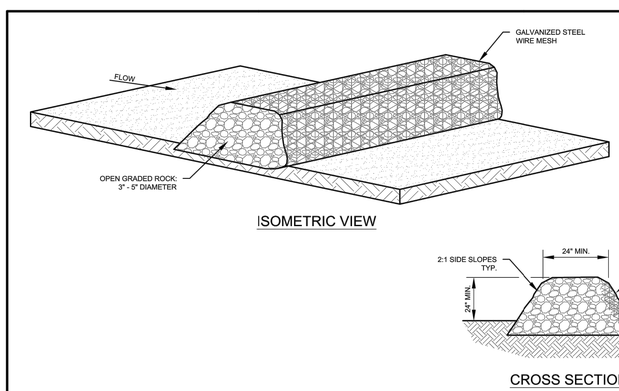
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	APPROVED: MCC	EROSION CONTROL BLANKET AND VEGETATION		711



ISOMETRIC VIEW

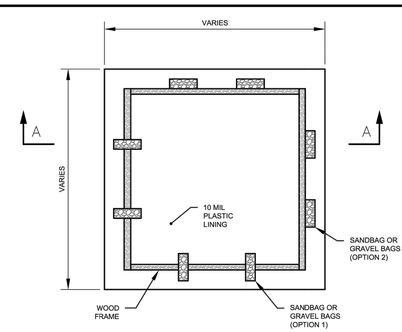
CROSS SECTION

NOTES:

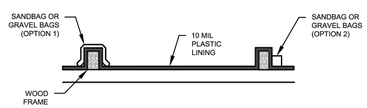
1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services			ROCK FILTER DAM		708





ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: JEO	
MIDLAND Engineering Services	EFFECTIVE DATE: COMPASS	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 3		715

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

EROSION CONTROL DETAILS
COMPASS
CITY OF MIDLAND, TEXAS



SHEET C408

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F:\2021\21-0159\PA CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C408 EROSION CONTROL DETAILS.DWG

ADDENDUM #03

Project Number P21-05

TO ALL BIDDERS ON THE SUBJECT BID: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

ADDENDUM #03

DATE: November 2, 2022

1. Q/A and Clarification
2. Attachments
    a. 210159 COMPASS CONSTRUCTION SET-Reduced
    b. 7.0 Proposal Pvng (Revised 11-02-22)
    c. 7.1 Pay Notes Pvng (Revised 11-02-22)

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

All other terms and conditions shall remain the same.

_____
Company Name

_____ _____
Bidder Authorized Signature Date

_____ _____
Please Print Above Name Phone

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03
Project Number P21-05

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 information provided in Addendum 01 and Addendum 02 for this project remains in effect unless specifically addressed in this Addendum 03.

Clarification: Updated plans are attached with this addendum.

Clarification: Match lines that do not line up with the profiles are referring to positions on the alignment that are outside of the profile view.

Clarification: Sheet C217 has a chain-link fence on the NE corner in the handicapped ramp. The summary sheet C101-A and Demolition sheet C144-B do not show the removal. C217 has been updated in this attached updated plan set. Sheets C101 and C144 have been updated.

Clarification: Summary sheet C101-B has quantities for C-129 which is the master layout. Sheet C223 has quantities for more than the 34' shown as performed work. Sheet C224 has quantities less than the scope shown. Sheet C225 does not exist in the revised plans. Quantities have been revised to account for these discrepancies. Updated plans are included with this addendum.

Clarification: Note 16 on sheets C216, C217, and C218 refers to a future sidewalk. This sidewalk will be installed as a separate project at a later date.

Clarification: Updated pay notes and proposal are included with this addendum. The quantity for rock riprap has been changed. Pay note for rock rip rap has been updated to pay out per square foot. Paving quantities have been revised in the proposal.

Clarification: Tack oil has been included in the proposal to be used in the construction of the curb and gutter.

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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Project Number: P21-05

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	12 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	12 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	12 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Miscellaneous Items 1-5		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3571 SY	Unclassified Clearing and Grubbing, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D1)	$_____	$_____
2)	1 EA	Tree Disposal, complete and in place, for the sum of: _____dollars and _____cents each. (Pay Note D2)	$_____	$_____
3)	1889 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D3)	$_____	$_____
4)	10537 SY	Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	7988 SY	Removal & Disposal of Existing Unclassified Gravel/Caliche, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	1541 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	46 SY	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____
8)	309 SY	Removal & Disposal of Existing Valley Gutter complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D8)	$_____	$_____

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	186 SY	Removal & Disposal of Existing Driveways, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D9)	$_____	$_____
10)	186 LF	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence And Gate, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D10)	$_____	$_____
Total Demolition Items 1-10		$_____		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	59 SY	6”-8” Concrete Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD1)	$_____	$_____
2)	203 SF	5.5” Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square foot. (Pay Note SD2)	$_____	$_____
Total Storm Drain Items 1-2		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18432 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	219 SY	6” Jointed Concrete Driveway, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	14 LF	Type 1 Saw-Tooth Curb and Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	1892 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	18432 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 P5)	$_____	$_____
6)	3439 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	1720 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1576 SY	6.5” Concrete Fillet Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	26 SY	Standard Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	8689 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P10)	$_____	$_____
11)	2076 LF	Type D Concrete Laydown Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	203 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
13)	92 LF	Standard Curb Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	447 SY	Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P14)	$_____	$_____
15)	30 SY	Type 12 Concrete Diagonal Curb Ramp, 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
16)	1459 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P16)	$_____	$_____
17)	17 EA	Existing Water Valve Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P17)	$_____	$_____
18)	8 EA	Adjust Existing Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P18)	$_____	$_____
19)	605 SY	6" Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P19)	$_____	$_____
20)	55 SY	Transition Slab, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P20)	$_____	$_____
21)	397 SY	6.5" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P21)	$_____	$_____
Total Paving Items 1-21		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _365_ 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

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Spray Watering	M5
Demolition Items		
1	Unclassified Clearing and Grubbing	D1
2	Tree Disposal	D2
3	Saw-Cutting	D3
4	Removal & Disposal of Existing Asphalt	D4
5	Removal & Disposal of Existing Unclassified Gravel/Caliche	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete, Concrete Sidewalk & Ramps	D7
8	Removal & Disposal of Existing Valley Gutter	D8
9	Removal & Disposal of Existing Driveways	D9
10	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbed-Wire] Fence	D10
Storm Drain Items		
1	6" Concrete Flume	SD1
2	6" Rock Rip-Rap	SD2
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	6" Jointed Concrete Driveways	P2
3	Type 1 Saw-Tooth Curb and Gutter	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Bituminous Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	6.5" Concrete Fillet Valley Gutter	P8
9	Standard Alley Approach	P9
10	Type A Concrete Curb & Gutter	P10
11	Type D Concrete Laydown Curb & Gutter	P11
12	Transition to Laydown Curb	P12
13	Standard Curb Flume	P13
14	Type 4 Concrete Diagonal Curb Ramp	P14
15	Type 12 Concrete Diagonal Curb Ramp	P15
16	4" Concrete Sidewalk	P16
17	Existing Water Valve Adjustment	P17
18	Adjust Existing Manhole	P18
19	6" Concrete Pavement	P19
20	Transition Slab	P20
21	6.5" Concrete Valley Gutter	P21

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Clearing and Grubbing per the construction drawings and City of Midland standards and specifications including all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, including all clearing and grubbing, and appurtenances. Measurement and payment to be per square yard of clearing and grubbing.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal and Disposal of Existing Trees per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per tree.

D3 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.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all asphalt 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 asphalt depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for Removal & Disposal of Existing Unclassified Gravel/Caliche per the construction drawings and City of Midland standards and specifications, including all appurtenances. Unclassified Gravel/Caliche material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased unclassified gravel/caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete, 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.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Valley Gutter 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.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Driveways 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.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per square foot 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 Driveway 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 Type 1 Saw-Tooth 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard 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.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Type A 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Type D Concrete Laydown 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.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Laydown Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Standard Curb Flume per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb 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 back-of-curb.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 12 Concrete Diagonal Curb 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 back-of-curb.

P16 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.

P17 Includes the necessary equipment, labor, materials, and incidentals for Existing Water Valve Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals to Adjust Existing Manhole per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each existing manhole.

P19 Includes the necessary equipment, labor, materials, and incidentals for placement of 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.

P20 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition 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.

P21 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.

FINAL PLANS	
CONTRACTOR:	
DATE CONTRACTOR BEGAN WORK:	

AS BUILT	
DATE WORK WAS COMPLETED:	
FINAL CONTRACT COST:	
PROJECT CLOSEOUT DATE:	

MIDLAND
Engineering Services

CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS 03
PROJECT NUMBER: P21-05



PROJECT VICINITY MAP
NOT TO SCALE

BID PLAN SET	
Sheet Number	Sheet Title
C100	COVER SHEET
C101-A	QUANTITIES
C101-B	QUANTITIES
C102	GENERAL NOTES SHEET
C103	GENERAL NOTES SHEET
C140-A	MISSOURI AVENUE DEMOLITION PLAN
C140-B	MISSOURI AVENUE DEMOLITION PLAN
C140-C	MISSOURI AVENUE DEMOLITION PLAN
C140-D	MISSOURI AVENUE DEMOLITION PLAN
C141-A	NOBLES STREET DEMOLITION PLAN
C141-B	NOBLES STREET DEMOLITION PLAN
C142	SPRUCE STREET DEMOLITION PLAN
C143-A	HICKS AVENUE DEMOLITION PLAN
C143-B	HICKS AVENUE DEMOLITION PLAN
C143-C	HICKS AVENUE DEMOLITION PLAN
C143-D	HICKS AVENUE DEMOLITION PLAN
C144-A	LATTA STREET DEMOLITION PLAN
C144-B	LATTA STREET DEMOLITION PLAN
C144-C	LATTA STREET DEMOLITION PLAN
C147-A	MONTGOMERY AVENUE DEMOLITION PLAN
C147-B	MONTGOMERY AVENUE DEMOLITION PLAN
C148-A	FORT WORTH STREET DEMOLITION PLAN
C148-B	FORT WORTH STREET DEMOLITION PLAN
C148-C	FORT WORTH STREET DEMOLITION PLAN
C200	MISSOURI AVENUE MASTER LAYOUT
C201	MISSOURI AVENUE PLAN AND PROFILE
C202	MISSOURI AVENUE PLAN AND PROFILE
C203	MISSOURI AVENUE PLAN AND PROFILE
C204	MISSOURI AVENUE PLAN AND PROFILE
C205	NOBLES STREET MASTER LAYOUT
C206	NOBLES AVENUE PLAN AND PROFILE
C207	NOBLES AVENUE PLAN AND PROFILE
C208	SPRUCE STREET MASTER LAYOUT
C209	SPRUCE STREET PLAN AND PROFILE
C210	HICKS AVENUE MASTER LAYOUT
C211	HICKS AVENUE PLAN AND PROFILE
C212	HICKS AVENUE PLAN AND PROFILE
C213	HICKS AVENUE PLAN AND PROFILE
C214	HICKS AVENUE PLAN AND PROFILE
C215	LATTA STREET MASTER LAYOUT
C216	LATTA STREET PLAN AND PROFILE
C217	LATTA STREET PLAN AND PROFILE
C218	LATTA STREET PLAN AND PROFILE
C219	MONTGOMERY AVE PLAN AND PROFILE
C220	MONTGOMERY AVE PLAN AND PROFILE
C221	MONTGOMERY AVE PLAN AND PROFILE
C222	FORT WORTH ST PLAN AND PROFILE
C223	FORT WORTH ST PLAN AND PROFILE
C224	FORT WORTH ST PLAN AND PROFILE
C300	PAVING DETAILS
C301	PAVING DETAILS
C302	PAVING DETAILS
C303	TRANS-20
C304	TYPICAL SECTIONS
C305	TYPICAL SECTIONS
C401	MISSOURI AVENUE EROSION CONTROL PLAN
C402	NOBLES AVENUE EROSION CONTROL PLAN
C403	SPRUCE STREET EROSION CONTROL PLAN
C404	HICKS AVENUE EROSION CONTROL PLAN
C405	LATTA STREET EROSION CONTROL PLAN
C406	MONTGOMERY AVE EROSION CONTROL PLAN
C407	FORT WORTH EROSION CONTROL PLAN
C408	EROSION CONTROL DETAILS

MAYOR

PATRICK PAYTON

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CITY MANAGER
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ENGINEERING SERVICE DIRECTOR
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CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

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COVER SHEET
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET
C100

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SUMMARY OF DEMOLITION ITEMS

	SAWCUTTING	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED GRAVEL/ CALICHE	REMOVAL & DISPOSAL OF EXISTING DRIVEWAYS	UNCLASSIFIED CLEARING AND GRUBBING	REMOVAL & DISPOSAL OF EXISTING ASPHALT	REMOVAL & DISPOSAL OF EXISTING VALLEY GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE, CONCRETE SIDEWALK & RAMPS	TREE DISPOSAL	REMOVE EXISTING FENCE
UNIT	LF	SY	SY	SY	SY	SY	LF	SY	EA	LF
DEPTH	2"–4"	VARIES	VARIES	VARIES	2"–4"	–	–	4–6" TYP.	–	
RATE	–	–			–	–	–	–	–	
SHEET C140A	153	1,206		–	75	49	105	–	–	
SHEET C140B	156	–		–	1,201	98	125	–	–	
SHEET C140C	154	–		–	1,189	50	114	–	–	
SHEET C140D	142	291		–	174	–	106	21	–	
SHEET C141A	72	–	–	–	1,240	–	617	–	–	
SHEET C141B	78	1,211	–	–	302	–	–	–	–	
SHEET C142	33	–		1,170	50	–	27	–	–	
SHEET C143A	77	–		1,426	112	–	77	–	1	
SHEET C143B	173	251		975	–	61	147	12	–	
SHEET C143C	–	1,466		–	–	–	–	–	–	
SHEET C143D	–	1,078		–	–	–	–	–	–	
SHEET C144A	84	936	–	–	255	–	68.0	12	–	
SHEET C144B	162	924	–	–	28	–	–	–	–	
SHEET C144C	200	624	–	–		50	10	–	–	
SHEET C147–A	51	–	18	–	948	–	51		–	–
SHEET C147–B	47	–	31	–	832	–	47	–	–	–
SHEET C148–A	107	–	78	–	1,377	–	47	–	–	98
SHEET C148–B	41	–	7	–	1,377	–	–	–	–	88
SHEET C148–C	159	–	52	–	1,377	–	–	–	–	–
TOTALS:	1,889	7,988	186	3,571	10,537	309	1,541	46	1	186

SUMMARY OF EROSION CONTROL ITEMS

	CONCRETE WASHOUT	GRAVEL BAGS
UNIT	EA	SY
DEPTH	–	–
RATE	–	–
SHEET C401	1	23
SHEET C402	1	7
SHEET C403	1	8
SHEET C404	2	13
SHEET C405	1	3
SHEET C406	1	3
SHEET C407	1	3
TOTALS:	8	60

SUMMARY OF DRAINAGE ITEMS

	CONCRETE FLUME	RIPRAP D_{50} = 2.75 ft
UNIT	SY	CY
DEPTH	6–8" TYP.	5.5
RATE	–	–
SHEET C209	59	123
TOTALS:	59	124

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SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	6" JOINTED CONCRETE DRIVEWAYS	CONCRETE PAVEMENT	TRANSITION SLAB	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	8" FLEXIBLE BASE (TYPE A, GRADE 4)	BITUMINOUS PRIME COAT (MC-30 or AEP)	BITUMINOUS TACK COAT (MC-30 or AEP)	TYPE A CONCRETE CURB & GUTTER	TYPE D CONCRETE LAYDOWN CURB & GUTTER	TRANSITION TO LAY-DOWN CURB	STANDARD CURB FLUME	TYPE 1 SAW-TOOTH CURB AND GUTTER	CONCRETE VALLEY GUTTER	CONCRETE FILLET VALLEY GUTTER
UNIT	SY	SY	SY	SY	TON	SY	GAL	GAL	LF	LF	LF	LF	LF	SY	SY
DEPTH	6-8" TYP.	6"	6"	7"-13"	2"	8"	–	–	6"	2"	–	6"	–	–	–
RATE	–	–	–	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY	–	–	–	–	–	–	–
SHEET C201	1,253	33			138	1,253	251	125	369	20	12		–		151
SHEET C202	1,198	–			132	1,198	240	120	731				–		148
SHEET C203	1,181	–			130	1,181	236	118	722				–		147
SHEET C204	437	–			48	437	87	44	285				–		74
SHEET C206	1,194	–			131	1,194	239	119	691	61	80		–		73
SHEET C207	1,426	–			157	1,426	285	143	814				–		71
SHEET C209	1,365	85	605	55	80	1,365	145	72	766	40	24	92	14		–
SHEET C211	1,183	–			130	1,183	237	118	685				–		73
SHEET C212	1,069	–			118	1,069	214	107	660				–		172
SHEET C213	1,283	–			141	1,283	257	128	390	290	10		–		–
SHEET C214	866	–			95	866	173	87	304	180	14		–		73
SHEET C216	1,304	41			144	1,304	261	131	632	30	12		–		80
SHEET C217	790	–			87	790	158	79	463				–		155
SHEET C218	702	–			77	702	140	70	420				–		156
SHEET C220	843	–			70	843	127	63	–	732	10	–	–	210	–
SHEET C221	779	–			62	779	112	56	48	647	10	–	–	187	33
SHEET C223	123	–			14	123	25	12	67.1	–	–	–	–		–
SHEET C224	1,436	59	–	–	139	1,436	254	127	642	75	30	–	–	–	169
TOTALS:	18,432	219	605	55	1,892	18,432	3,439	1,720	8,689	2,076	203	92	14	397	1,576

SUMMARY OF PAVING ITEMS

	TYPE 4 CONCRETE DIAGONAL CURB RAMP	TYPE 12 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK	STANDARD ALLEY APPROACH	ADJUST EXISTING WATER VALVES
UNIT	SY	SY	SY	SY	EA
DEPTH	4"	4"	4"		–
RATE	–	–	–		–
SHEET C201	29	–	–		
SHEET C202	57	–	–		–
SHEET C203	54	–	–		–
SHEET C204	27	29	–		–
SHEET C206	28	–	–		–
SHEET C207	27	–	–		1
SHEET C209	–	–	–		1
SHEET C211	29	–	–		1
SHEET C212	54	–	–		–
SHEET C213	–	–			–
SHEET C214	27	–	–		–
SHEET C216	29	–	1,068		1
SHEET C217	57	–	195		–
SHEET C218	57	–	158		4
SHEET C219	–	–			
SHEET C220	–	–			–
SHEET C221	–	–	–	–	1
SHEET C222	–	–	–	–	–
SHEET C223	–	–	37	–	–
SHEET C224	–	79	283	25	
TOTALS:	447	30	1,459	26	9

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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. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CAMP STREET, HICKS AVENUE, LATTA STREET, MARLIN STREET, MISSOURI AVENUE, MORAN AVENUE, NOBLES AVENUE, AND SPRUCE STREET.
2. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. 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 PROJECT.
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 DESIGN.
5. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. 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. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
7. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
8. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
9. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
10. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POTHOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND/ OR PRIVATE INFRASTRUCTURE OWNER RECORDS]. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
11. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
12. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
13. THE CONTRACTOR SHALL 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 THE CONTRACTOR.
14. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
15. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. 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.
4. 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.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. 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.
7. 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.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. 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.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN UTILITY TRENCHES. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. VEGETATION SEEDING AND WATERING:
    - 17.a. THIS REFERS TO ALL PORTIONS OF THE PROJECT AREA DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
    - 17.b. RE-VEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN THE APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE HOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
    - 17.c. REMOVE THE TOP SIX (6) INCH LAYER OF VEGETATION AND TOPSOIL EVENLY FOR THE ENTIRE DISTURBED AREA AND SET IT ASIDE DURING CONSTRUCTION.
    - 17.d. AFTER CONSTRUCTION PLACE THE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS THE ENTIRE DISTURBED AREA AND RAKE IT TO A SMOOTH CONSISTENCY. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN THE ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.
    - 17.e. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL
    - 17.f. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.
    - 17.g. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.
    - 17.h. USE SEPARATE BOXES ON DRILL TO APPLY THE FERTILIZER TO SEED.
    - 17.i. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER, SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROTECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ ACRE RATES.
    - 17.j. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2 INCHES (0.2") FOR THE ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.
    - 17.k. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
        - 17.k.a. SEED MIX TOTALING 20LBS P.L.S./ ACRE WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S./ ACRE
RYEGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALO GRASS	2.0
GREEN SPRANGLETOP	1.0

        - 17.k.b. SEED MIX TOTALING 20LBS P.L.S./ ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S./ ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALO GRASS	4.0
GREEN SPRANGLETOP	2.0

        - 17.k.c. IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
        - 17.k.d. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT A RATE THAT ACHIEVES NO LESS THAN 100LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
        - 17.k.e. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
        - 17.k.f. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
        - 17.k.g. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
        - 17.k.h. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
        - 17.k.i. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

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APPROVED BY:	ALM
DATE	01/03/2022
JOB	21-0159

GENERAL NOTES SHEET

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C102

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F:\2021\21015\9-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C102 GENERAL NOTES SHEET.DWG

GENERAL NOTES

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. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

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. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. 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 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.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT 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.
6. 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.
7. 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.
8. 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.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
24. LAY-DOWN OPERATIONS:
    - 24.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.
    - 24.b. OFFSET JOINTS 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.
    - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
    - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
    - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
    - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

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DATE: 01/03/2022
Job 21-0159

GENERAL NOTES SHEET

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C103

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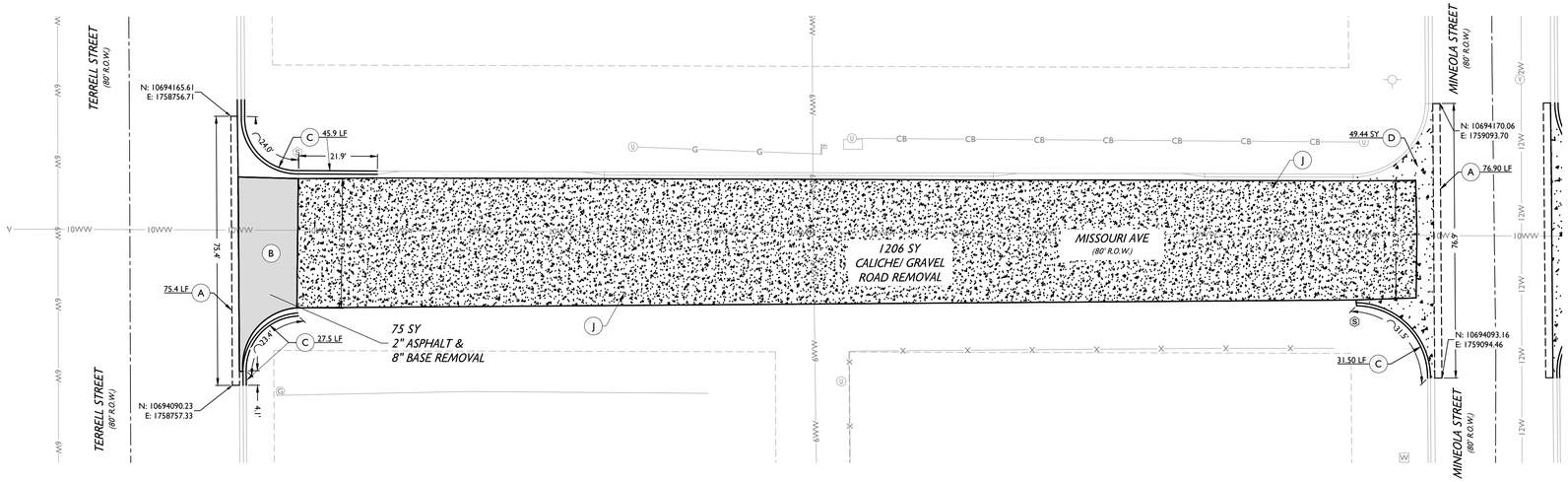

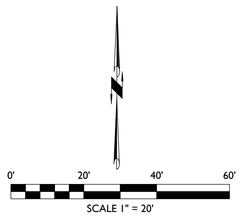

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
- DENOTES EXISTING GRAVEL OR CALICHE TO BE DEMOLISHED
- DENOTES EXISTING VEGETATION FOR CLEARING AND GRUBBING LIMITS

DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. 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. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. EXISTING MANHOLE TO BE ADJUSTED TO GRADE.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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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.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- ALL EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET MUST BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET SHALL REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

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DATE: 01/03/2022
JOB: 21-0159

MISSOURI AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C140-A

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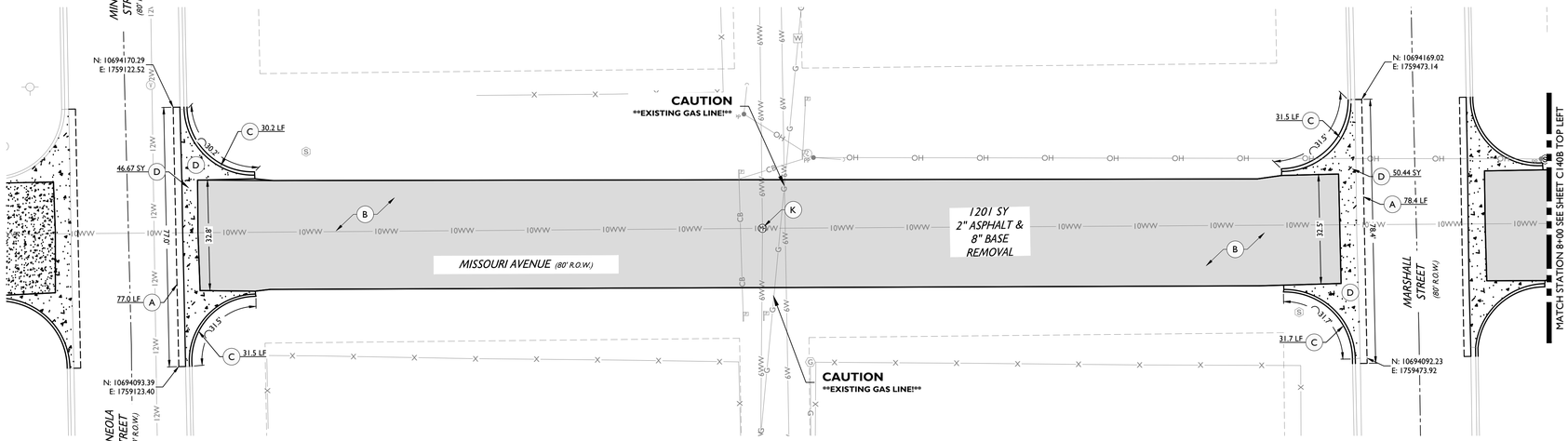

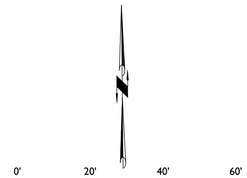

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DATE 01/03/2022
JOB 21-0159

MISSOURI AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C140-B

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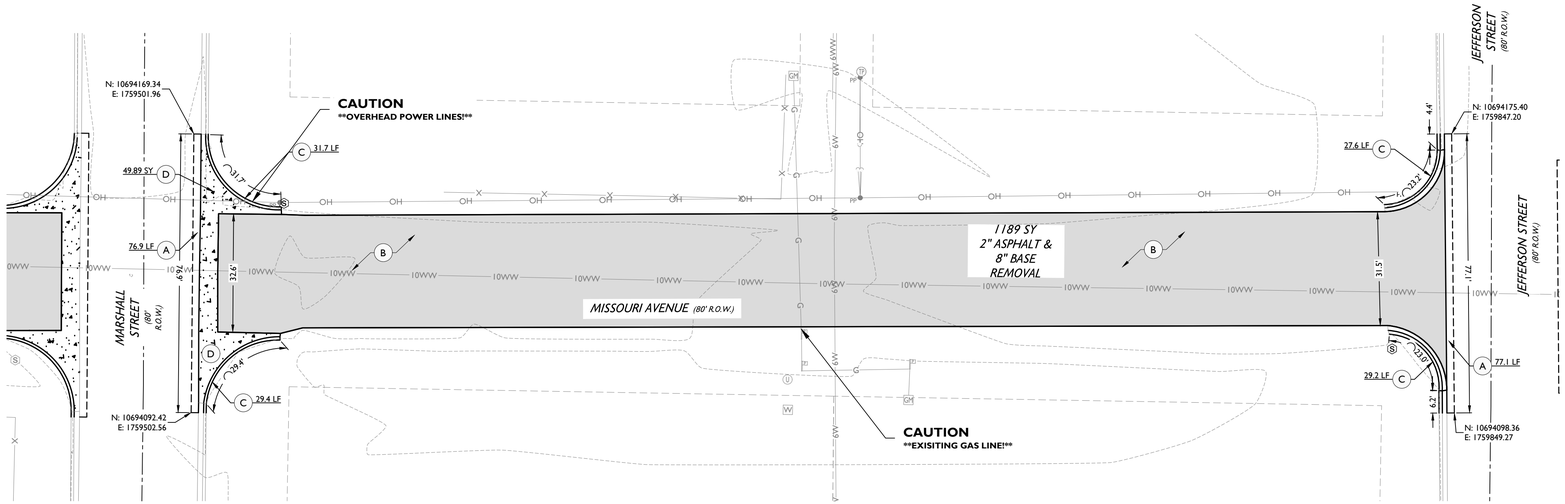

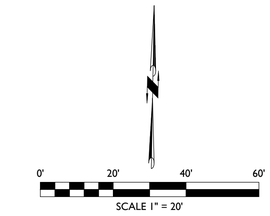

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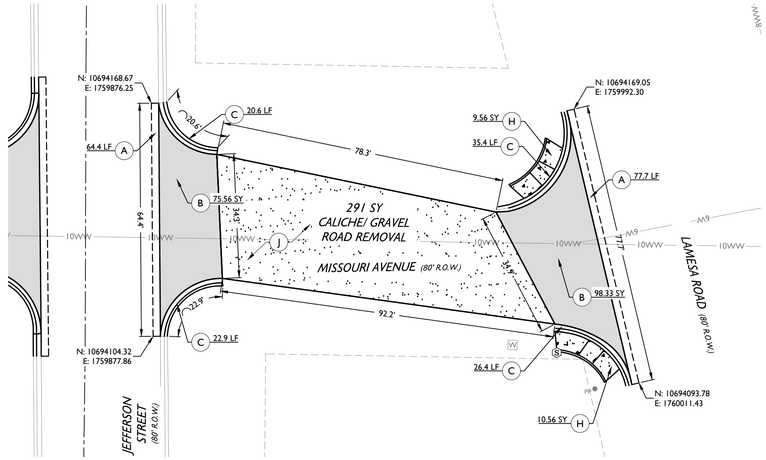

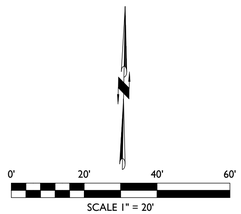

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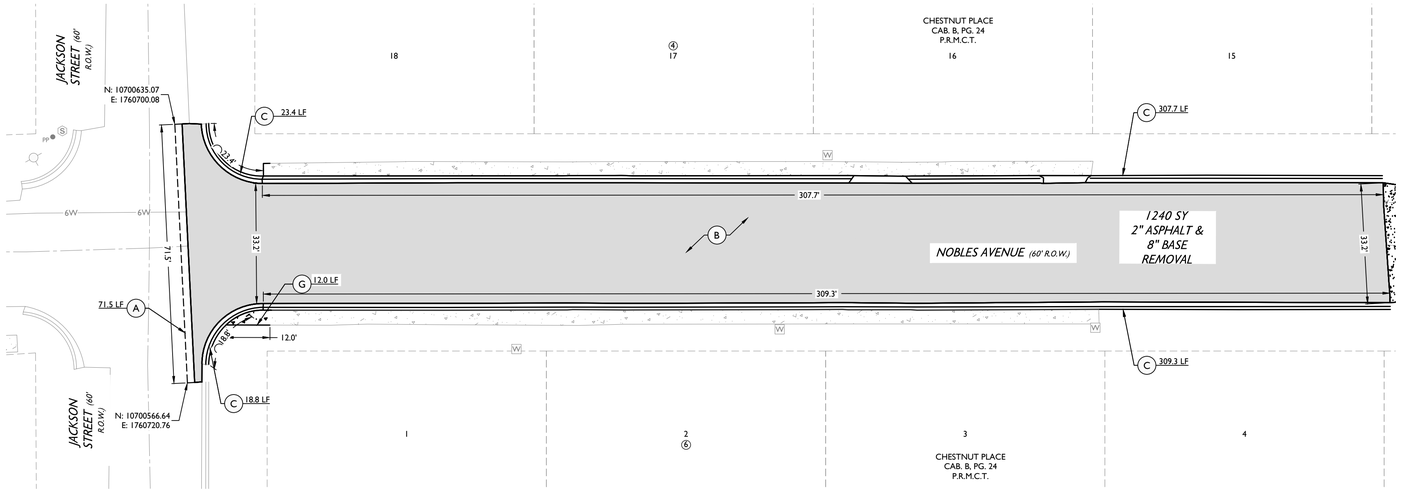

0' 20' 40' 60'

SCALE 1" = 20'

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

NOBLES STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C141-A

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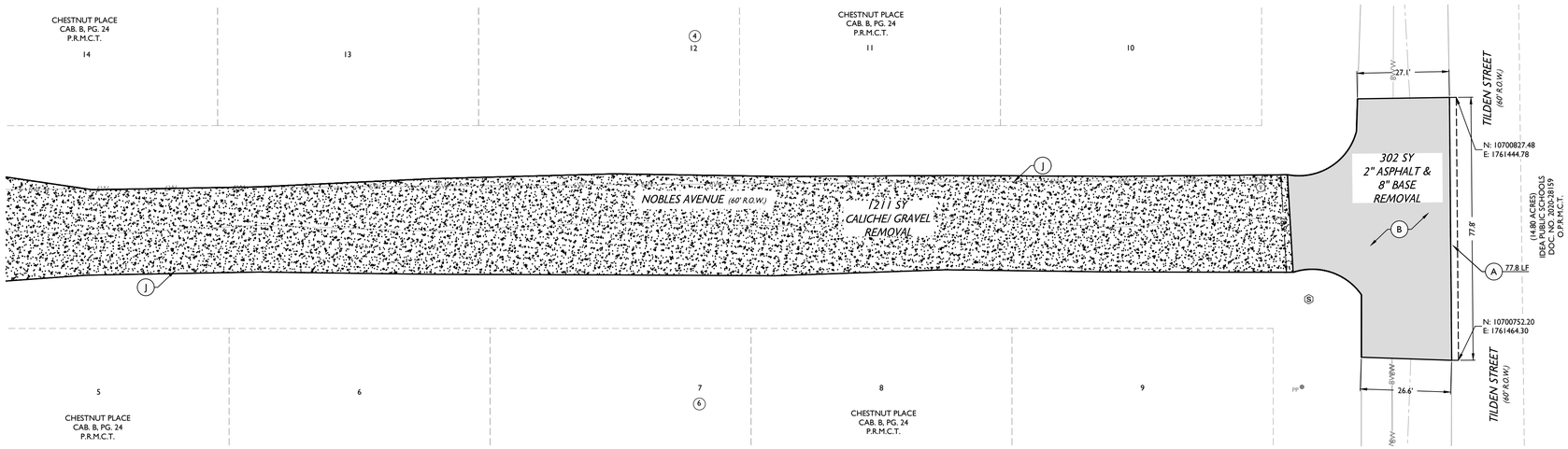

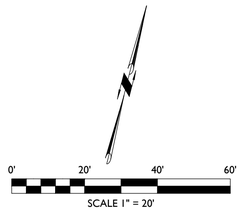

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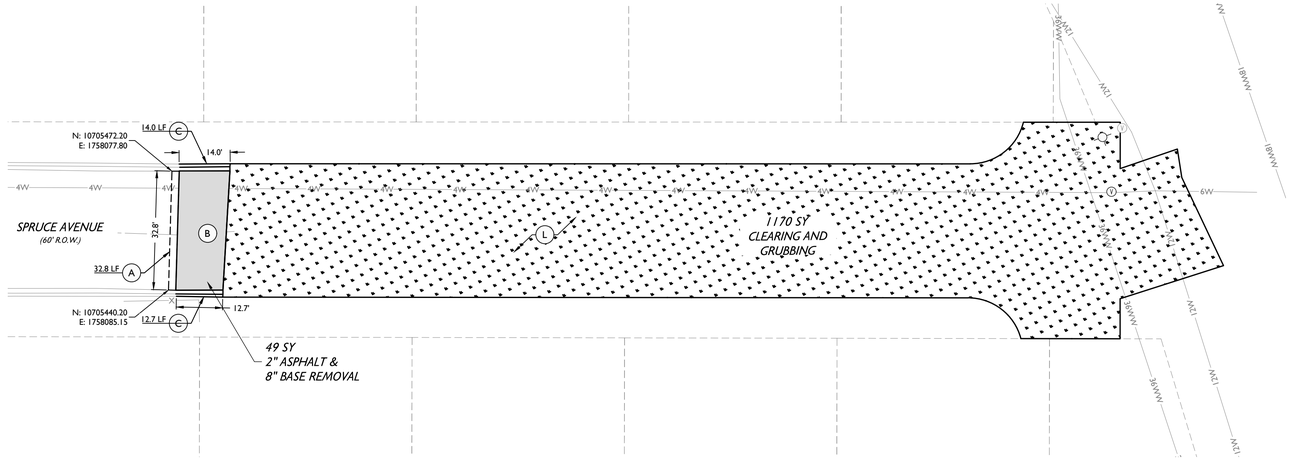

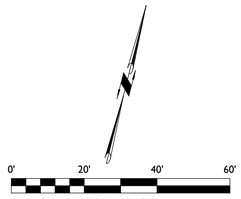

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SPRUCE STREET DEMOLITION PLAN

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STATE OF TEXAS
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SHEET C142

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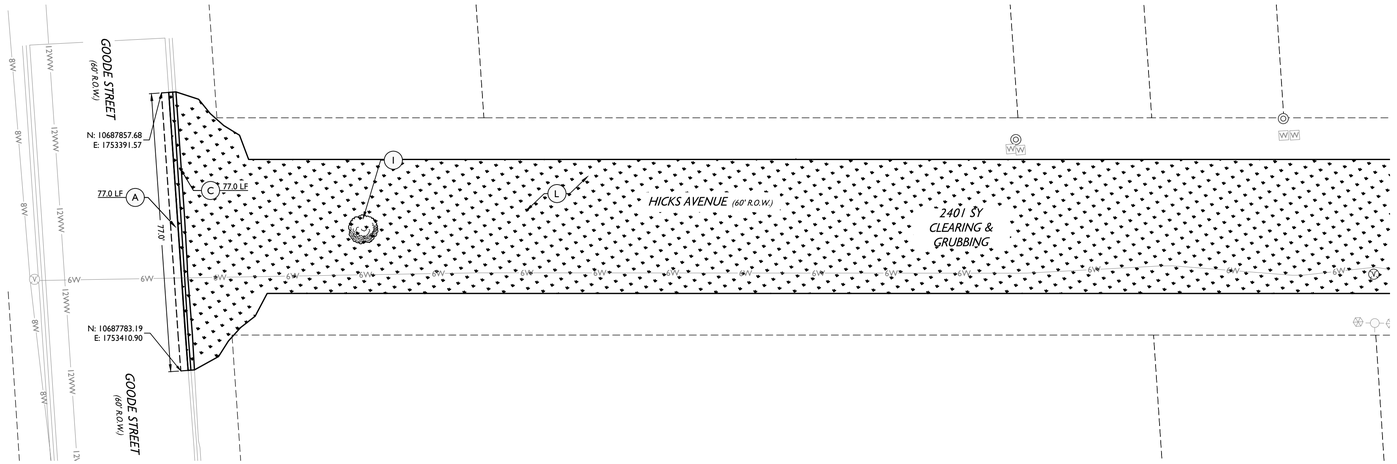

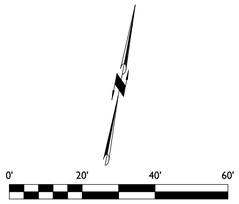

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DATE 01/03/2022
JOB 21-0159

HICKS AVENUE DEMOLITION PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C143-A**

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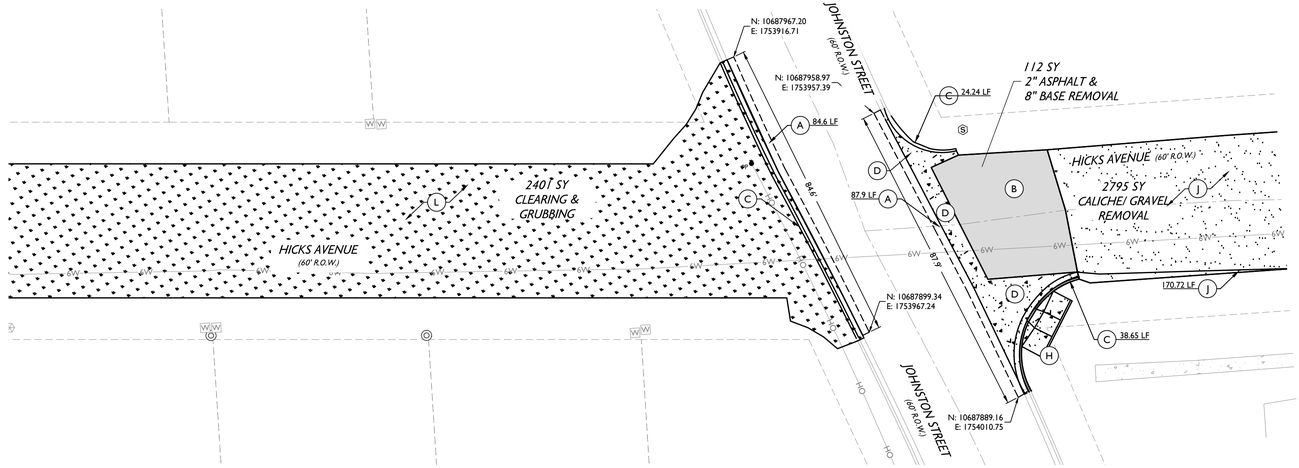

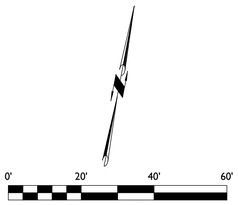

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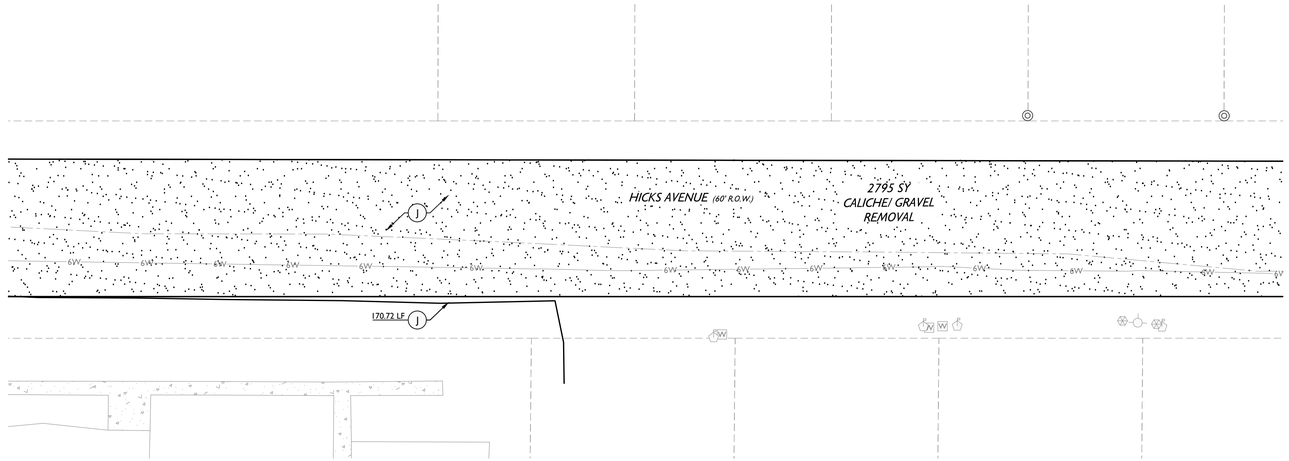

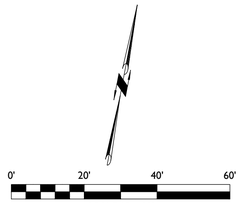

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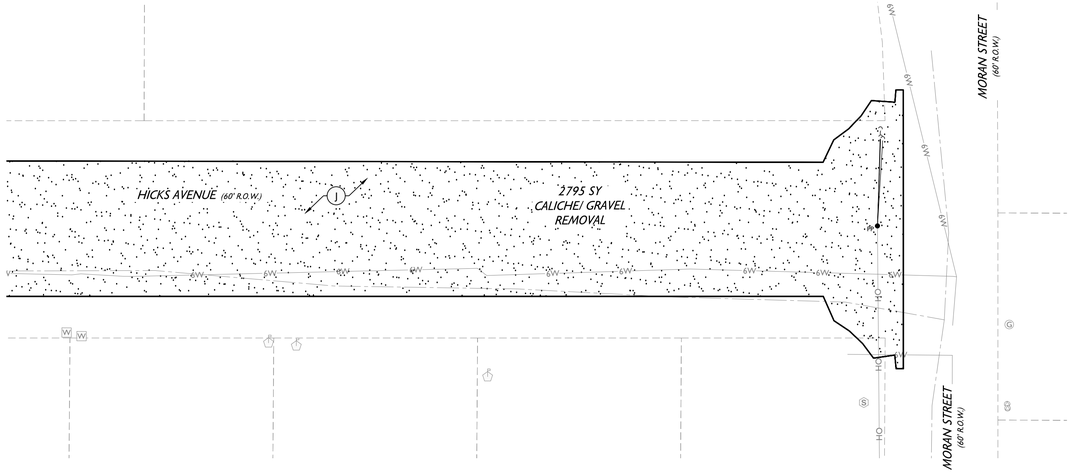

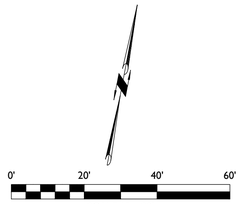

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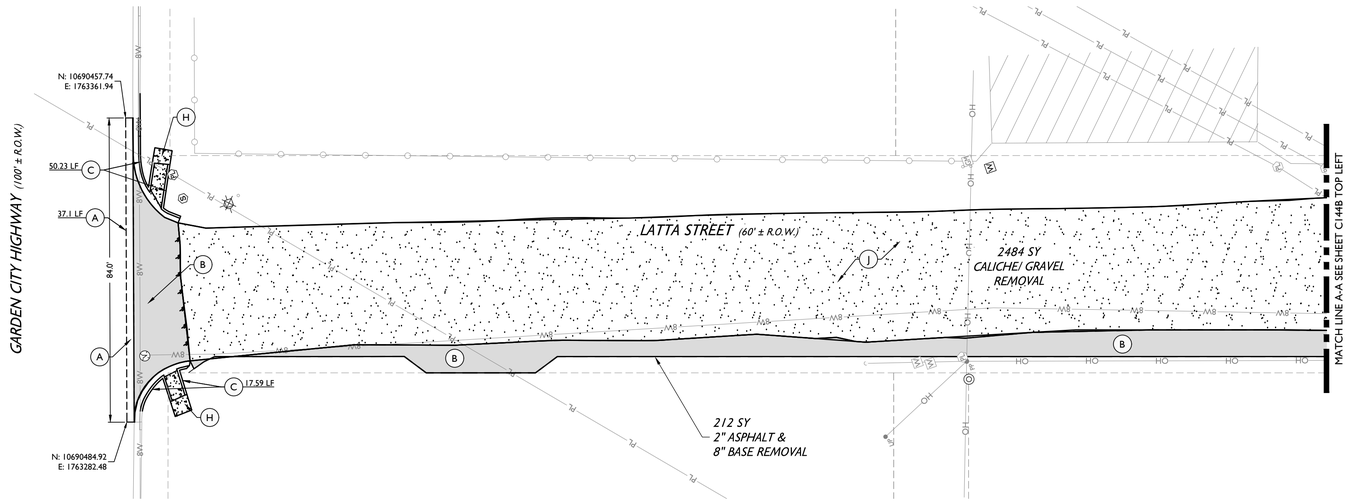

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
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- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
- DENOTES EXISTING GRAVEL OR CALICHE TO BE DEMOLISHED
- DENOTES EXISTING VEGETATION FOR CLEARING AND GRUBBING LIMITS

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B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

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H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

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L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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DATE 01/03/2022
JOB 21-0159

LATTA STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C144-A**

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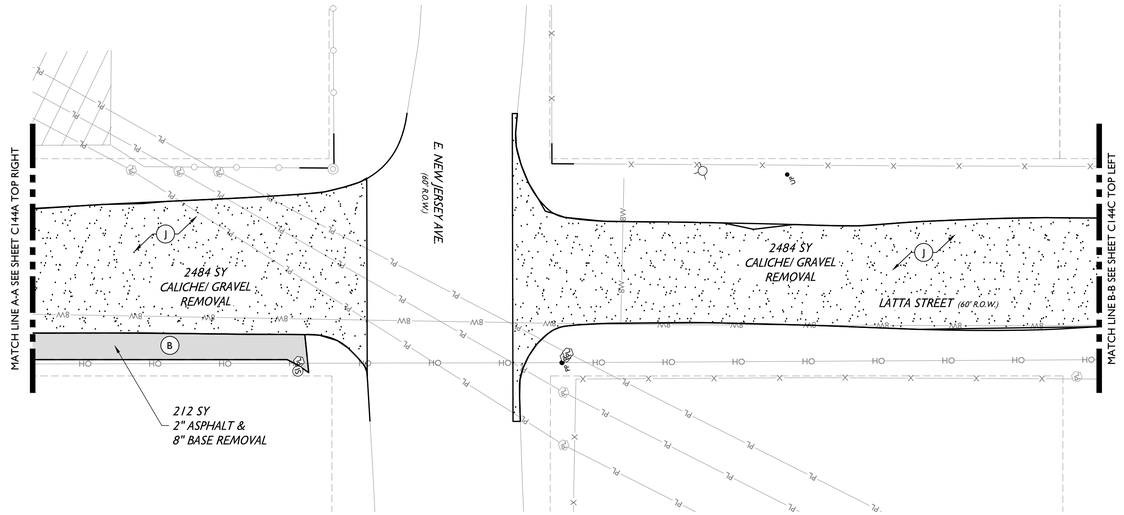

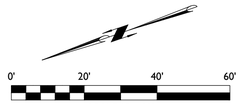

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COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C144-B**

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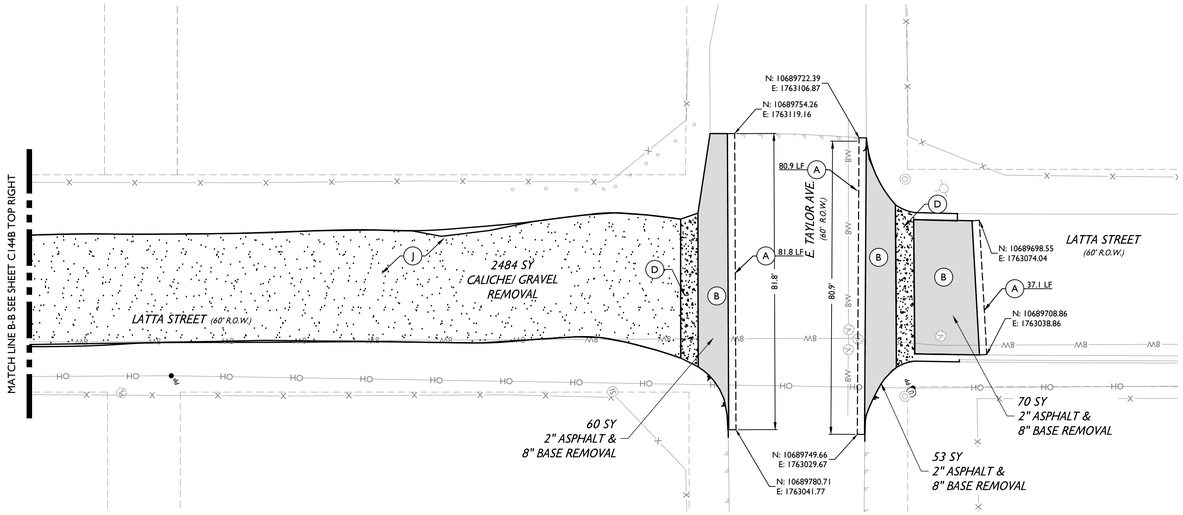

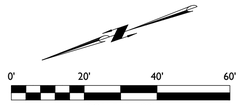

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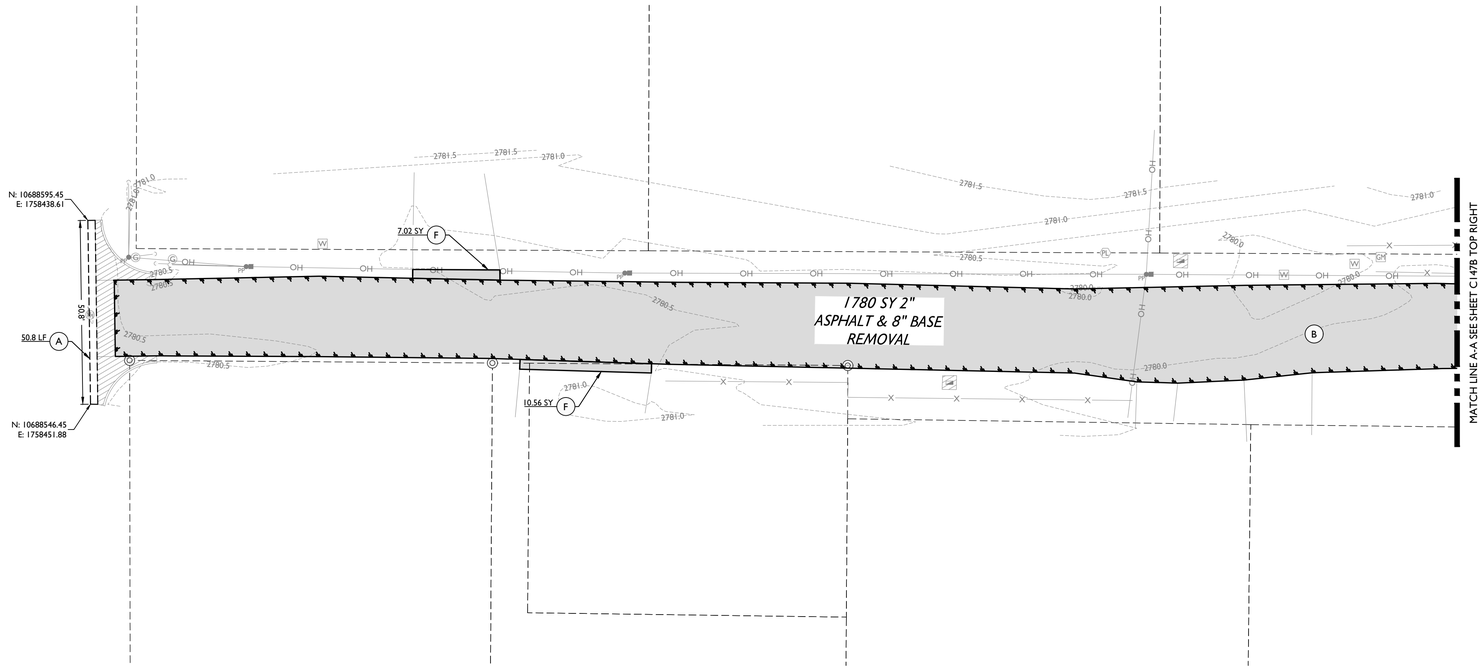

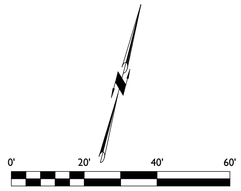

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APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

MONTGOMERY AVENUE DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C147-A**

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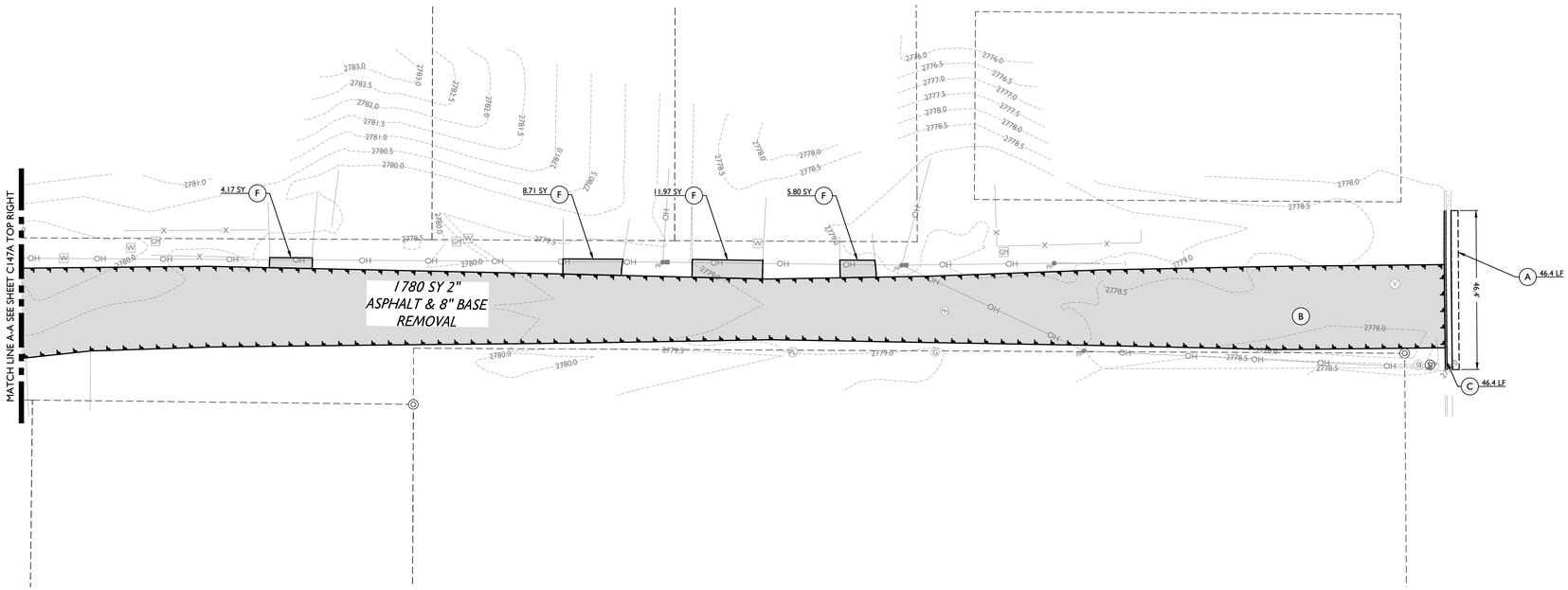

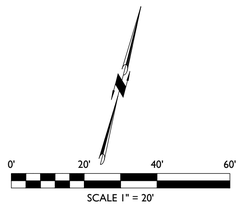

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SHEET C147-B

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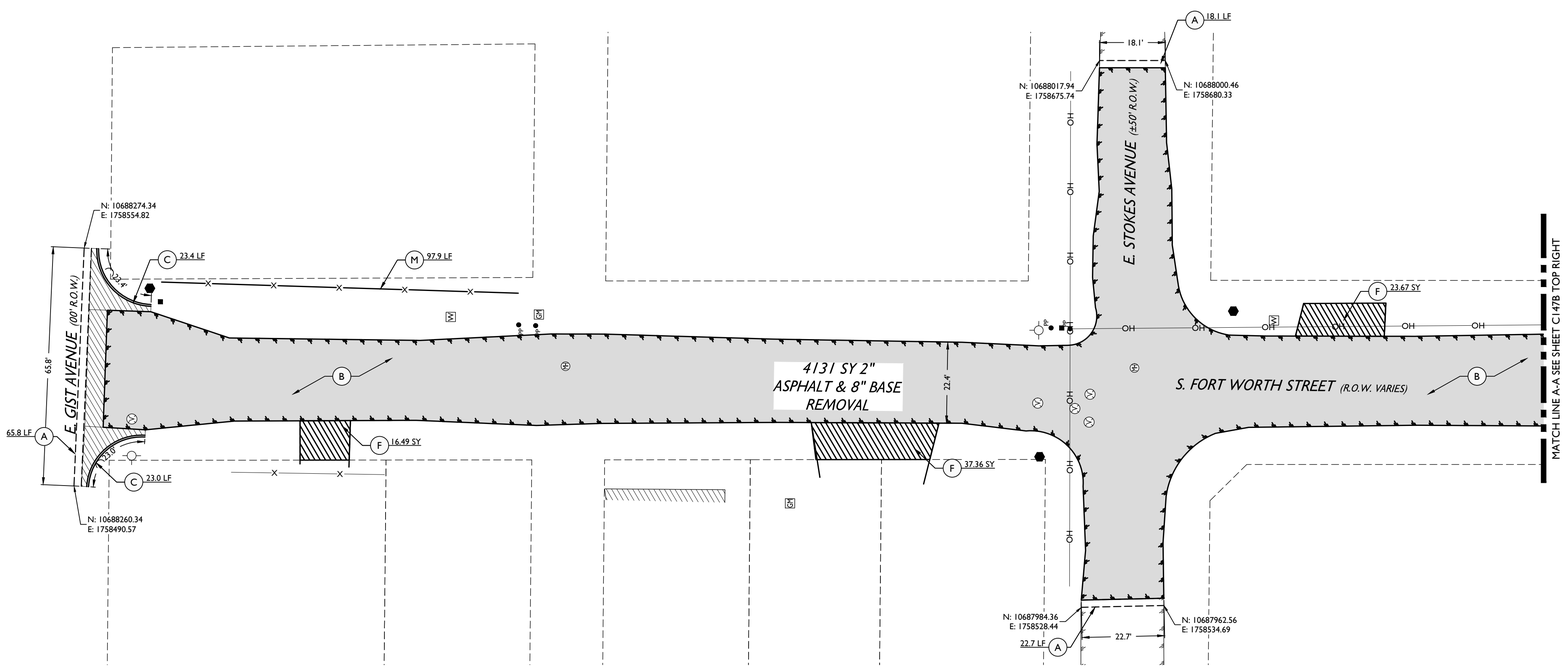

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FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C148-A

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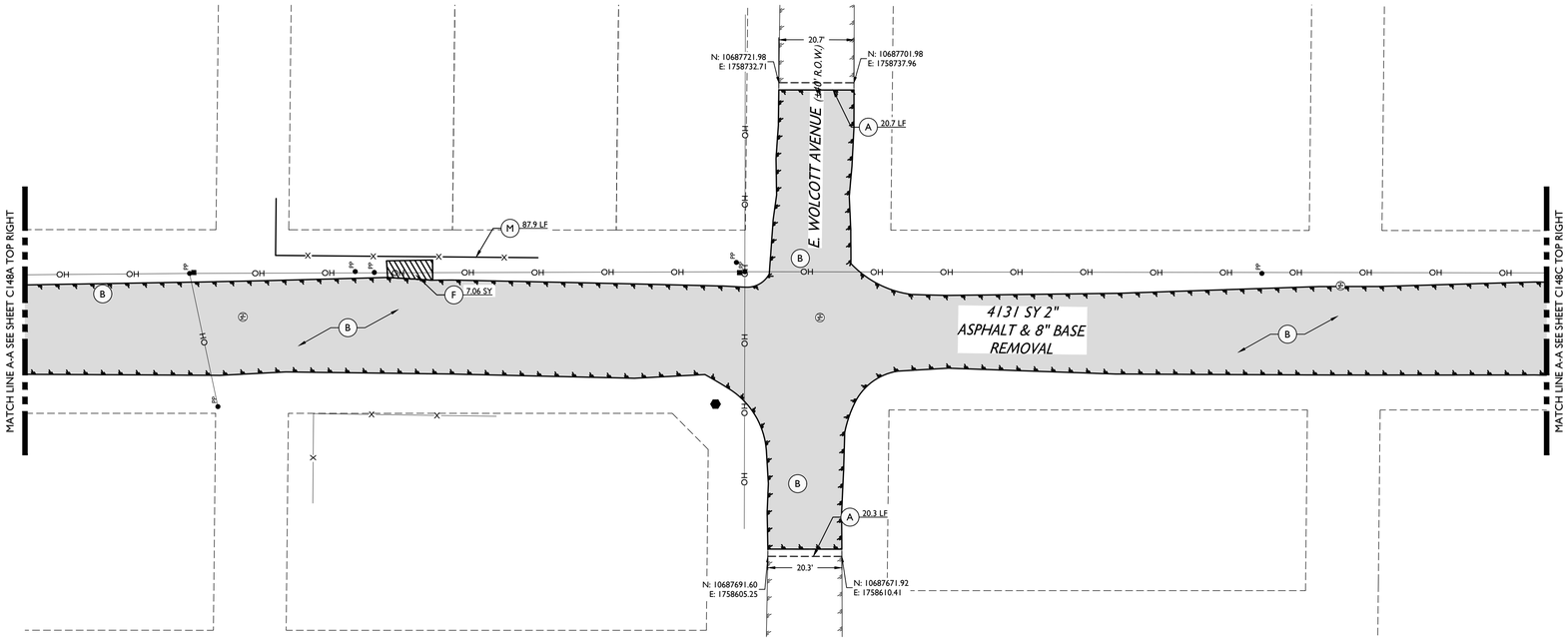

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- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- ALL EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET MUST BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET SHALL REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

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DATE 01/03/2022
JOB 21-0159

FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C148-B

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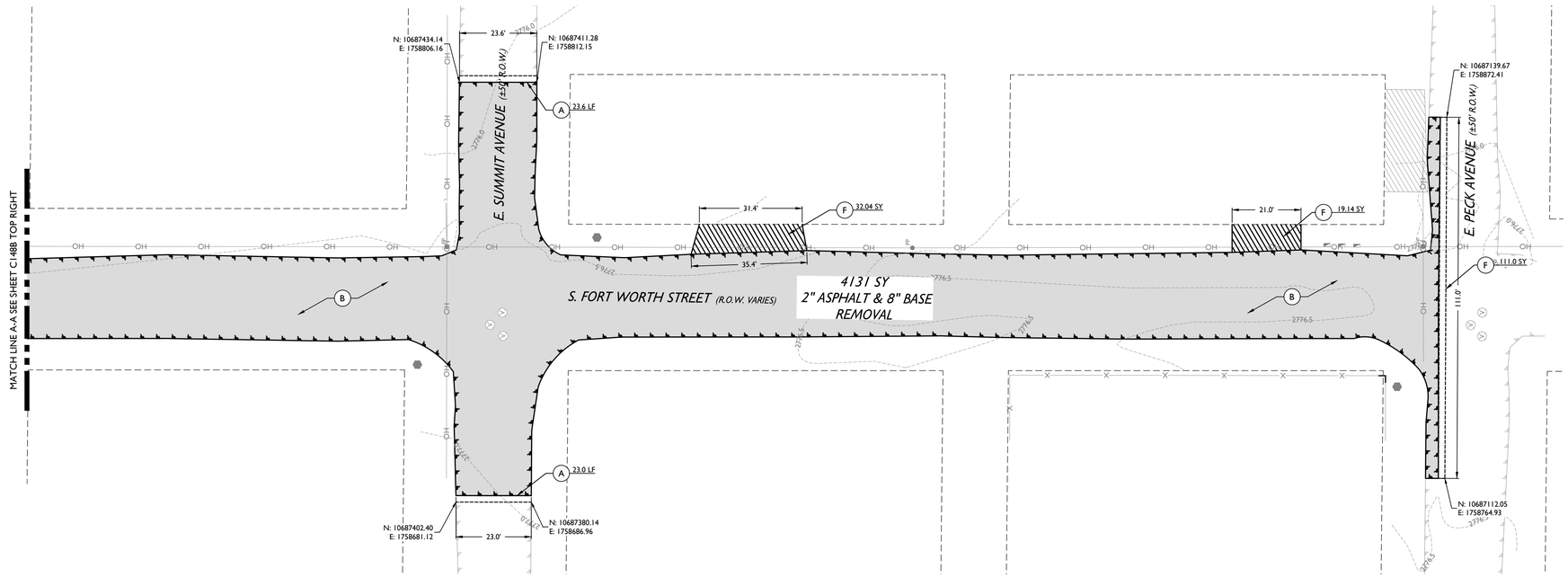

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
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- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING SIDEWALK TO BE DEMOLISHED
- DENOTES EXISTING GRAVEL OR CALICHE TO BE DEMOLISHED
- DENOTES EXISTING VEGETATION FOR CLEARING AND GRUBBING LIMITS

DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. 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. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE OR DESIGNATED LIMITS ON PLANS.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. EXISTING MANHOLE TO BE ADJUSTED TO GRADE.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

811 Know what's below. Call before you dig.

GENERAL NOTES

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- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

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DATE: 01/03/2022
JOB: 21-0159

FORT WORTH STREET DEMOLITION PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C148-C

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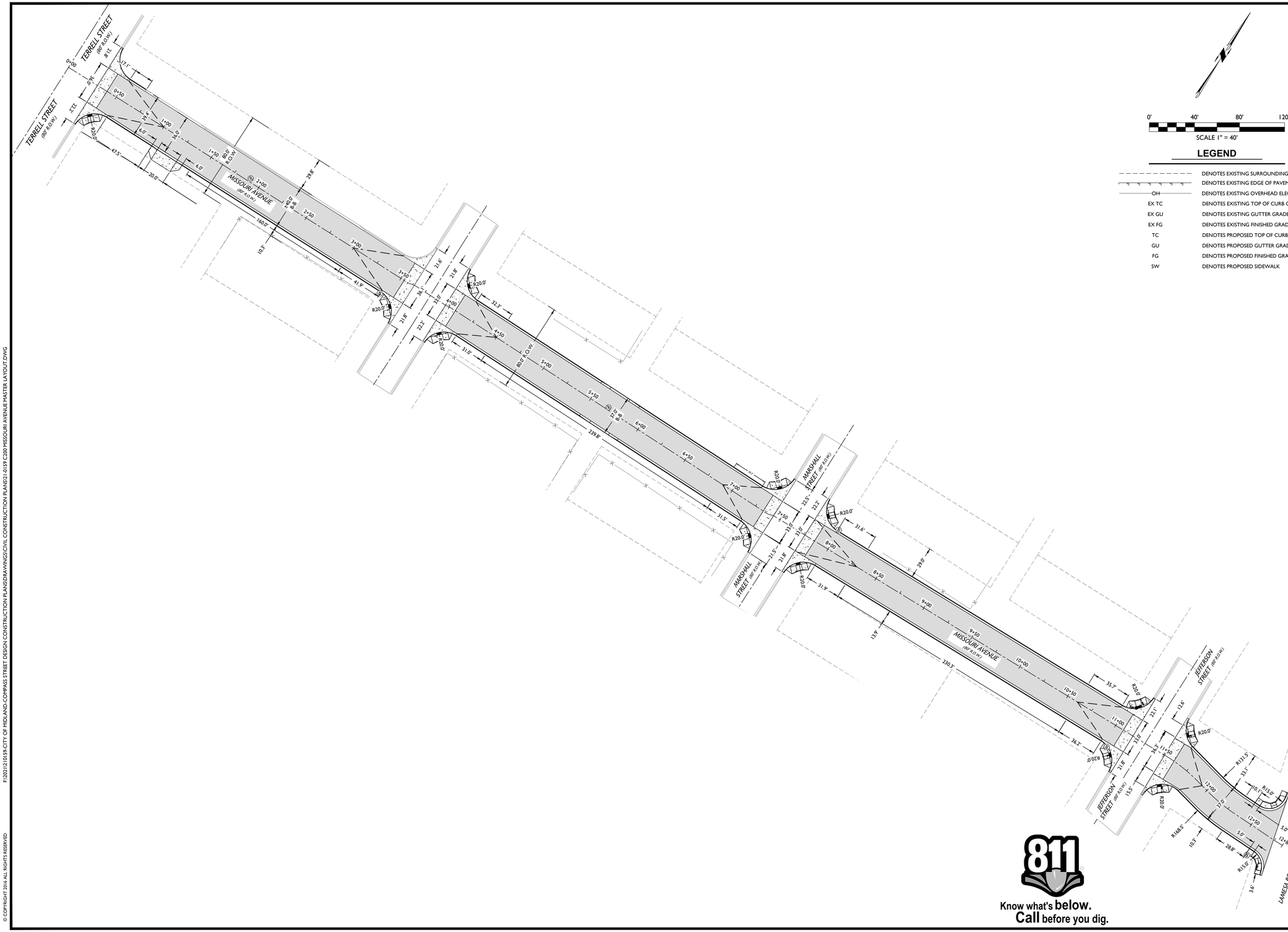

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE
SW	DENOTES PROPOSED SIDEWALK

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MISSOURI AVENUE MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C200**

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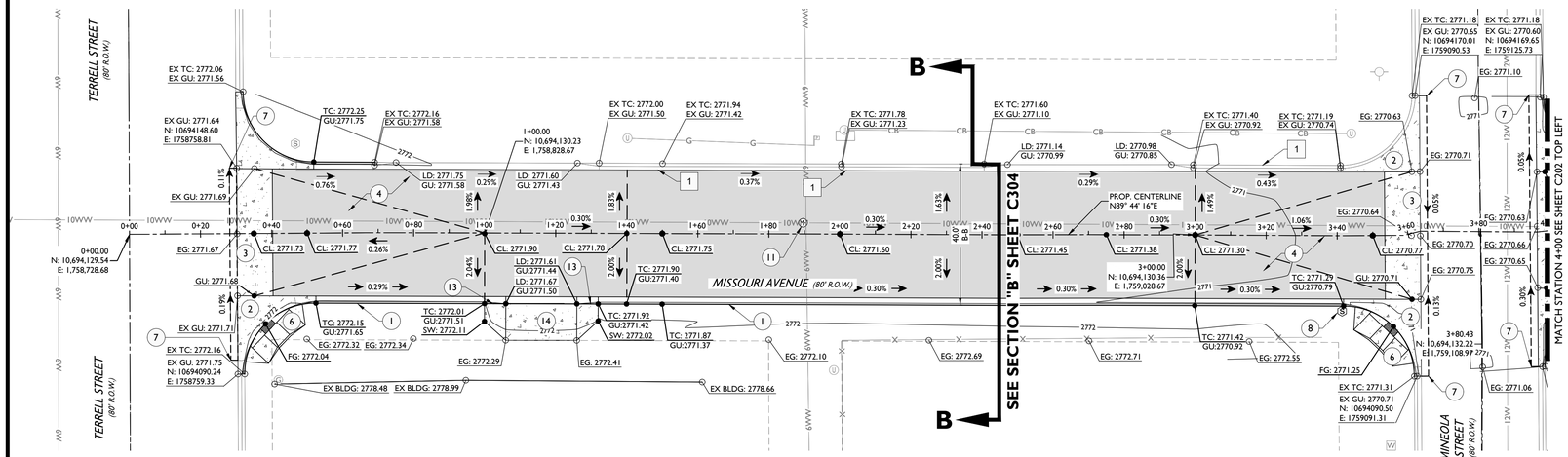

LEGEND

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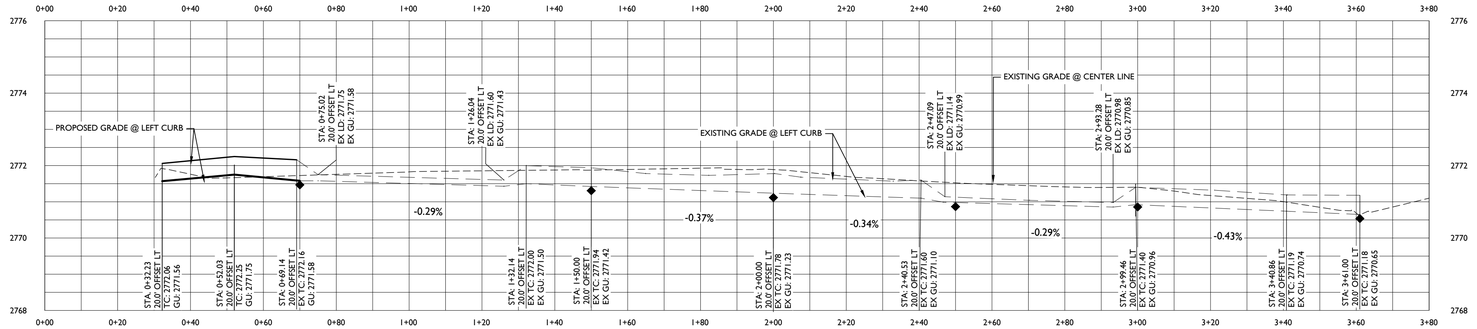

GRADING NOTES:

- SIDEWALK / ADA PATH GRADES ARE NOT TO EXCEED 5.0% LONGITUDINALLY OR 2.0% TRANSVERSALLY.
- SLOPES SHOWN ARE TYPICALLY CALCULATED FROM THE GUTTER LIP GRADE. PLEASE NOTE THAT THIS IS DIFFERENT FROM THE ACTUAL GUTTER GRADE, WHISH IS SLIGHTLY LOWER THAN THE LIP. THE LIP IS GENERALLY 6 INCHES BELOW THE TOP OR BACK OR CURB UNLESS NOTED OTHERWISE.
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GRADING KEY NOTES:

Typ. (1) MATCH EXISTING GRADE

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811 Know what's below. Call before you dig.

PAVING NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

2. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
3. CONSTRUCT 10' STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. SEE SHEET C300. SEE DETAIL 01, SHEET, C303 FOR ±33' B-B ROADS. SEE DETAIL 02, SHEET, C303 FOR ±37' B-B ROADS
5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
9. CONSTRUCT STANDARD (SAW-TOOTH) TYPE "I" CURB PER DETAIL 215 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. CONSTRUCT CONCRETE DRAINAGE FLUME PER DETAIL 403(A) AND 403(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. SEE SHEET C302.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER GUY ANCHOR, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.

    CITY OF MIDLAND NEEDS TO COORDINATE RELOCATION OF EXISTING MAIL BOXES AND TELEPHONE PEDESTALS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE FIRE HYDRANTS.

11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
12. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, SHEET C301.
13. TRANSITION CURB HEIGHT FROM 2" TO 6" OVER THIS LENGTH, PER GRADING PLAN. SEE CITY OF MIDLAND'S CONSTRUCTION DETAIL 208, SHEET C301.
14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
15. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
16. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.
17. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
18. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C302.
19. CONSTRUCT EMERGENCY SPILLWAY ACCORDING TO DETAIL 01, SHEET C302.
20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.
21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C201

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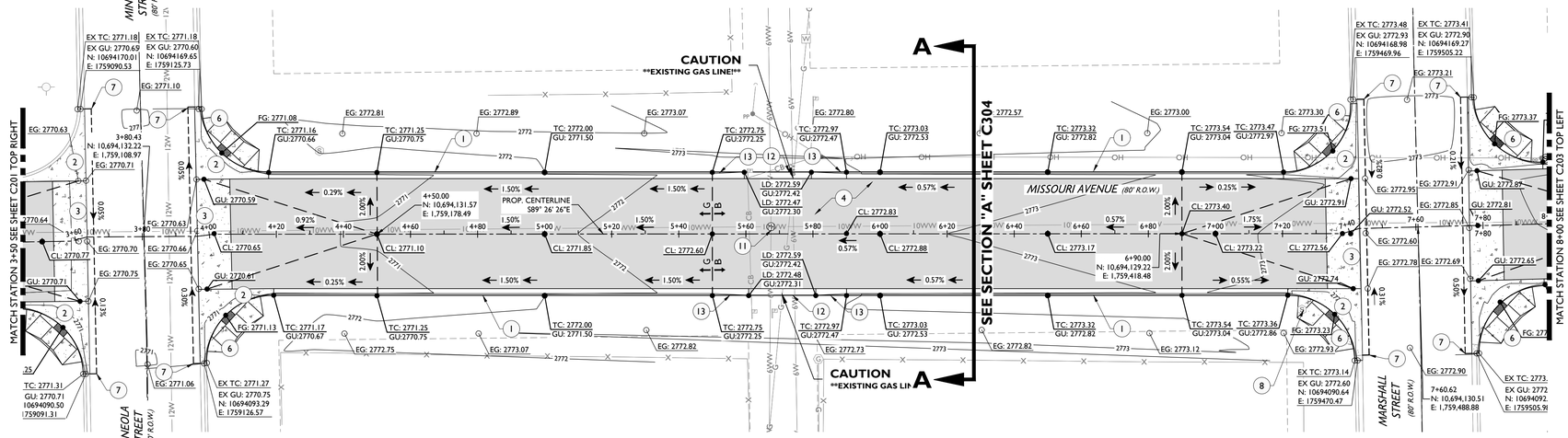

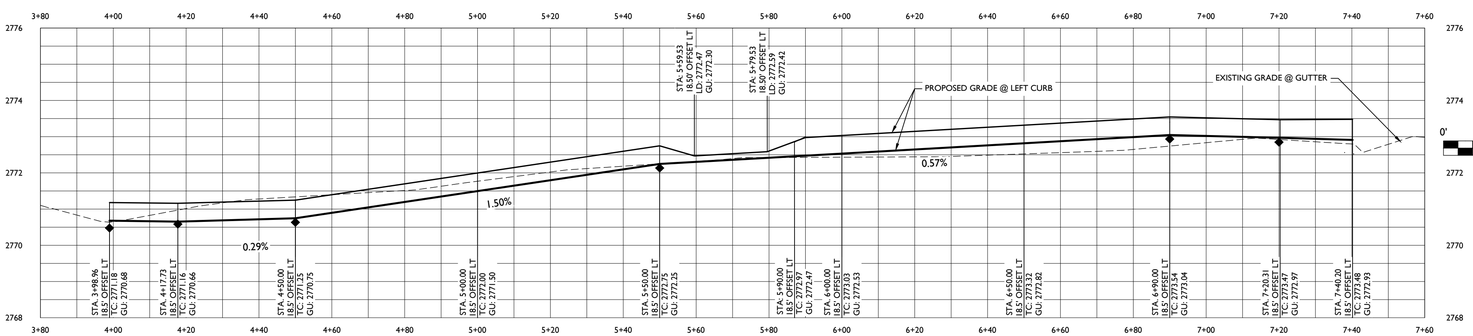

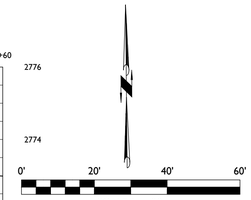

GRADING NOTES:

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PAVING NOTES

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MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C202

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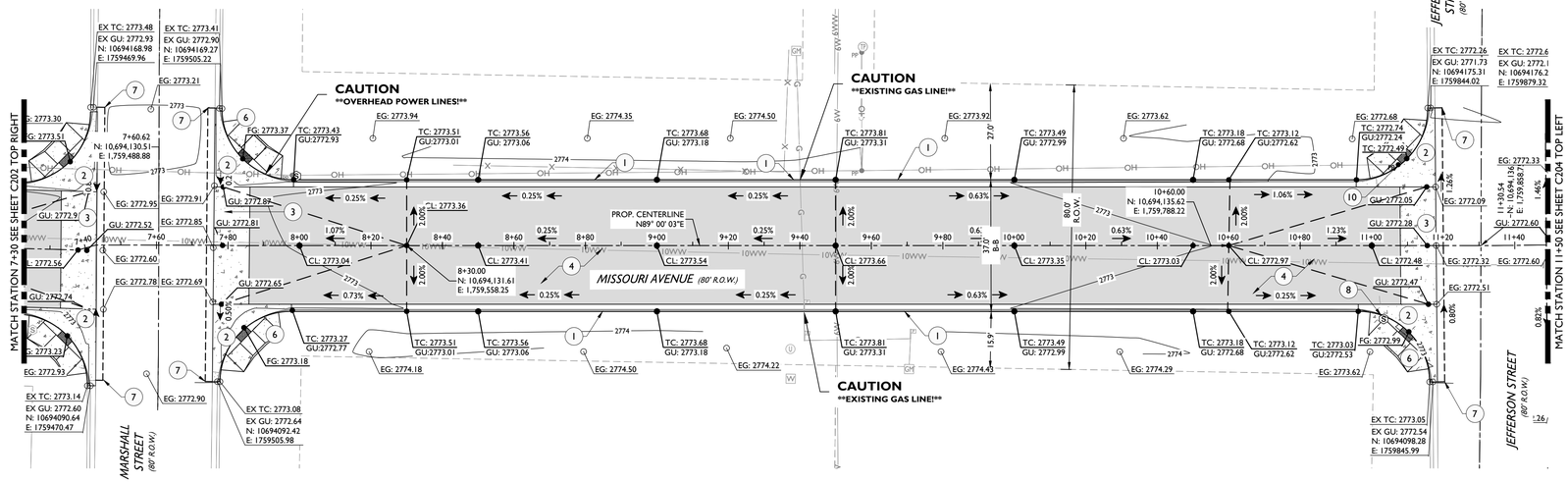

GRADING NOTES:

- SIDEWALK / ADA PATH GRADES ARE NOT TO EXCEED 5.0% LONGITUDINALLY OR 2.0% TRANSVERSALLY.
- SLOPES SHOWN ARE TYPICALLY CALCULATED FROM THE GUTTER LIP GRADE. PLEASE NOTE THAT THIS IS DIFFERENT FROM THE ACTUAL GUTTER GRADE, WHISH IS SLIGHTLY LOWER THAN THE LIP. THE LIP IS GENERALLY 6 INCHES BELOW THE TOP OR BACK OR CURB UNLESS NOTED OTHERWISE.
- SLOPES AS FLAT AS 0.20% - 0.50% ARE COMMONLY CALLED FOR ALONG CONCRETE DRAINAGE PATHS. THESE SLOPES ARE VERY FLAT. IT IS HIGHLY SUGGESTED THAT THE CONTRACTOR EMPLOY BLUE TOPS AND EXTRA GRADE CONTROL IN AREAS WITH THESE SLOPES.

GRADING KEY NOTES:

Typ. 1. MATCH EXISTING GRADE

GENERAL NOTES

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811 Know what's below. Call before you dig.

SCALE 1" = 20'

LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
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MISSOURI AVENUE PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C203

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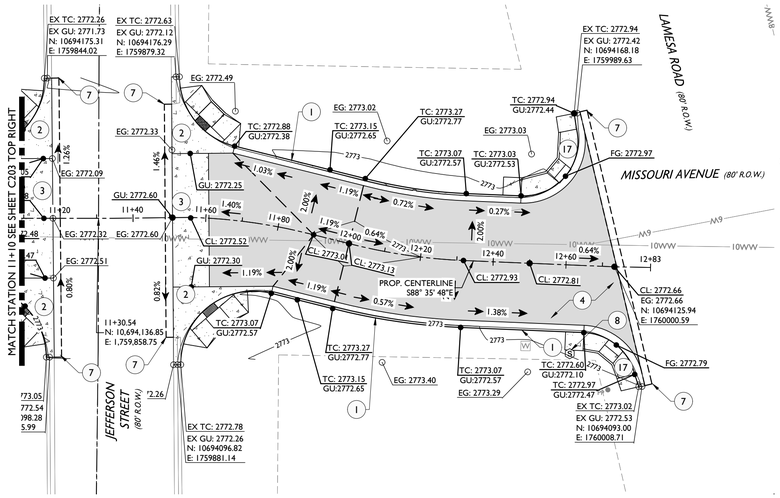

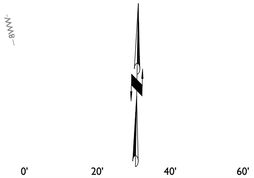

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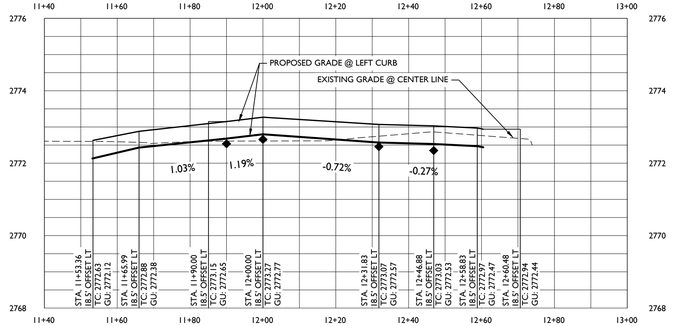

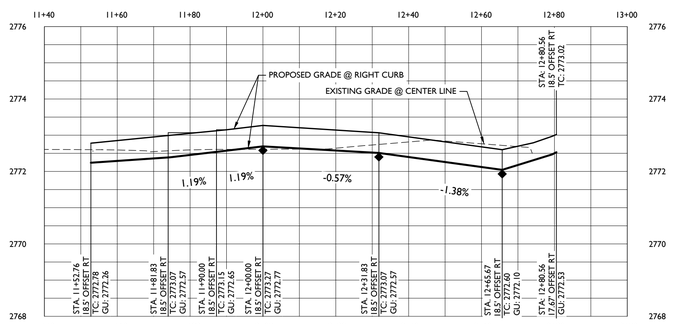

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MISSOURI AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C204

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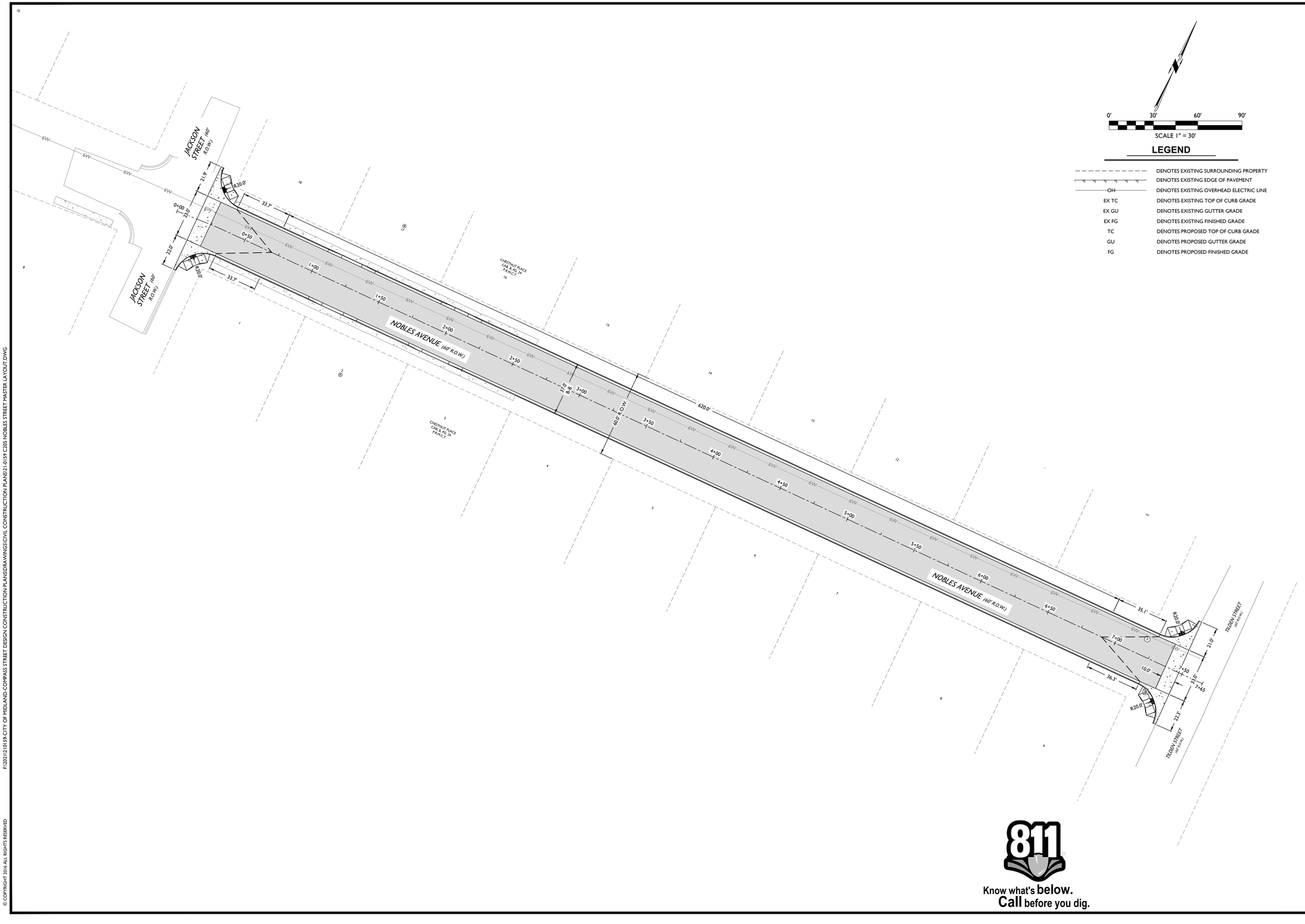

0' 30' 60' 90'

SCALE 1" = 30'

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
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NOBLES STREET MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C205**

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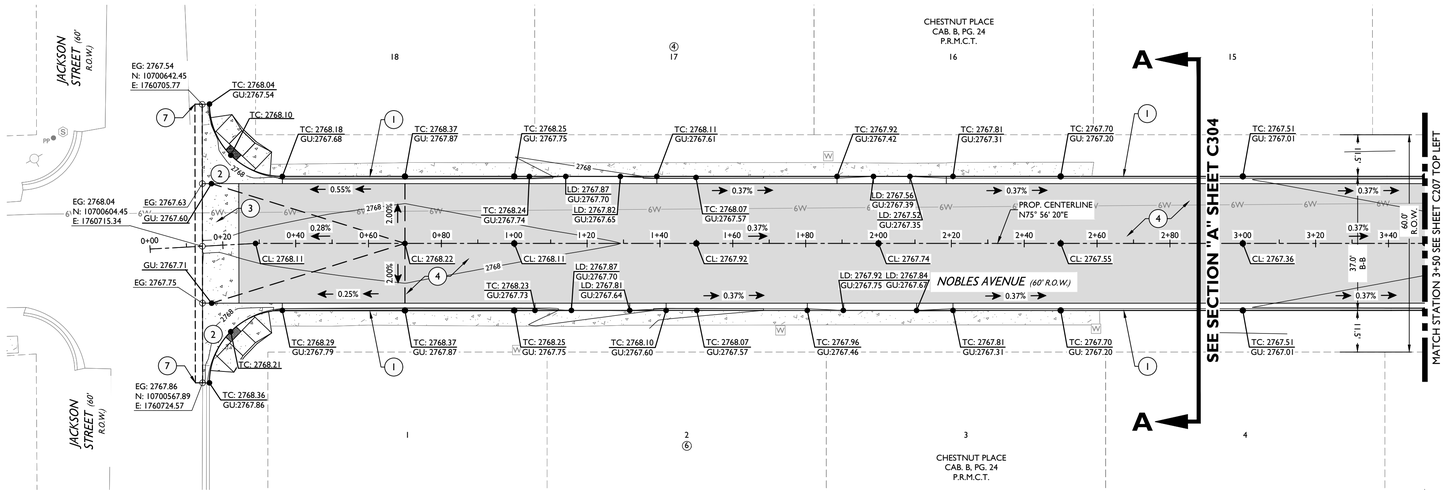

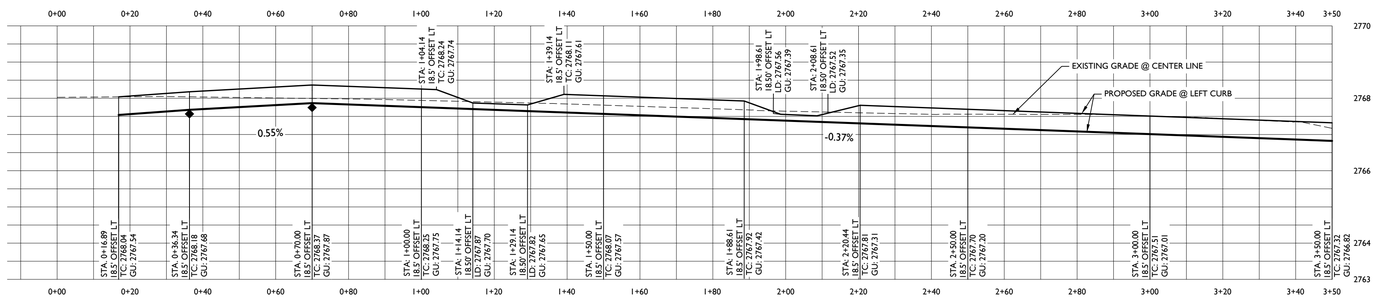

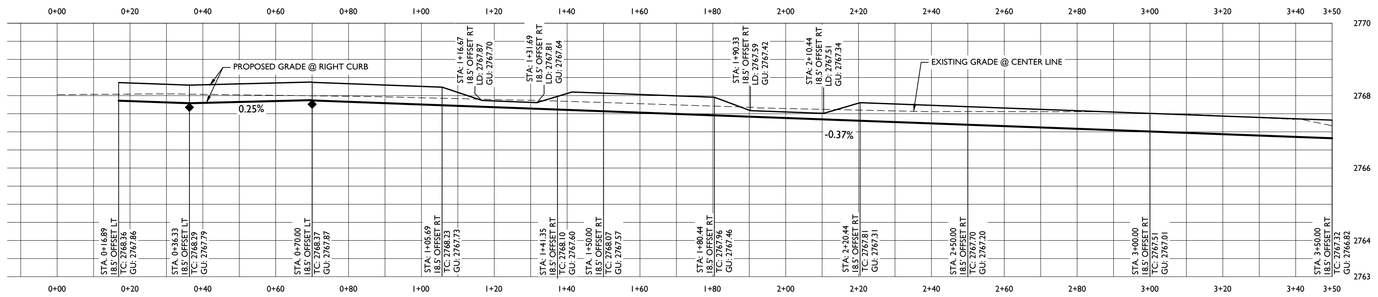

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LEGEND

- DENOTES EXISTING WATER VALVE
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- G — DENOTES EXISTING GAS LINE
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0' 20' 40' 60'
SCALE 1" = 20'

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Typ. (1.) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

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DATE: 01/03/2022
JOB: 21-0159

NOBLES AVENUE PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C206

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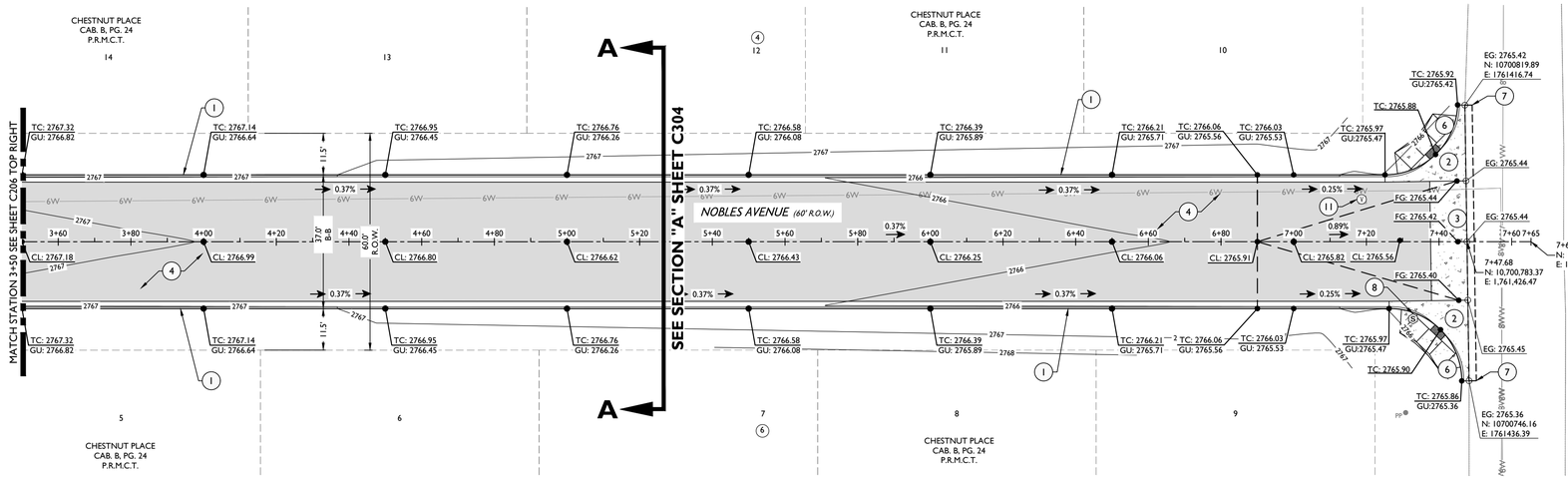

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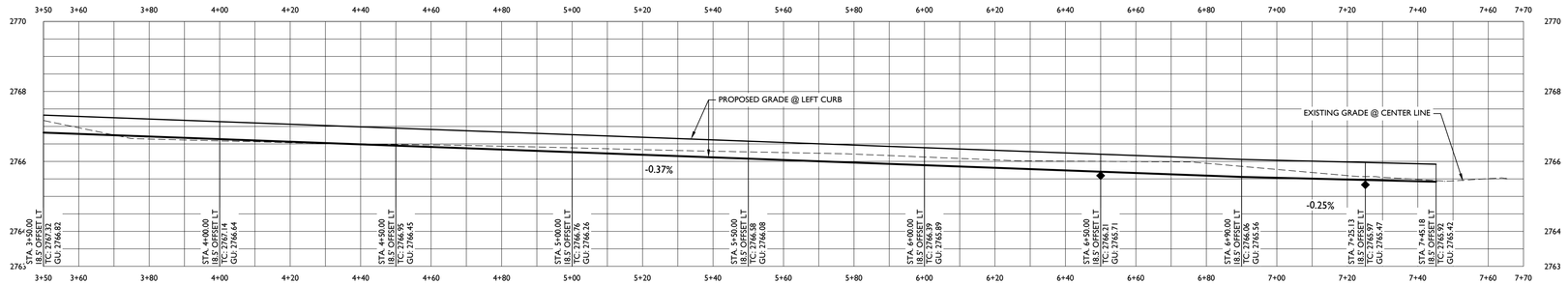

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NOBLES AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C207

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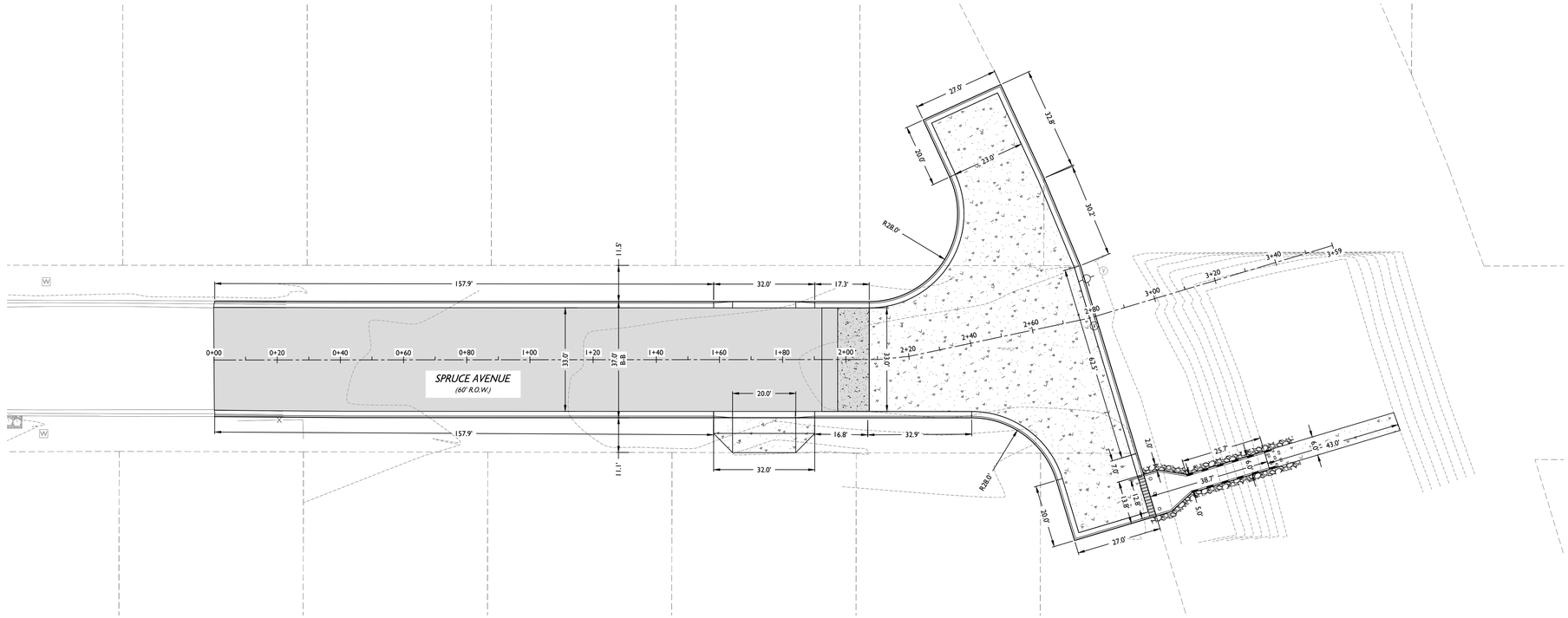
0' 20' 40' 60'

SCALE 1" = 20'



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SPRUCE STREET MASTER LAYOUT

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C208**

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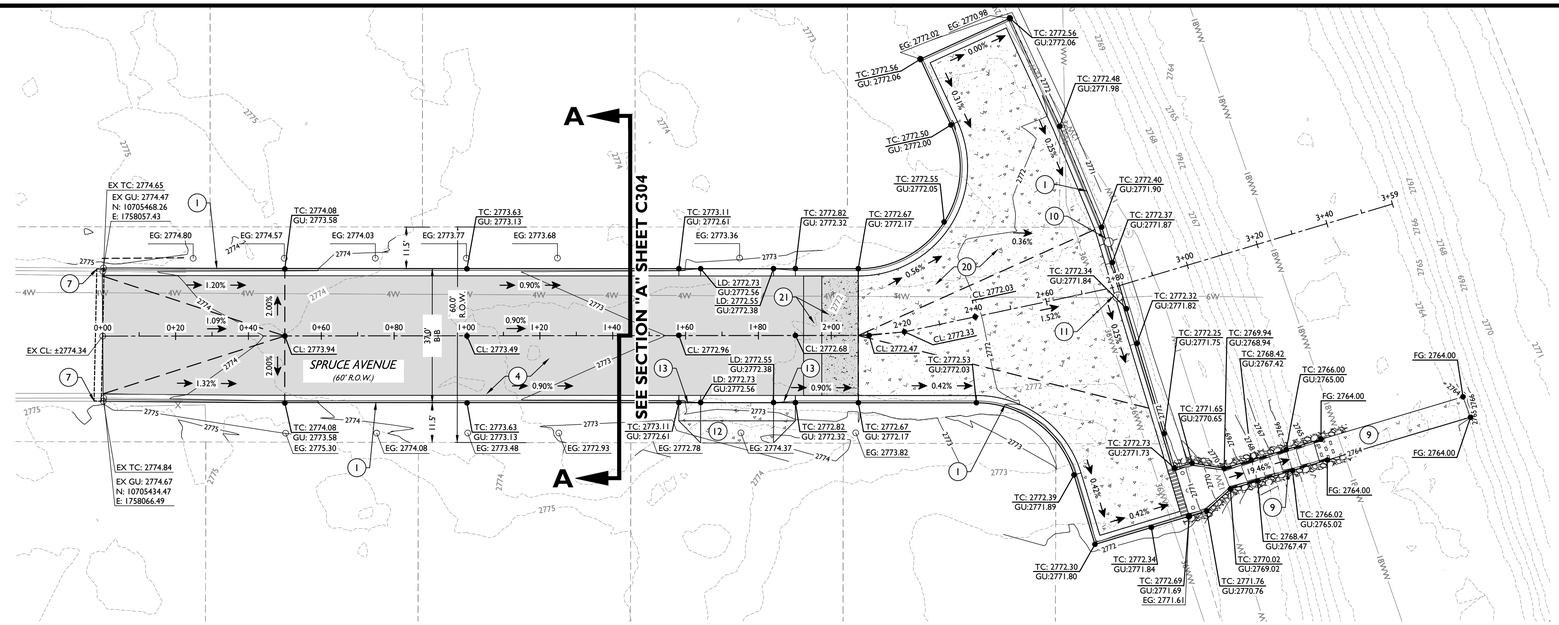

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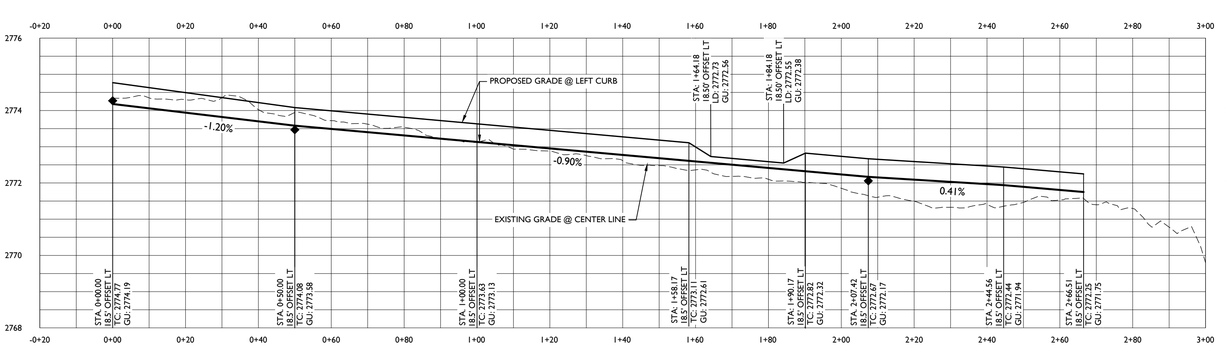

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SPRUCE STREET PLAN AND PROFILE

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10/05/2022

SHEET **C209**

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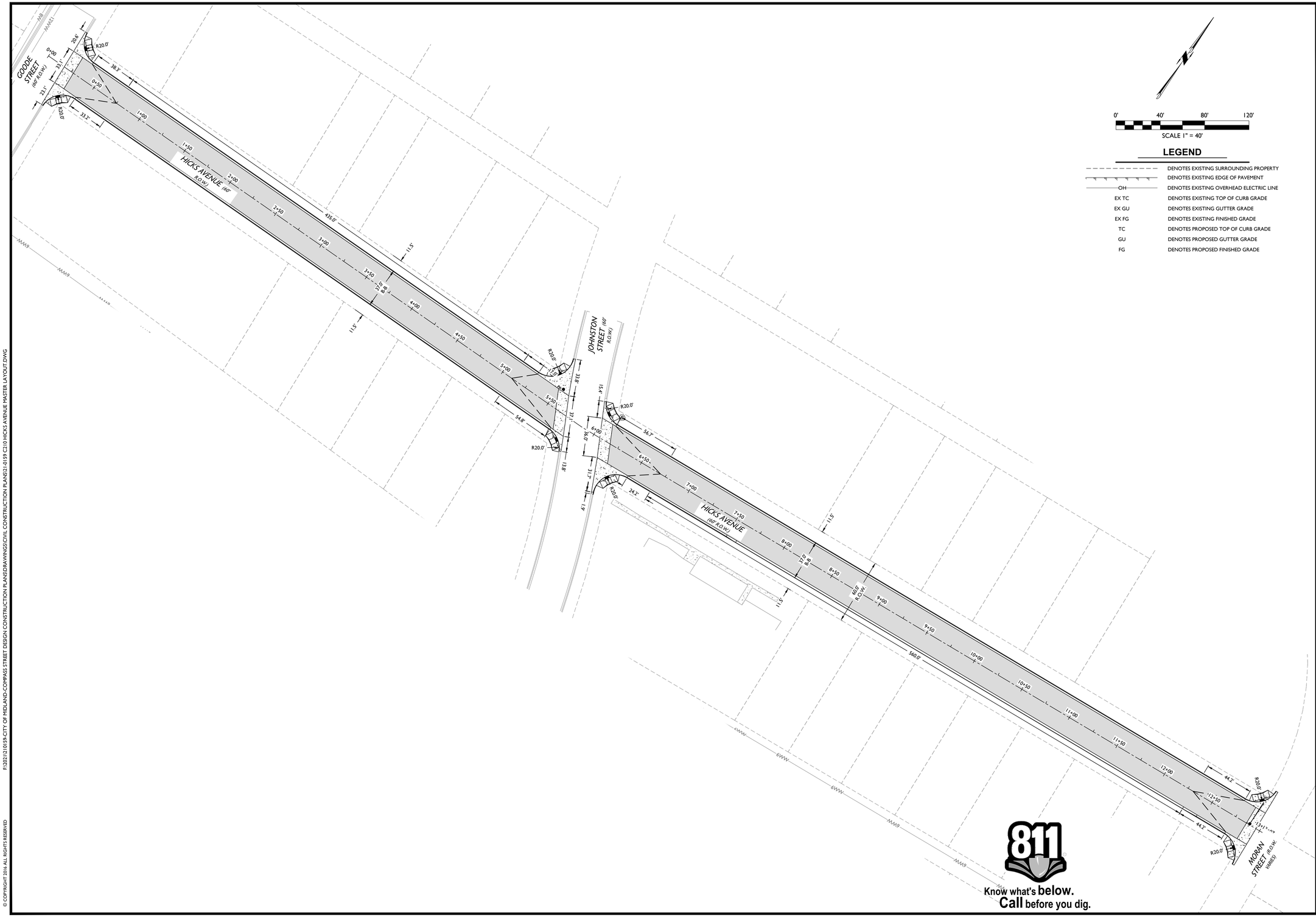
F:\2021\21019\21019-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C209 SPRUCE STREET PLAN AND PROFILE.DWG



0' 40' 80' 120'

SCALE 1" = 40'

LEGEND

	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
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APPROVED BY: ALM
DATE: 01/03/2022
FOR: 21-0159

HICKS AVENUE MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C210

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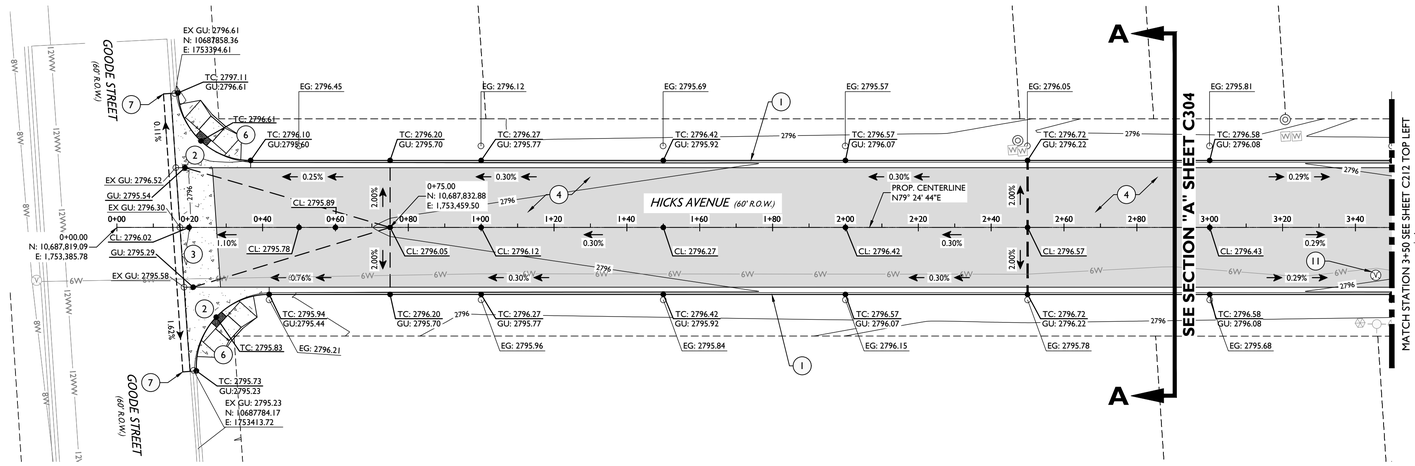

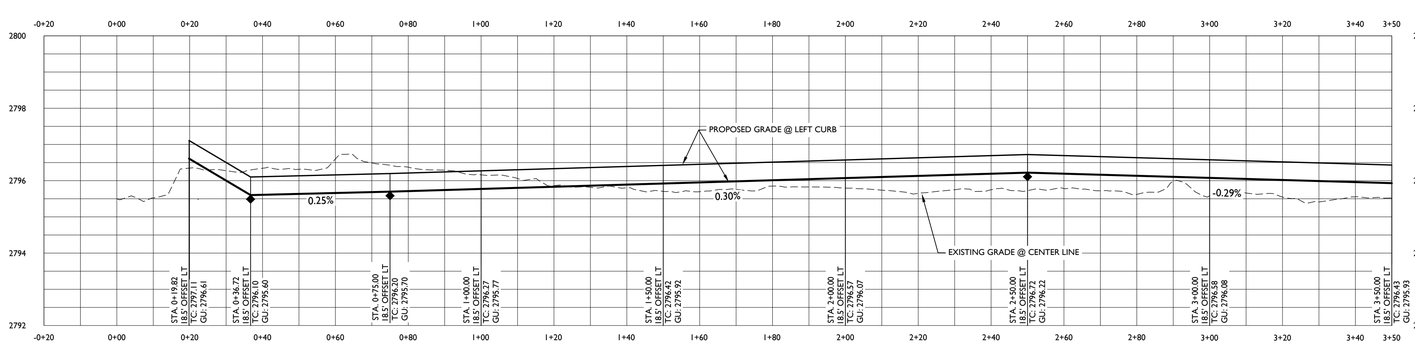

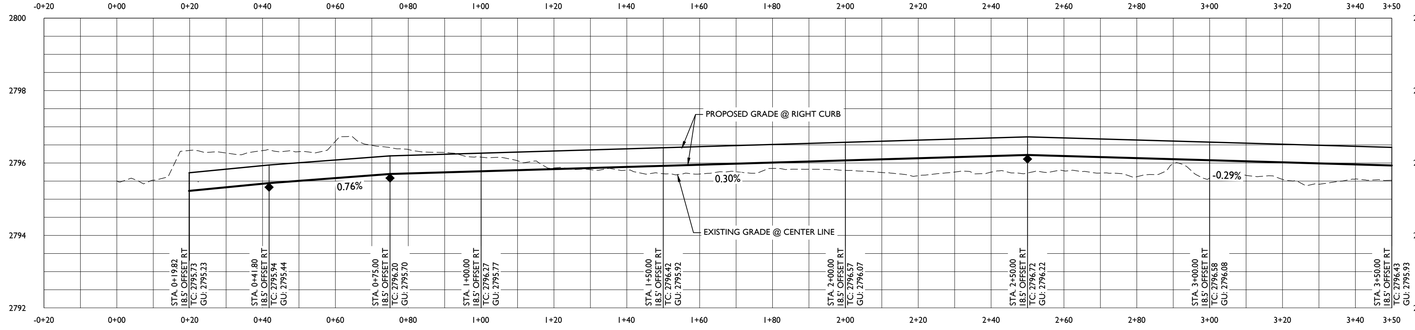

GRADING KEY NOTES:

Typ. 1. MATCH EXISTING GRADE

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.
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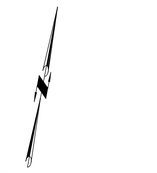

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6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

LEGEND

V	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
	DENOTES FOUND MONUMENT AS NOTED
	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING PIPELINE
	DENOTES EXISTING CHAIN LINK FENCE
X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
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SHEET C211

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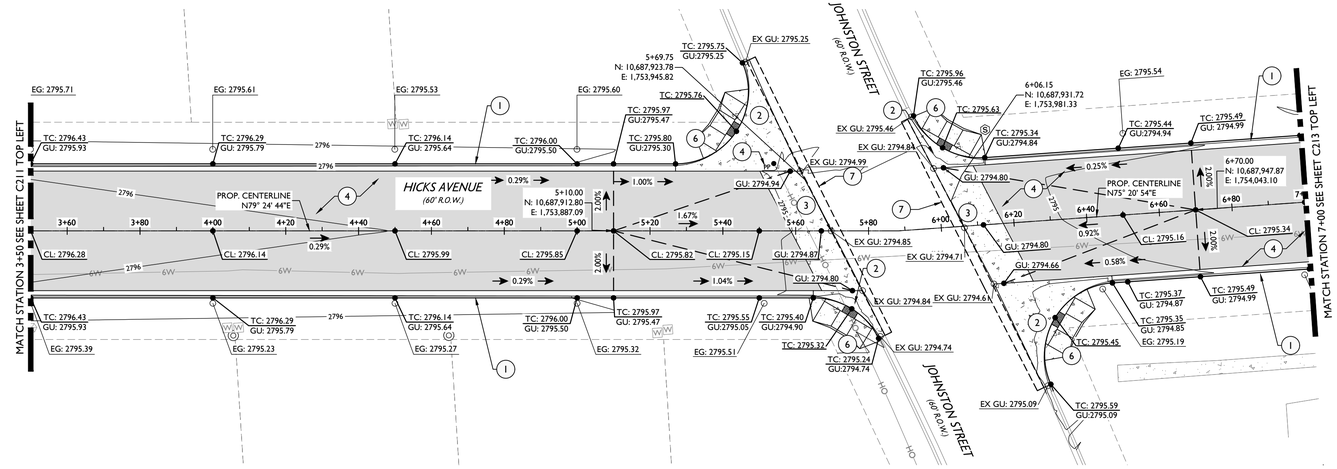

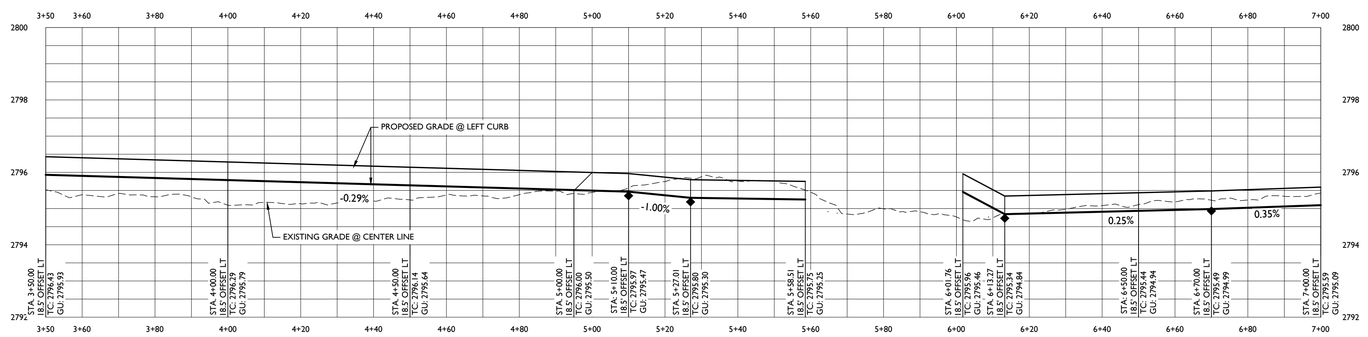

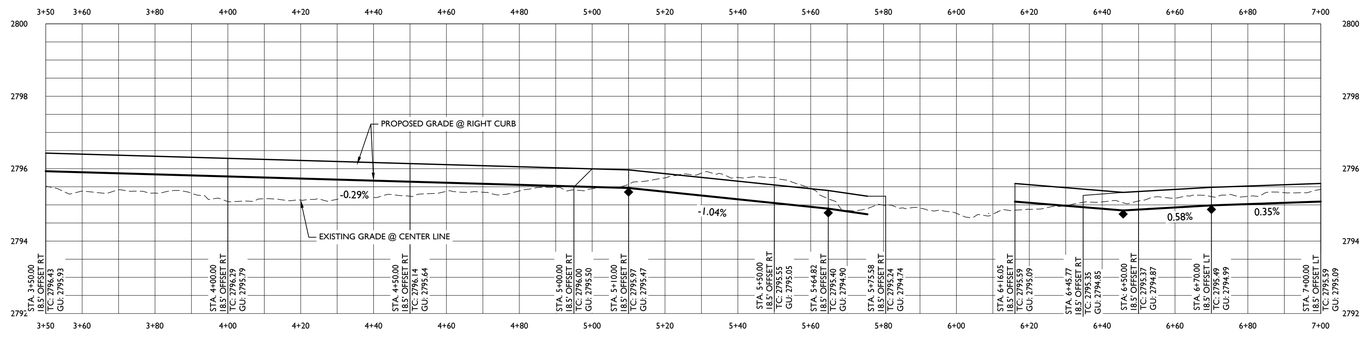

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0' 20' 40' 60'

SCALE 1" = 20'

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	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(S)	DENOTES EXISTING SEWER MANHOLE
(S)	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
(PL)	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
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SHEET **C212**

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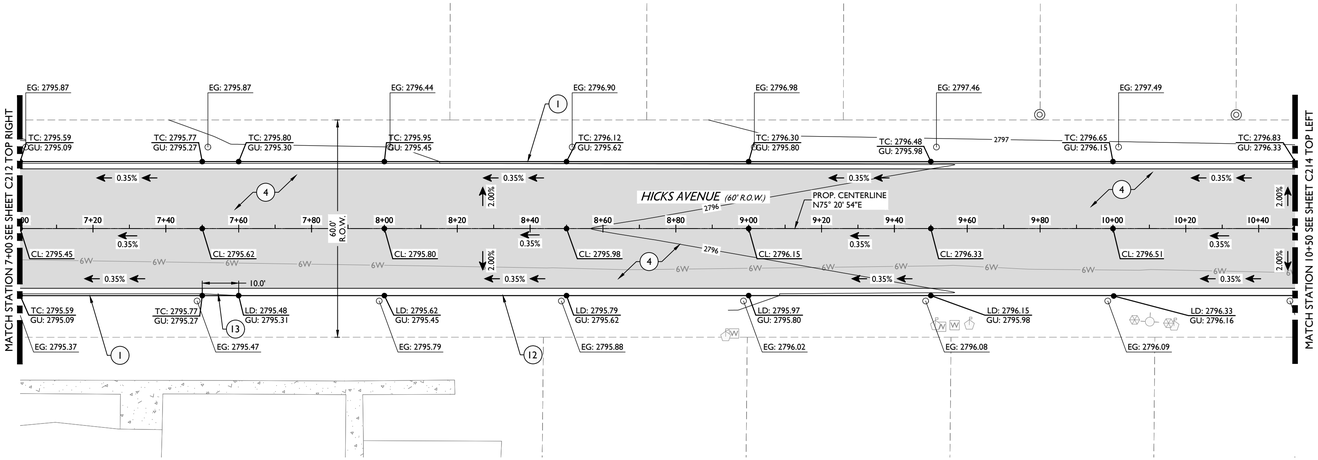

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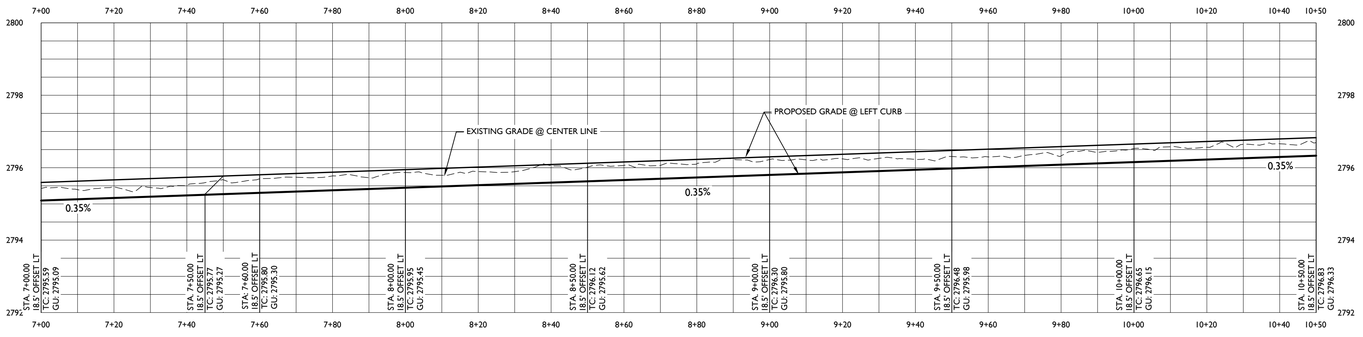

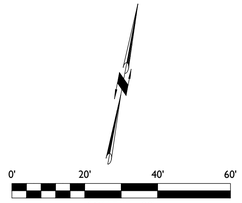

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21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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DATE: 01/03/2022
FOR: 21-0159

HICKS AVENUE PLAN AND PROFILE

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C213

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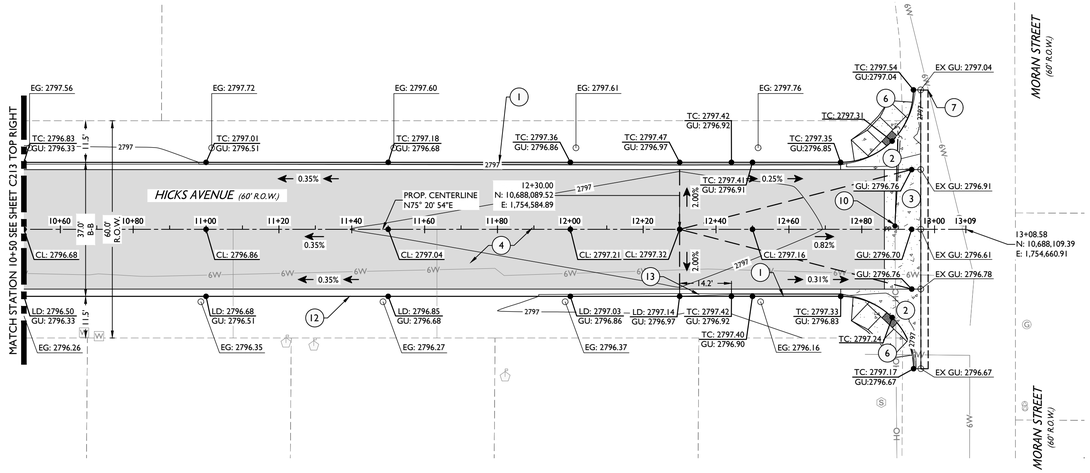

GRADING KEY NOTES:

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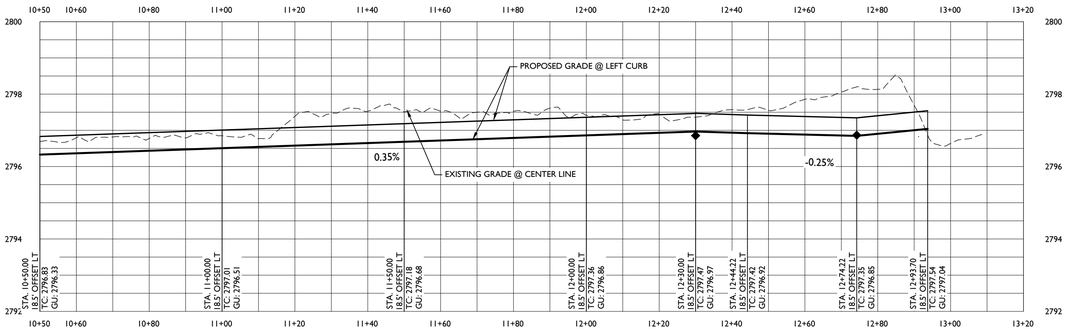

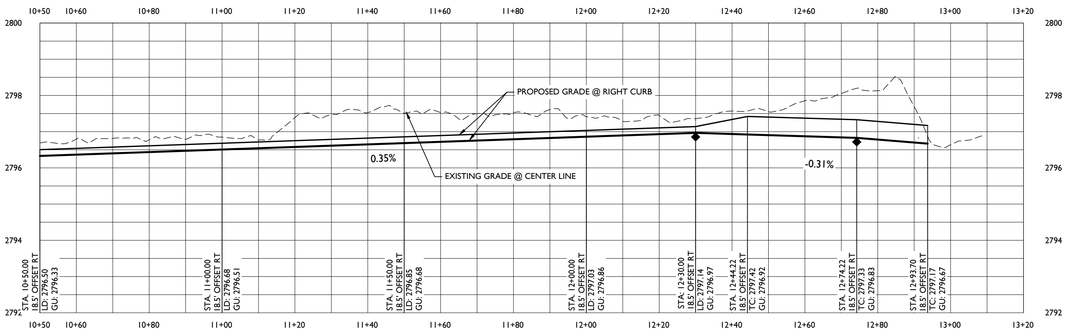

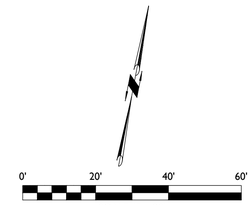

LEGEND

WV	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
MH	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
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	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING PIPELINE
	DENOTES EXISTING CHAIN LINK FENCE
X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

GENERAL NOTES

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HICKS AVENUE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C214

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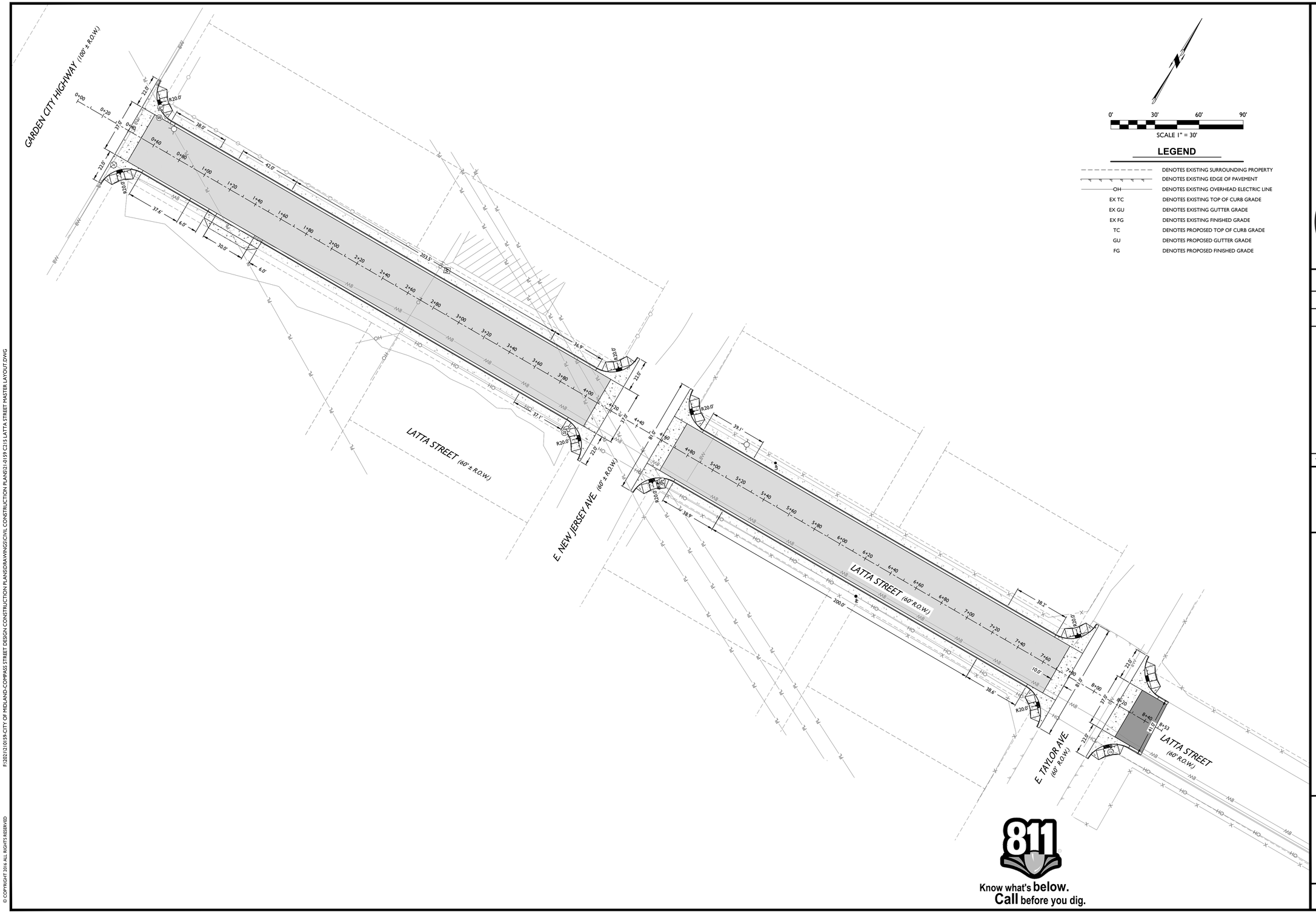

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JOB: 21-0159

LATTA STREET MASTER LAYOUT

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C215

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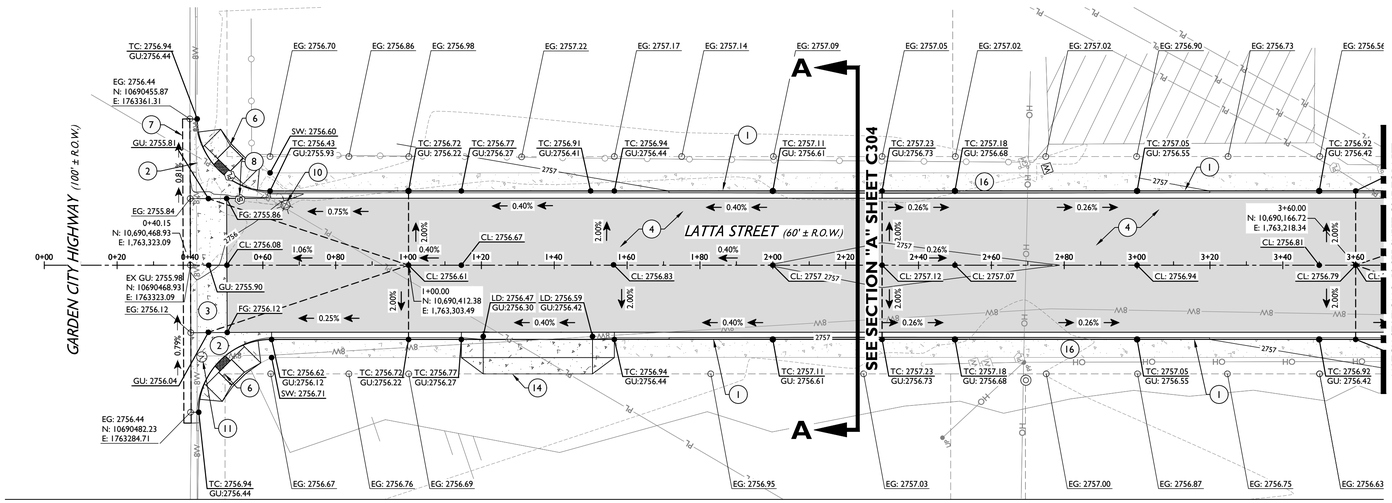

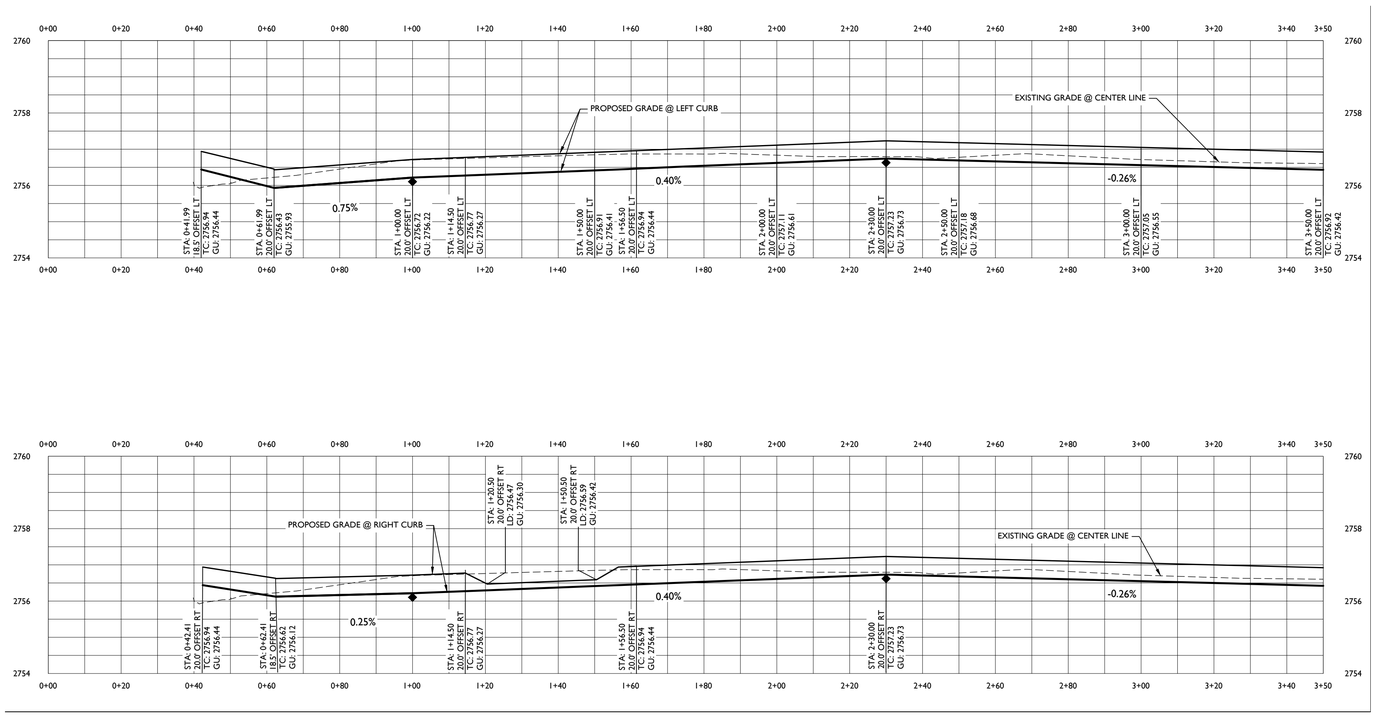

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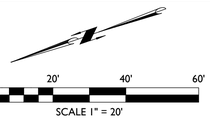

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LATTA STREET PLAN AND PROFILE

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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LICENSED
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10/05/2022

SHEET C216

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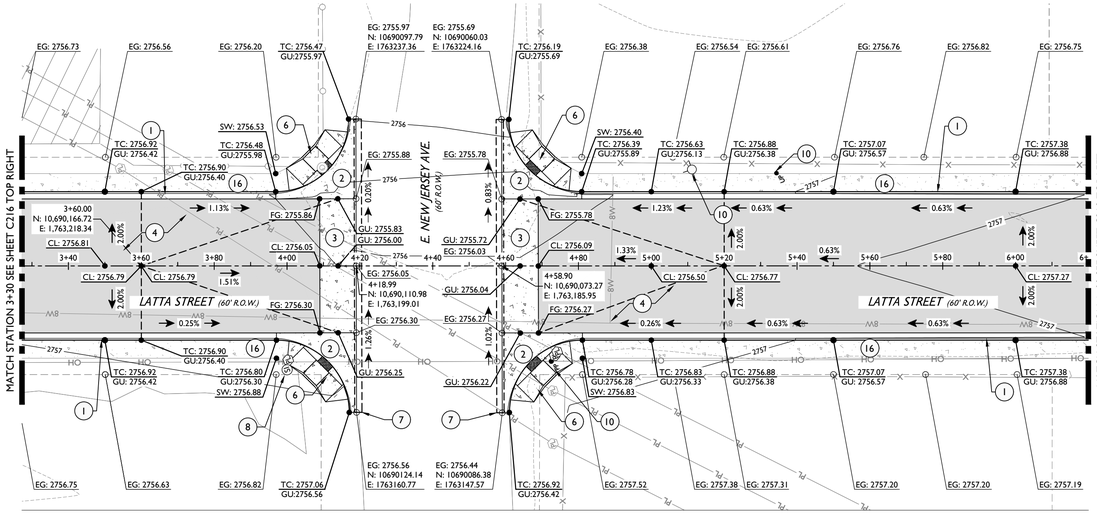

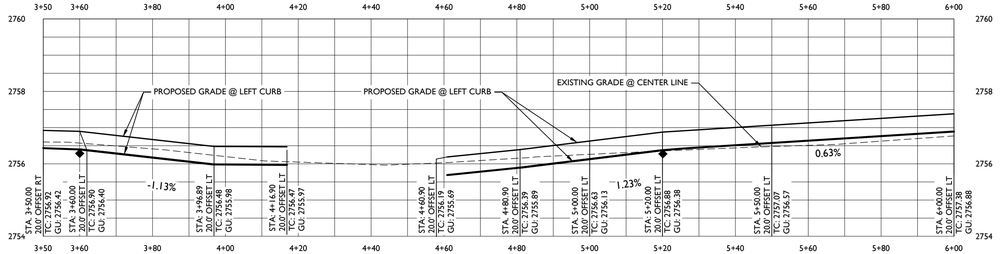

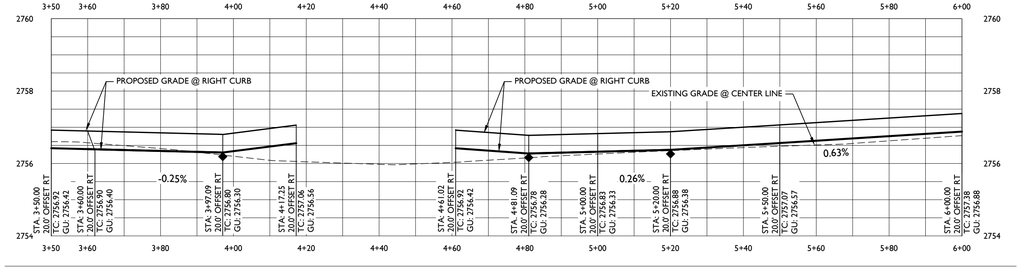

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GRADING KEY NOTES:

Typ. (1) MATCH EXISTING GRADE

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

(V)	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(S)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING STOP SIGN
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FG	DENOTES PROPOSED FINISHED GRADE

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LATTA STREET PLAN AND PROFILE

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C217

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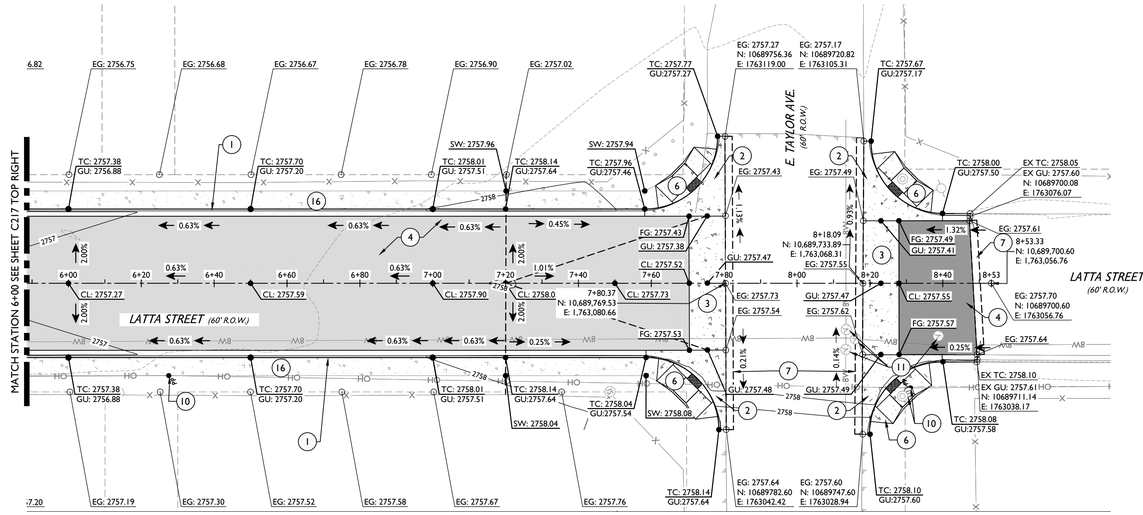

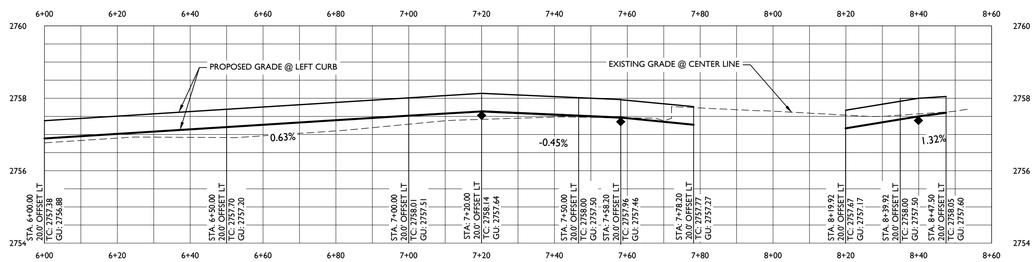

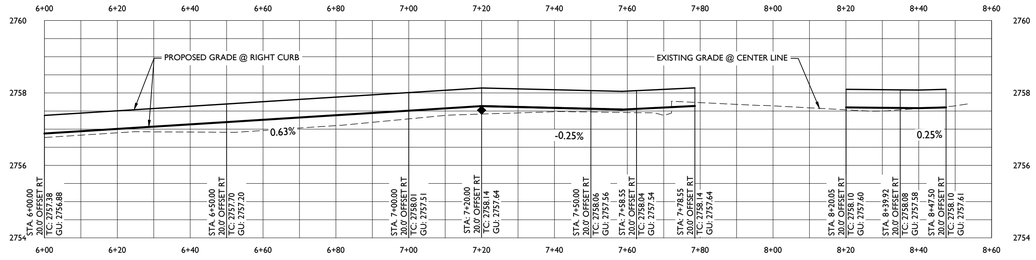

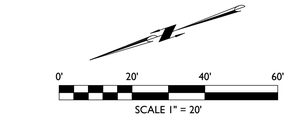

LEGEND

V	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
	DENOTES FOUND MONUMENT AS NOTED
	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING PIPELINE
	DENOTES EXISTING CHAIN LINK FENCE
X	DENOTES EXISTING FENCE
4W	DENOTES EXISTING 4" WATER LINE
6W	DENOTES EXISTING 6" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
10WW	DENOTES EXISTING 10" WASTEWATER LINE
G	DENOTES EXISTING GAS LINE
CB	DENOTES EXISTING UNDERGROUND CABLE
	DENOTES EXISTING SIDEWALK
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

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GRADING KEY NOTES:

Typ. (1.) MATCH EXISTING GRADE

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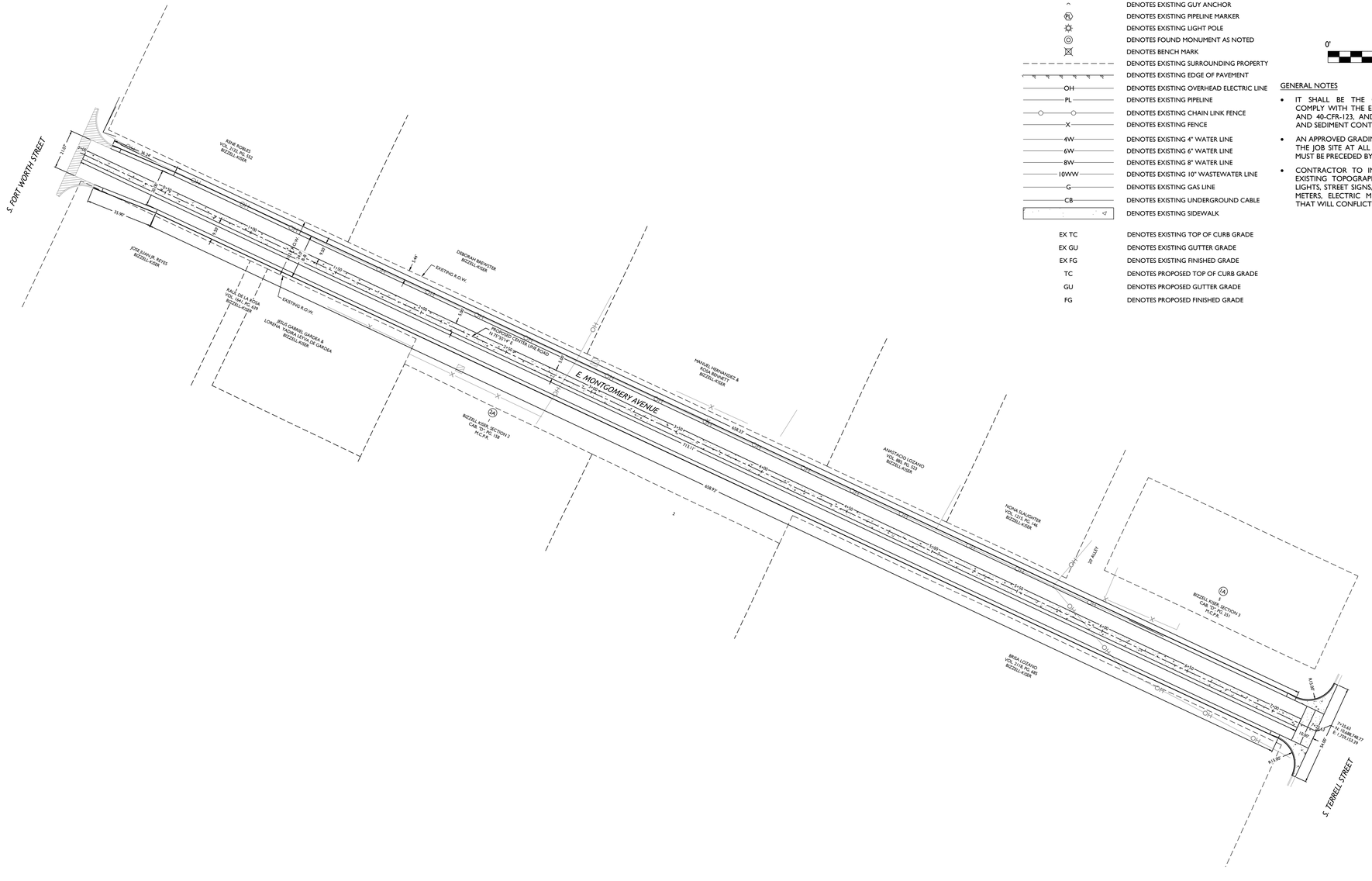
S. FORT WORTH STREET
E. MONTGOMERY AVENUE
S. TERRELL STREET
PROPOSED CENTER LINE ROAD
EXISTING R.O.W.
EXISTING R.O.W.
KEVIN ROBLES
VOL. 2115, PG. 523
BIZZELL-KISER
JOSE JUAN (JR.) REYES
BIZZELL-KISER
RAUL DE LA ROSA
VOL. 1641, PG. 829
BIZZELL-KISER
JESUS GABRIEL CAROSA A
LORENA YADIRA LEYVA DE CAROSA
BIZZELL-KISER
DEBORAH BREWSTER
BIZZELL-KISER
MANUEL HERNANDEZ &
ROSA RODRIGUEZ
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AMATYACID LOZANO
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NIDIA SLAUGHTER
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BRISA LOZANO
VOL. 2118, PG. 485
BIZZELL-KISER
BIZZELL-KISER SECTION 3
CAB. A, PG. 158
M.C.R.P.R.
BIZZELL-KISER SECTION 3
CAB. A, PG. 231
M.C.R.P.R.
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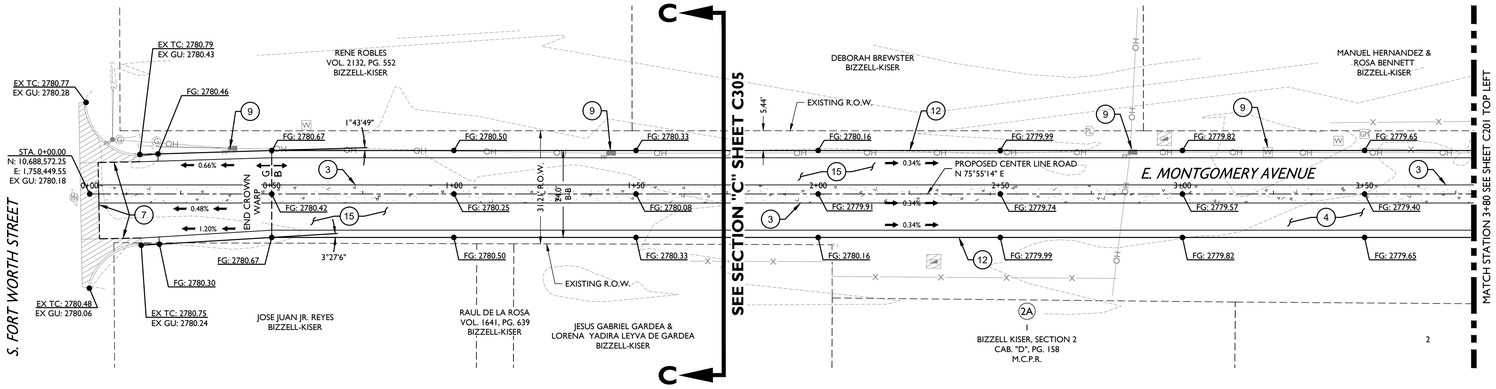
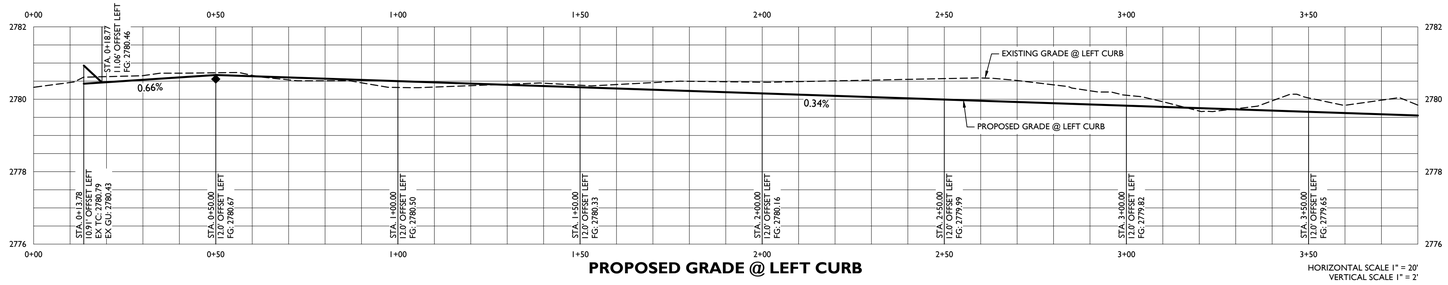
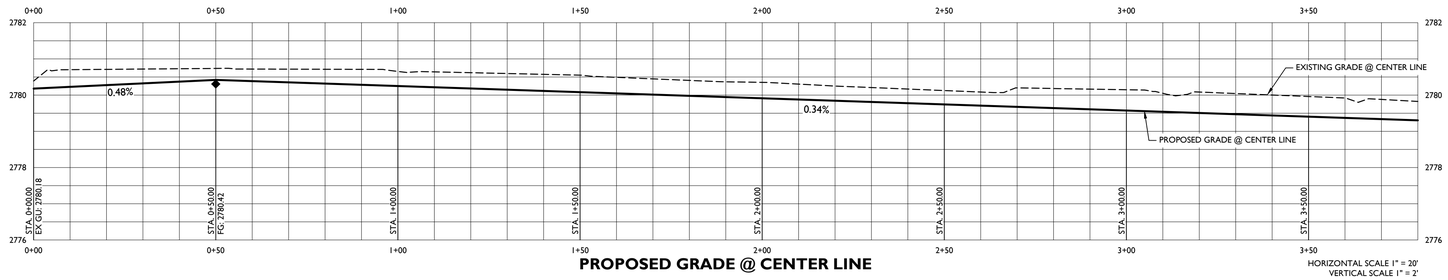




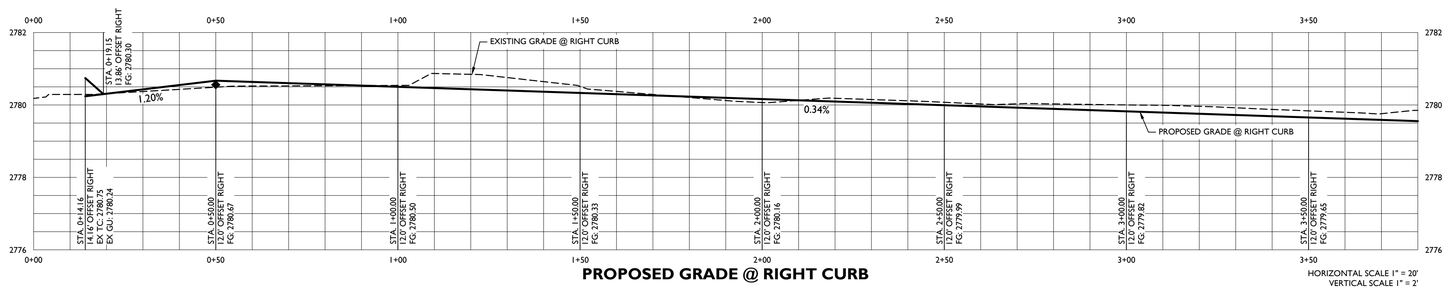
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ CENTER LINE

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ RIGHT CURB

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LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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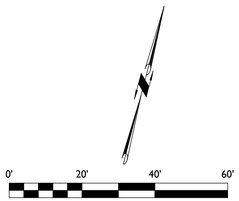

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

MONTGOMERY AVE PLAN AND PROFILE

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STATE OF TEXAS
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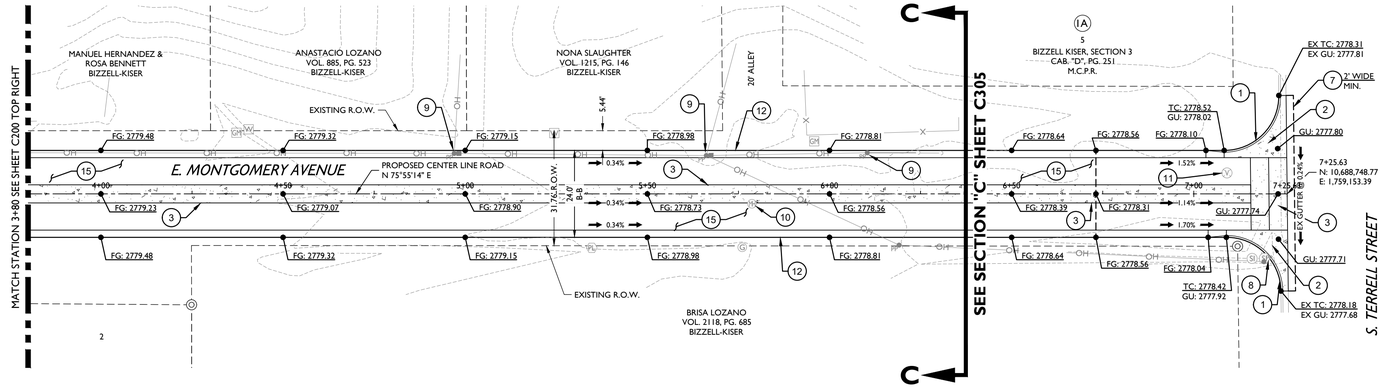

LEGEND

V	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
MH	DENOTES EXISTING SEWER MANHOLE
S	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
PL	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING LIGHT POLE
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	DENOTES BENCH MARK
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
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X	DENOTES EXISTING FENCE
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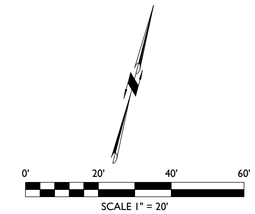

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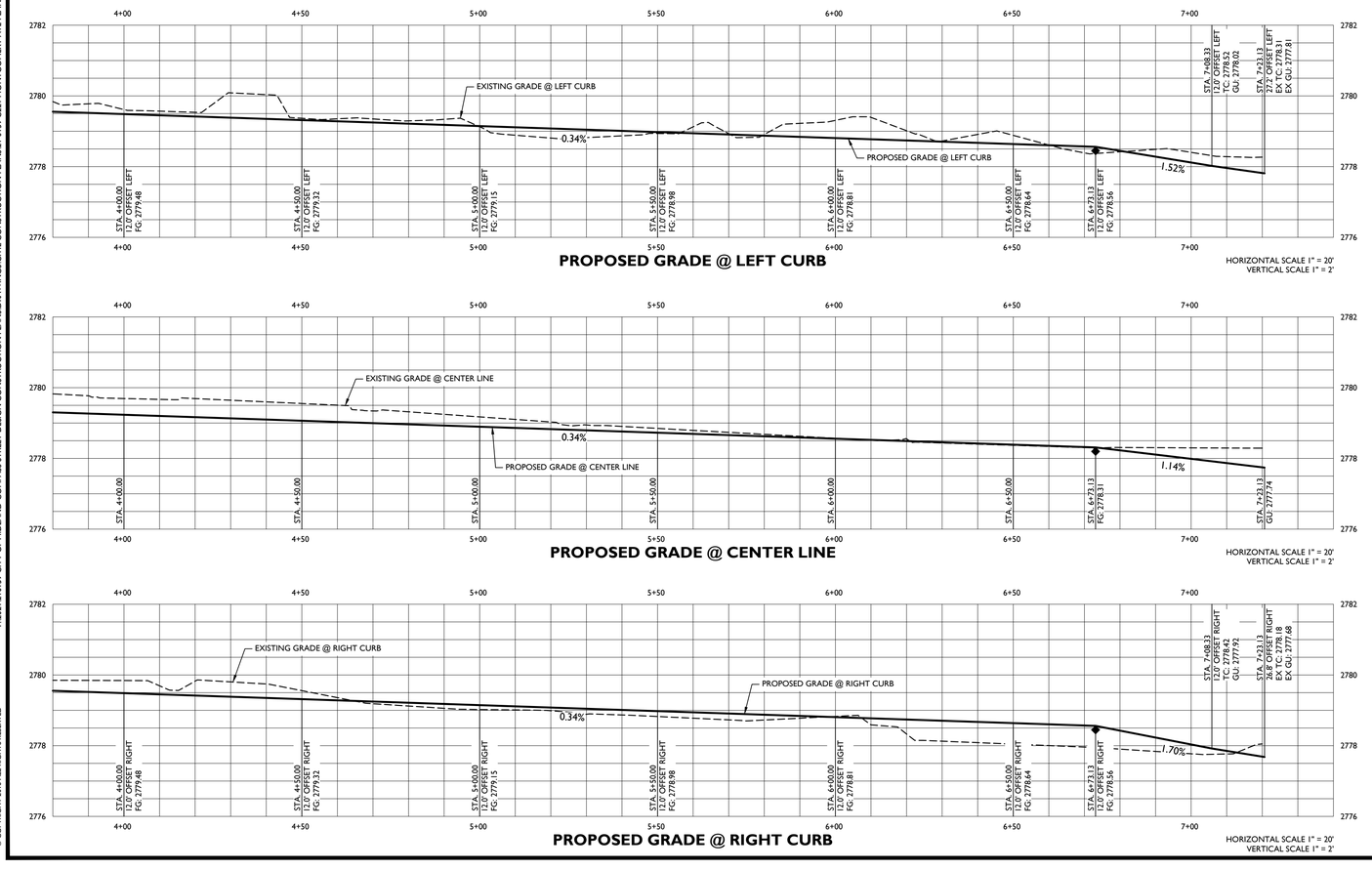

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20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.
21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
FOR: 21-0159

MONTGOMERY AVE PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C221

E. MONTGOMERY AVENUE

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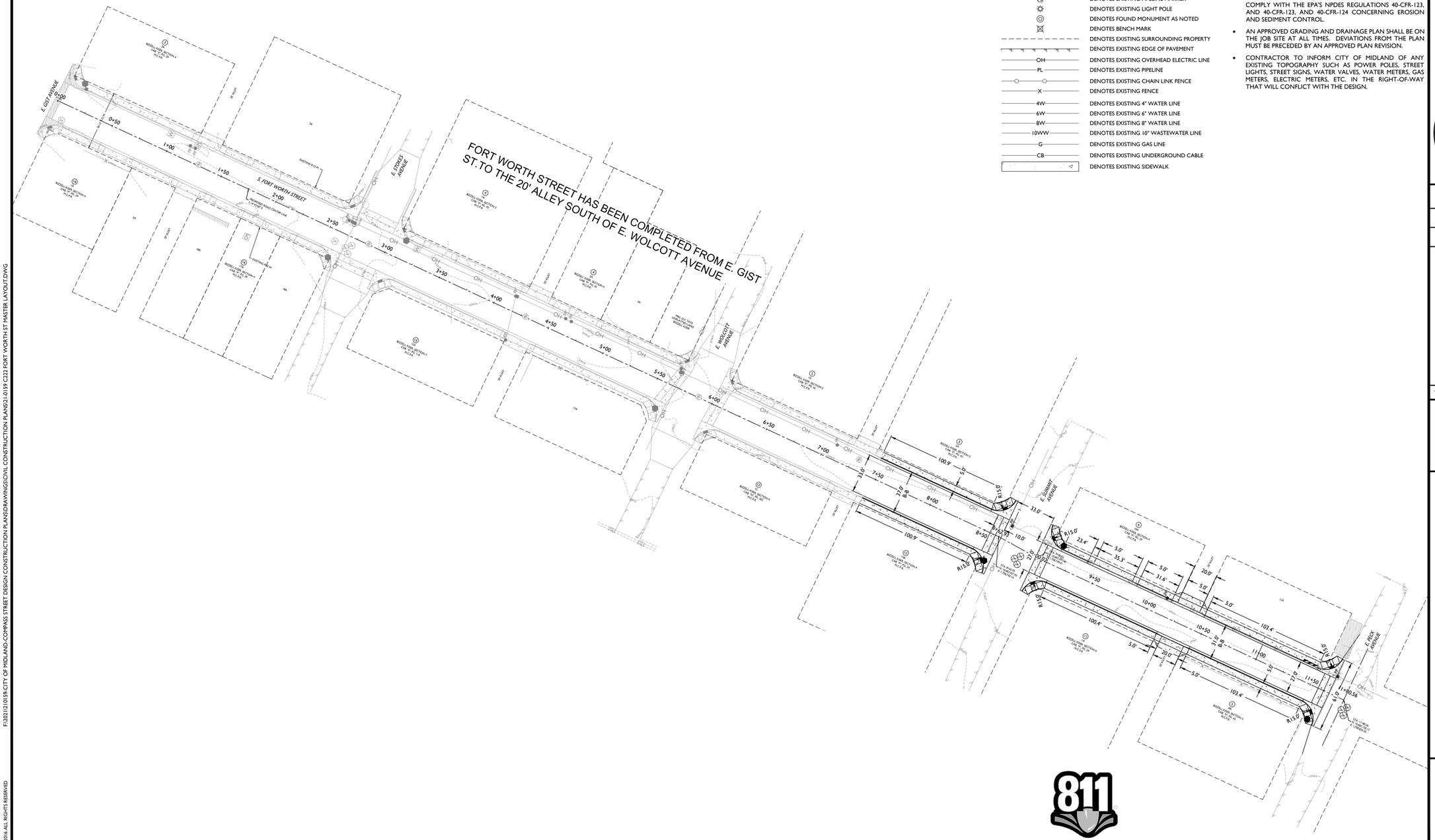
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C221 MONTGOMERY AVE PLAN AND PROFILE.DWG



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- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
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- DENOTES EXISTING LIGHT POLE
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- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
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- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

0' 40' 80' 120'

SCALE 1" = 40'

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1			

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JOb 21-0159

FORT WORTH ST PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C222**

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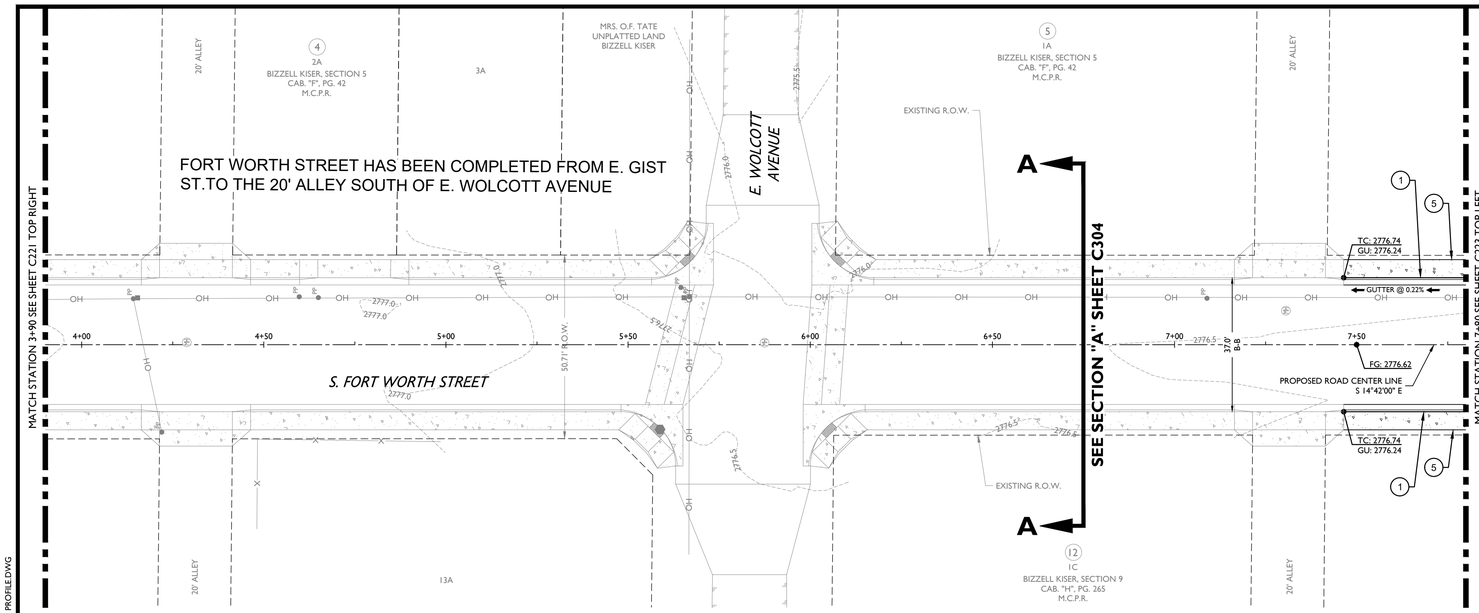
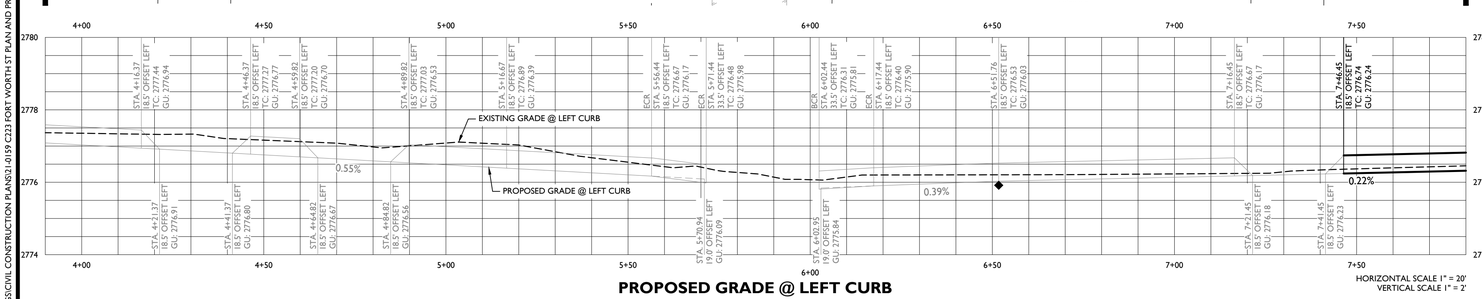
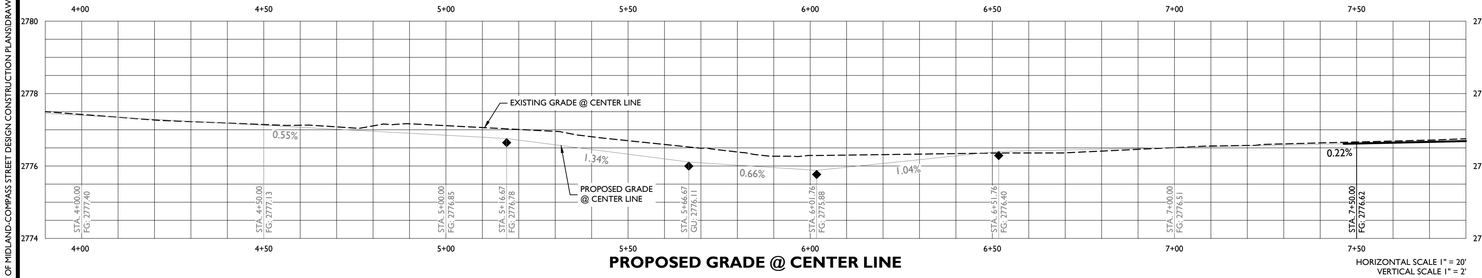




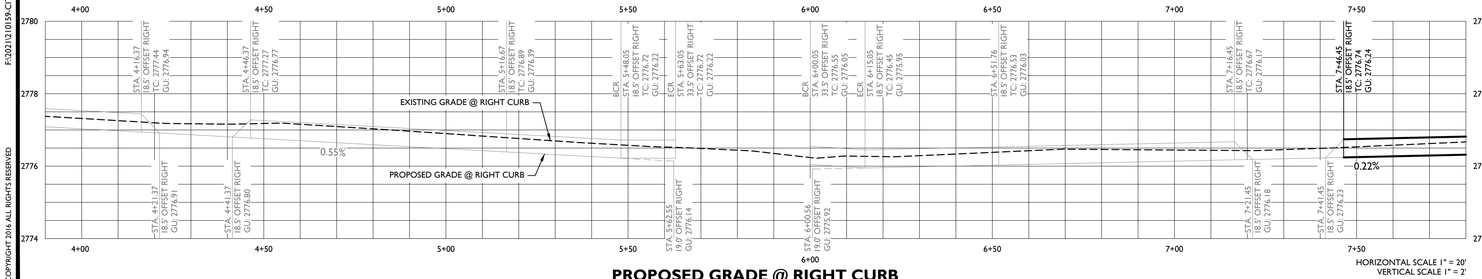
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ CENTER LINE

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



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HORIZONTAL SCALE 1" = 20'
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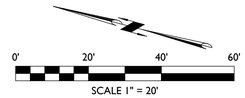

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BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:
½" IRON ROD
N: XXXX
E: XXXX
ELEVATION: XXXX.XX

SURVEY PERFORMED BY MARK R. WATSON, RPLS. CONTACT THE CITY OF MIDLAND FOR ANY QUESTIONS RELATED TO ADDITIONAL BENCHMARKS OR CONTROL STAKING 877-347-6883

SURVEY NOTE:

OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF MAVERICK ENGINEERING, BEFORE CONSTRUCTION STARTS. MAVERICK ENGINEERING WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL & VERTICAL CONDITIONS, MAVERICK ENGINEERING WILL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS AND/OR MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY MAVERICK ENGINEERING.

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JOB: 21-0159

FORT WORTH ST PLAN AND PROFILE

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C223

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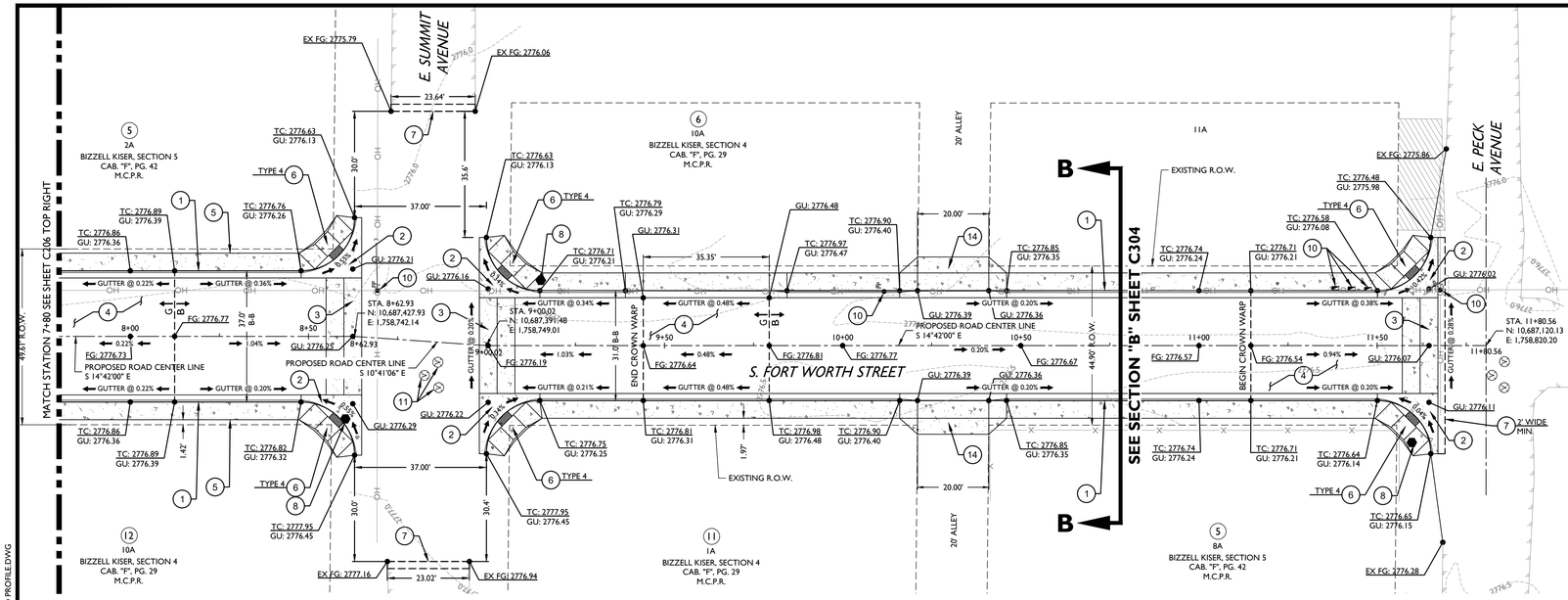

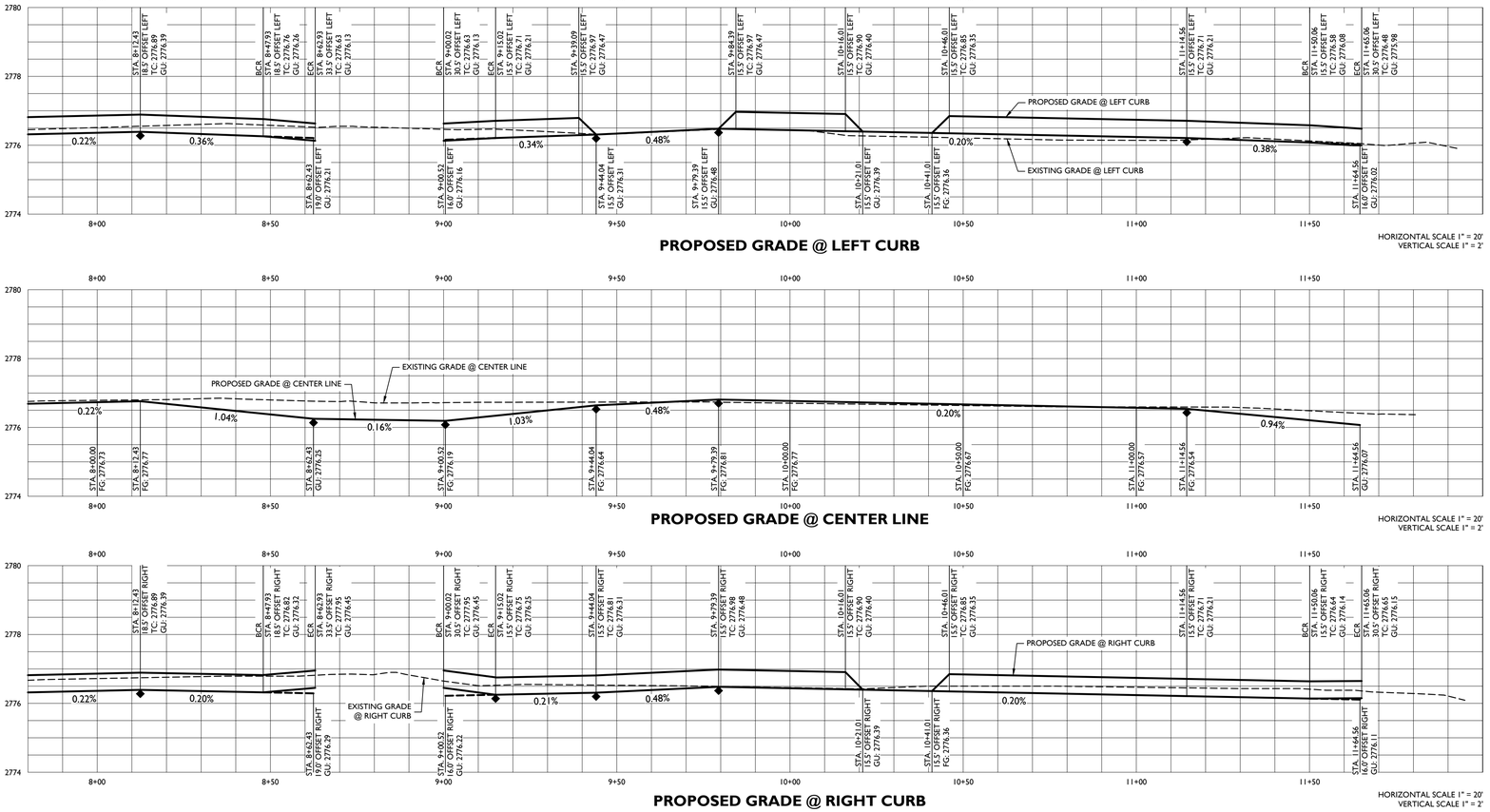

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Typ.

1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
2. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
3. CONSTRUCT 10' STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 20.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. SEE SHEET C300. SEE DETAIL 01, SHEET, C303 FOR ±33' B-B ROADS. SEE DETAIL 02, SHEET, C303 FOR ±37' B-B ROADS
5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
6. CONSTRUCT DIAGONAL COMBINATION CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
9. CONSTRUCT STANDARD (SAW-TOOTH) TYPE "I" CURB PER DETAIL 215 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. CONSTRUCT CONCRETE DRAINAGE FLUME PER DETAIL 403(A) AND 403(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS. SEE SHEET C302.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER GUY ANCHOR, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.

    CITY OF MIDLAND NEEDS TO COORDINATE RELOCATION OF EXISTING MAIL BOXES AND TELEPHONE PEDESTALS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE FIRE HYDRANTS.
11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
12. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, SHEET C301.
13. TRANSITION CURB HEIGHT FROM 2" TO 6" OVER THIS LENGTH, PER GRADING PLAN. SEE CITY OF MIDLAND'S CONSTRUCTION DETAIL 208, SHEET C301.
14. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
15. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
16. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.
17. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
18. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C302.
19. CONSTRUCT EMERGENCY SPILLWAY ACCORDING TO DETAIL 01, SHEET C302.
20. INSTALL MEDIUM DUTY CONCRETE PAVEMENT PER CITY OF MIDLAND DETAIL 202, SHEET 302.
21. INSTALL CONCRETE TRANSITION SLAB PER TxDOT DETAIL TRANS-20, SHEET 303.

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.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

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1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

FORT WORTH ST PLAN AND PROFILE
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C224

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F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN-CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C224 FORT WORTH ST PLAN AND PROFILE.DWG

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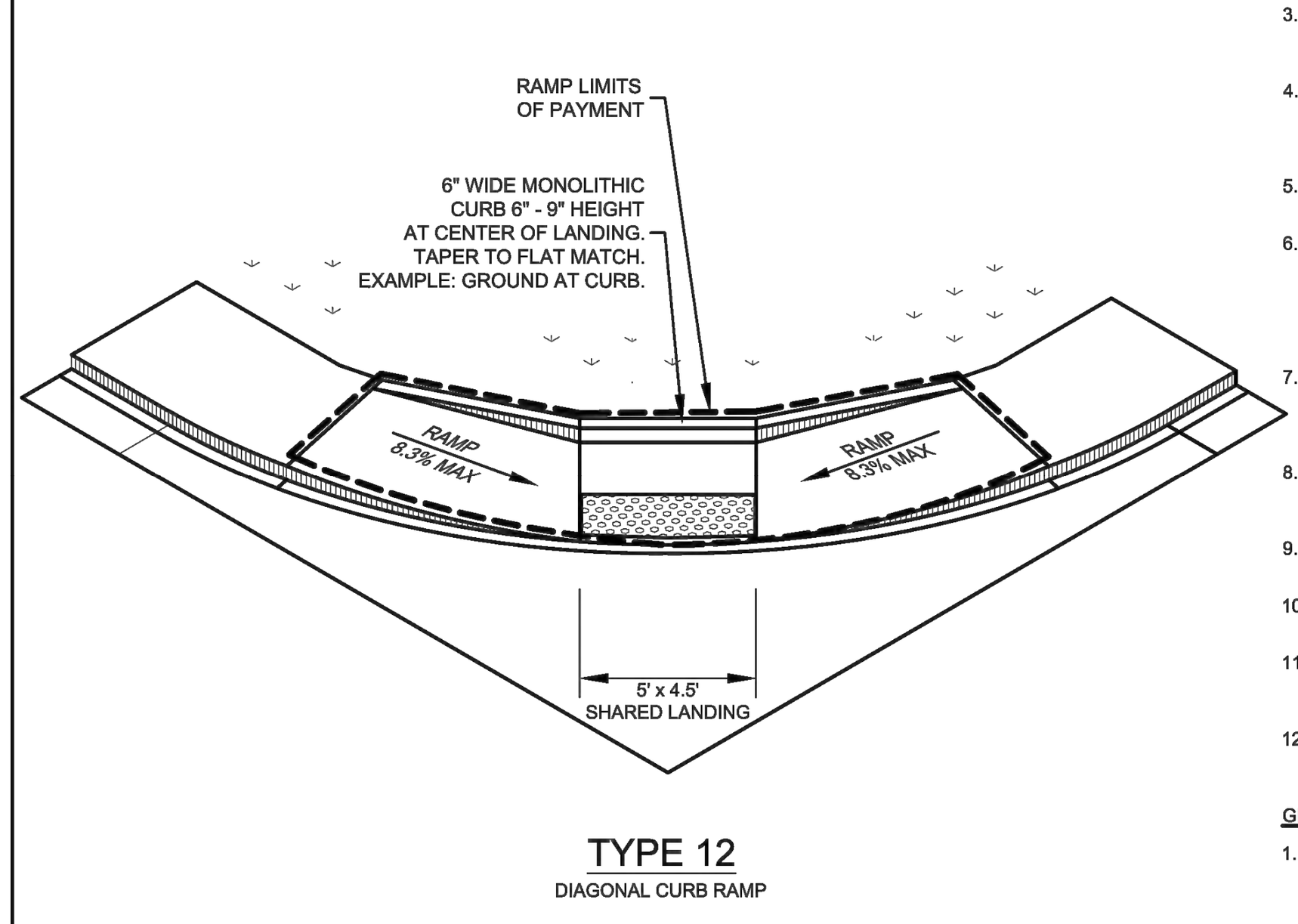
F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C300 PAVING DETAILS.DWG



TYPE 12
DIAGONAL CURB RAMP

CURB RAMP NOTES:

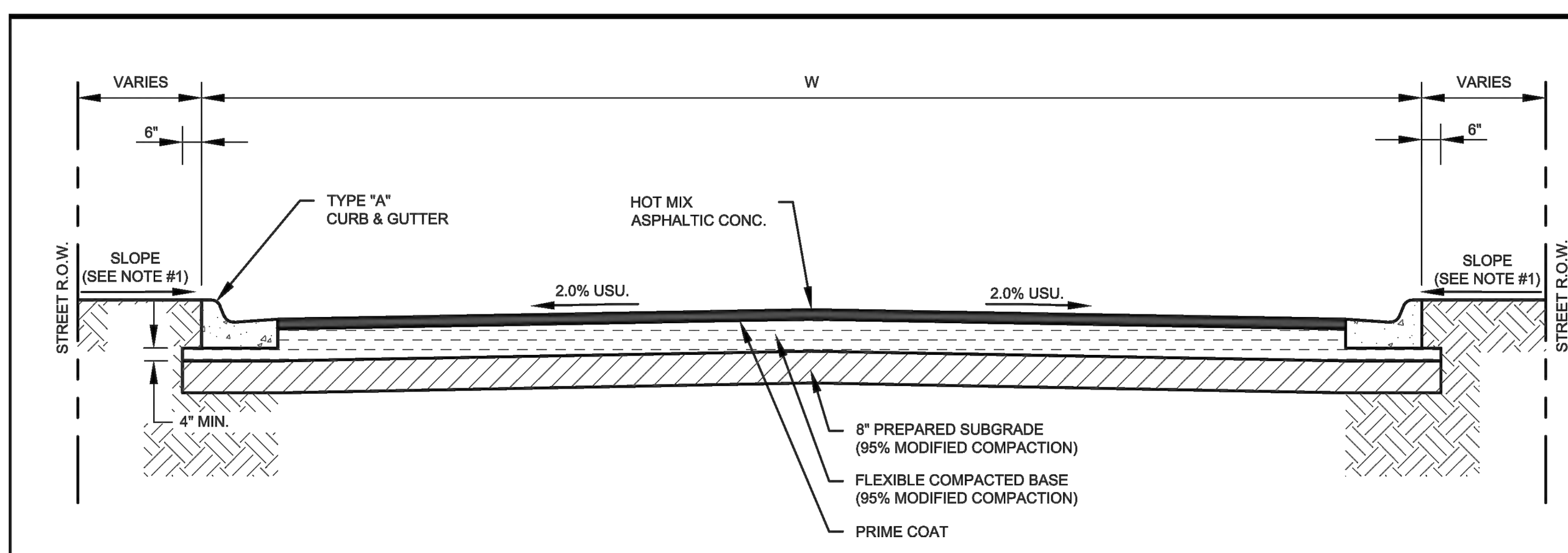
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 227

DIAGONAL CURB RAMP



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.

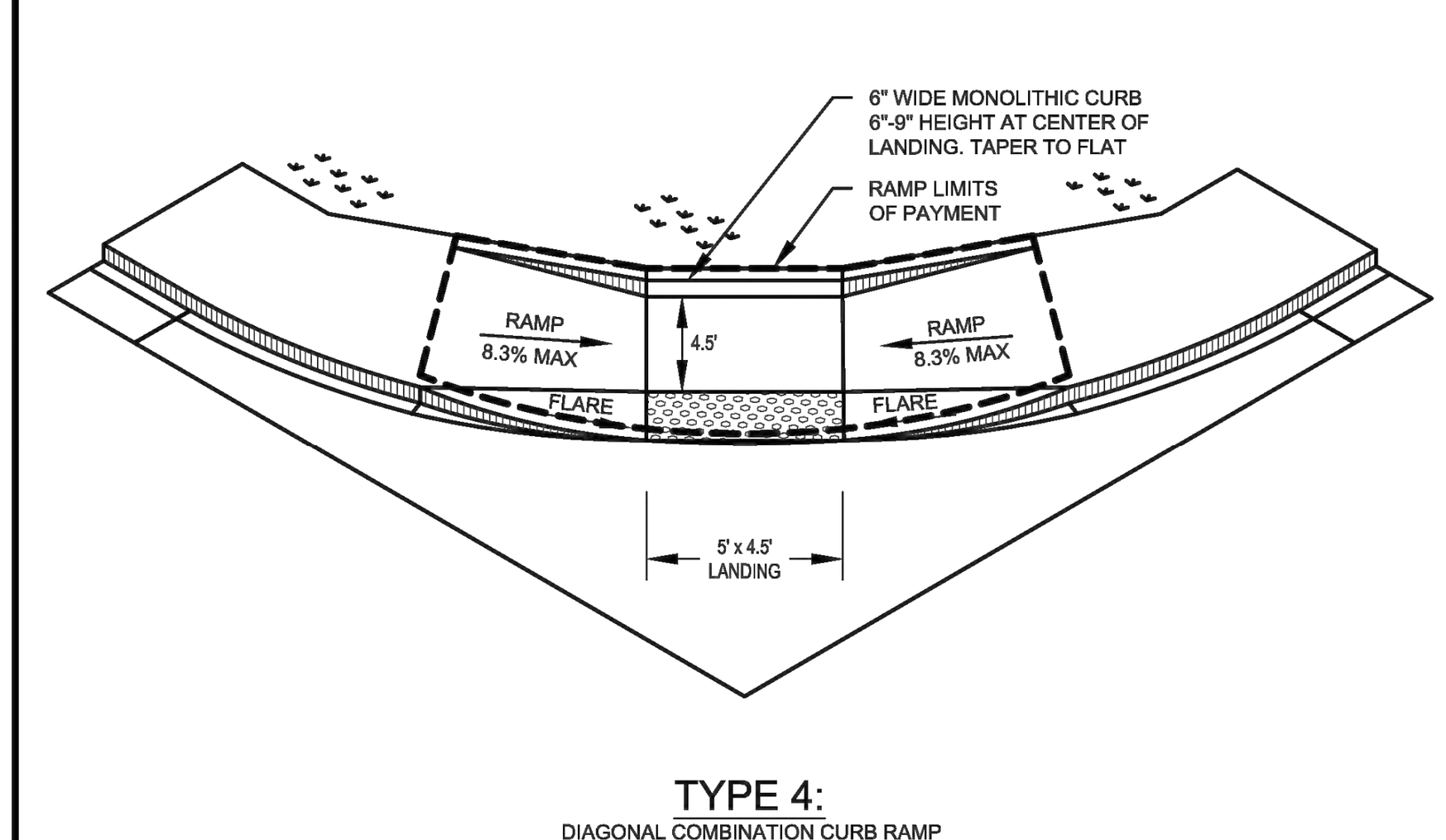
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

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: 201

STANDARD STREET CROWN CROSS SECTION



TYPE 4:
DIAGONAL COMBINATION CURB RAMP

CURB RAMP NOTES:

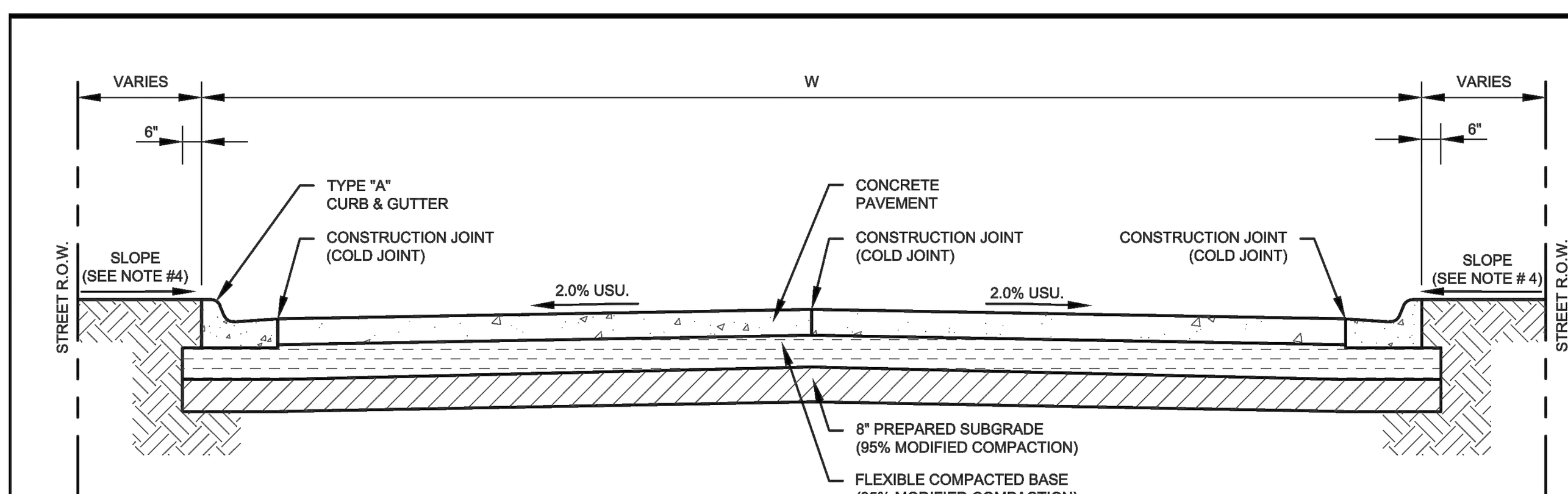
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS 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: 229

DIAGONAL COMBINATION CURB RAMP



STREET DIMENSIONS			
W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	CONCRETE TYPE
37	6	6	CLASS "C" 3600 PSI
41	7	6	
47	7	8	
77	8	12	
79	8	12	
113	8	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 202

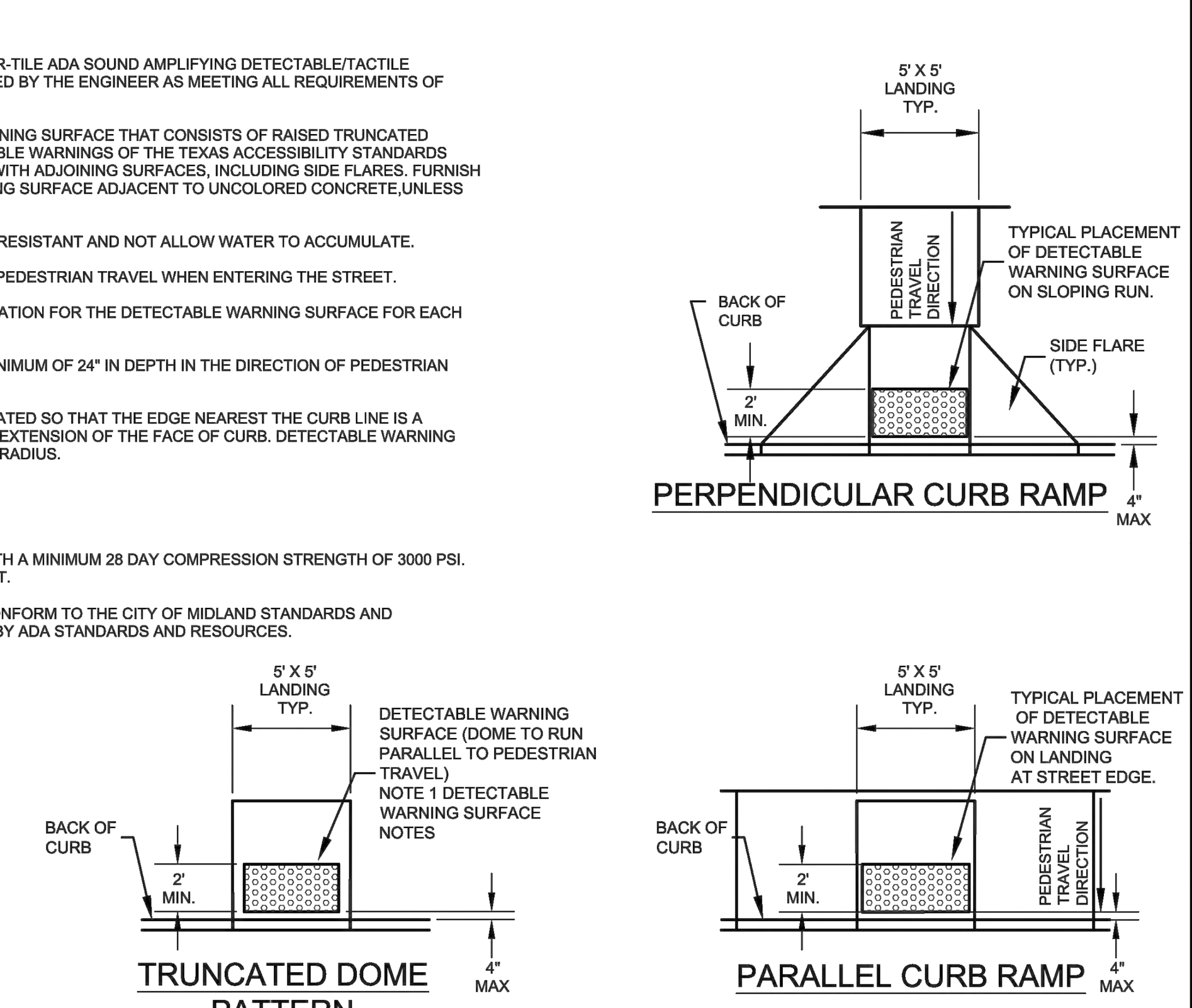
CONCRETE PAVEMENT STREET CROWN CROSS SECTION

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.



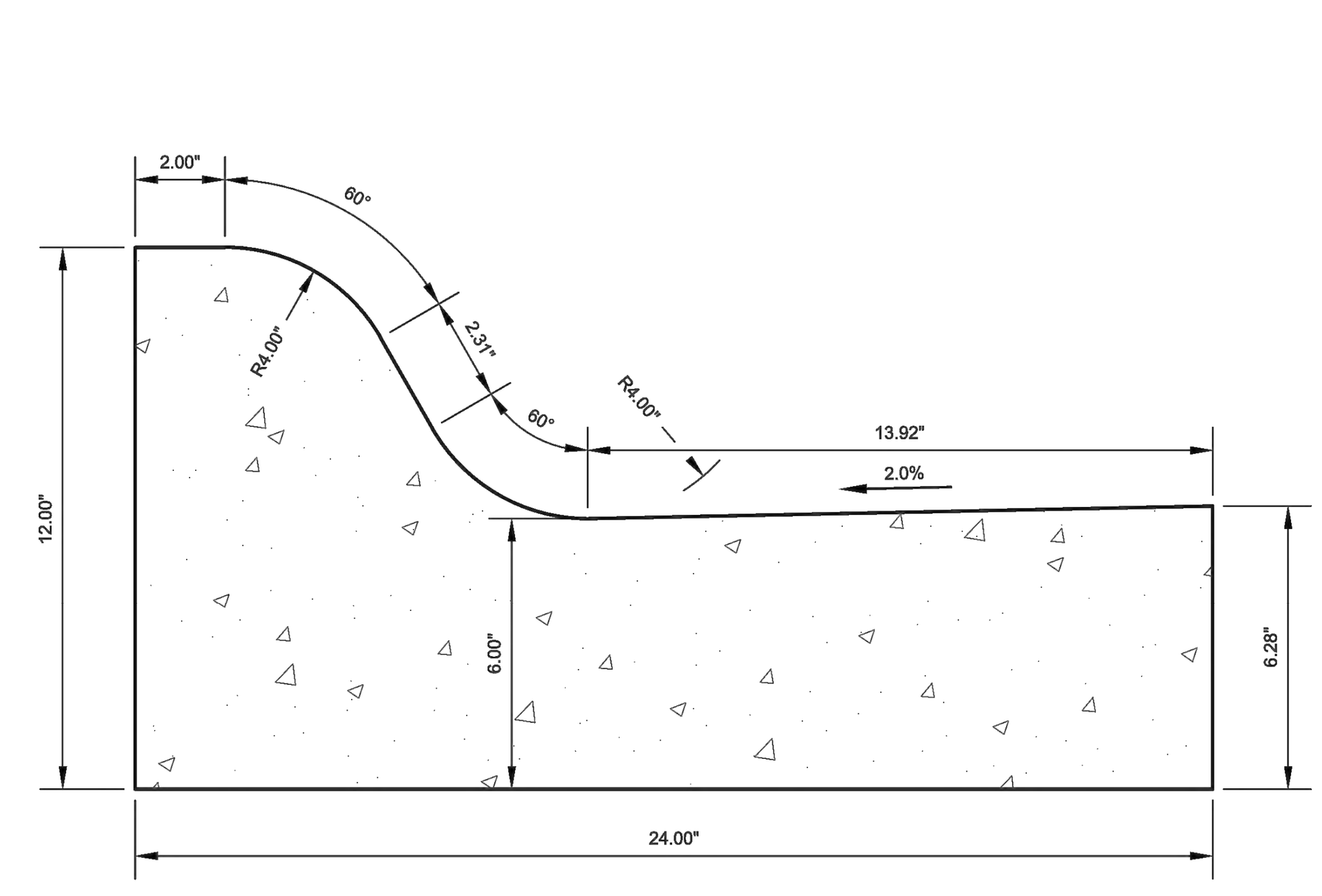
PERPENDICULAR CURB RAMP

TRUNCATED DOME PATTERN

PARALLEL CURB RAMP

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 233

DETECTABLE WARNING SURFACE



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

SHEET C300

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER — 10/05/2022

PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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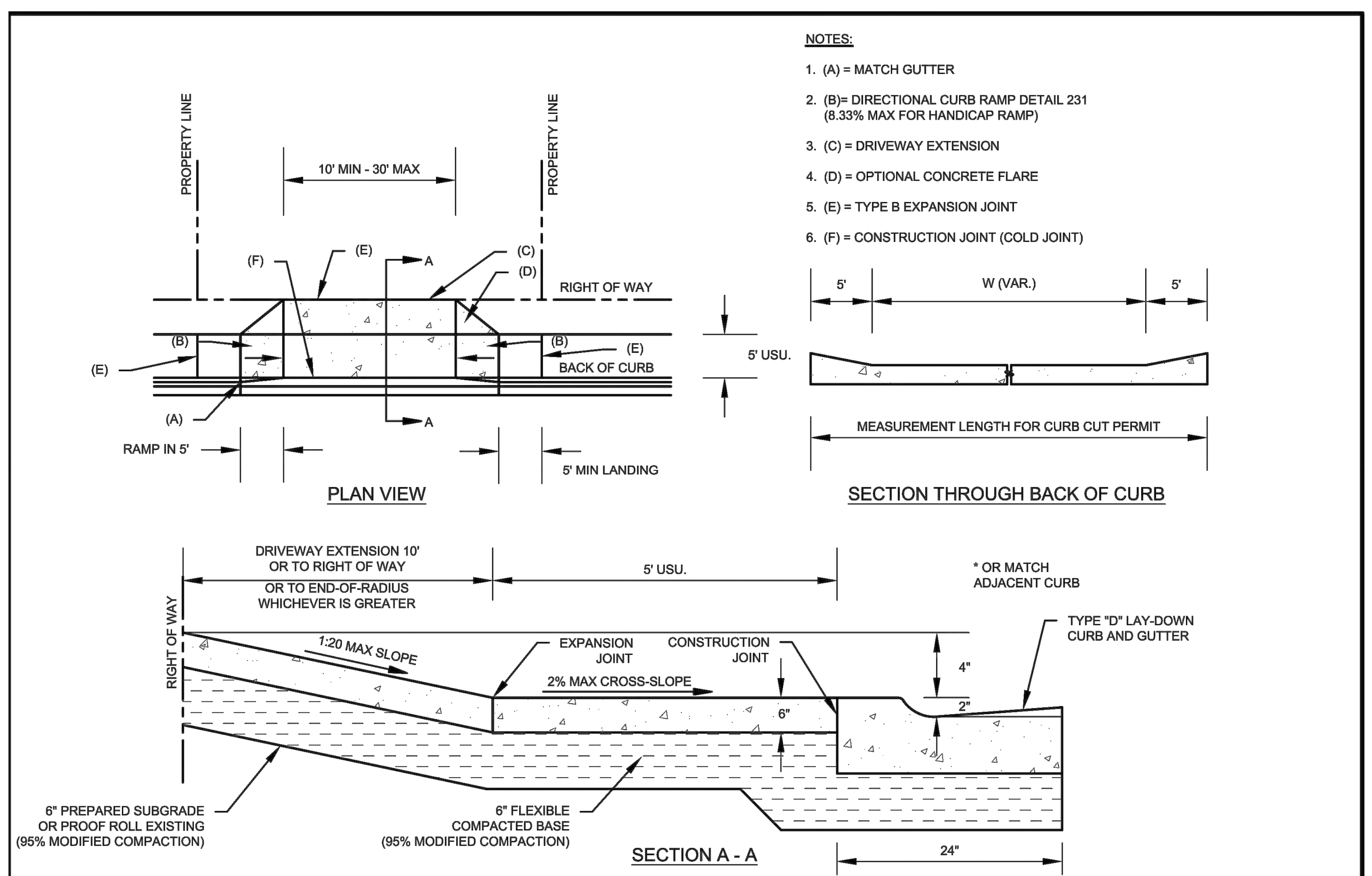
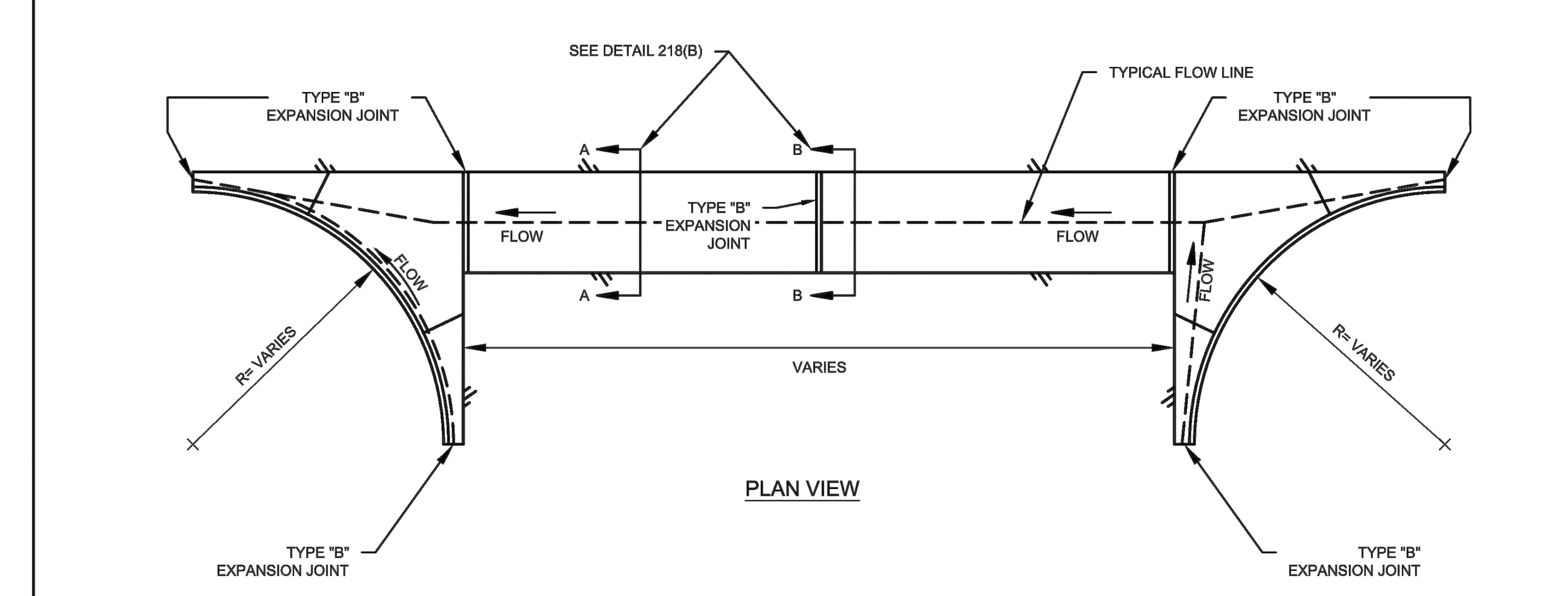
F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C301 PAVING DETAILS.DWG



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)

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 220(A)

SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH



NOTES:
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

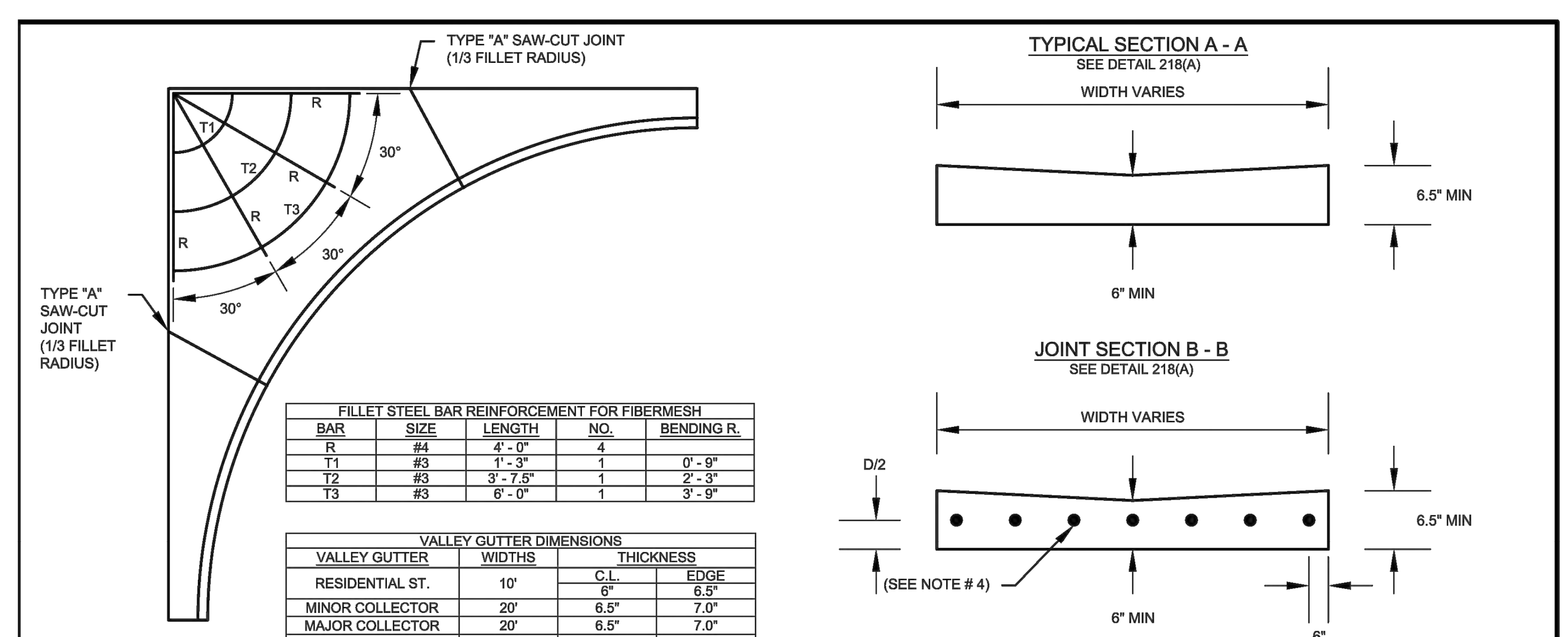
MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 218(A)

FILLET AND VALLEY GUTTER

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: 220(B)

SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH



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"

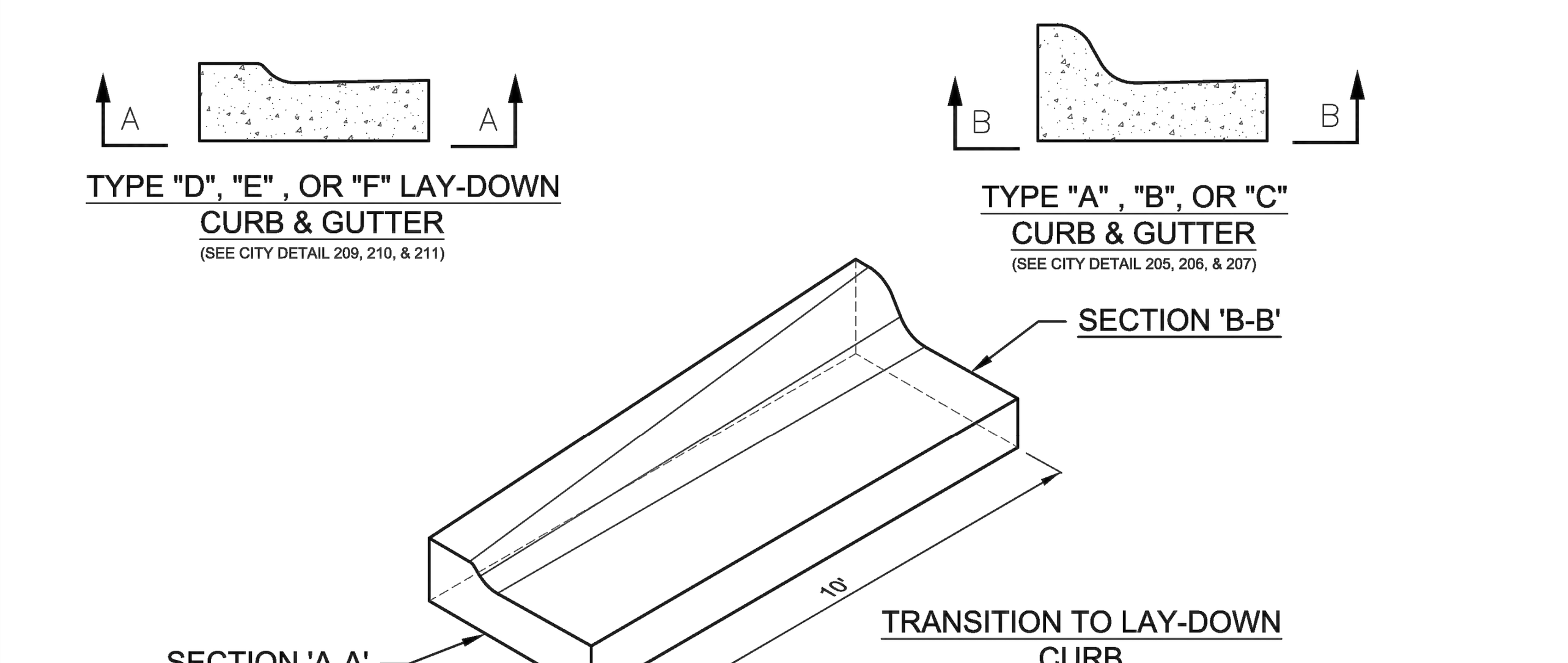
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS C.L.	THICKNESS EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°) COMPUTING R.	AREA S.F.	AREA S.Y.	CURB LENGTH 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

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 | DETAIL: 218(B)

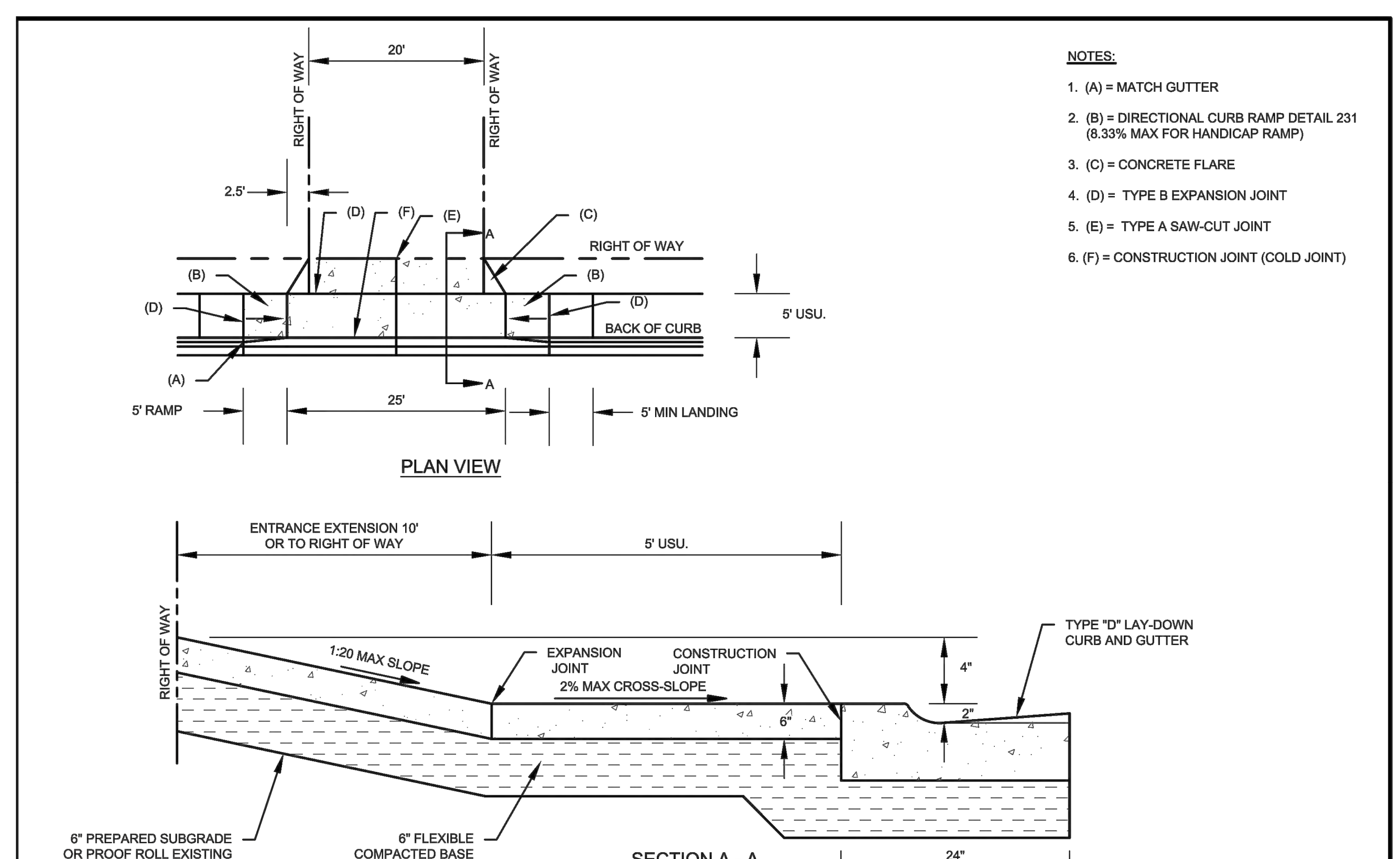
FILLET AND VALLEY GUTTER



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: 208

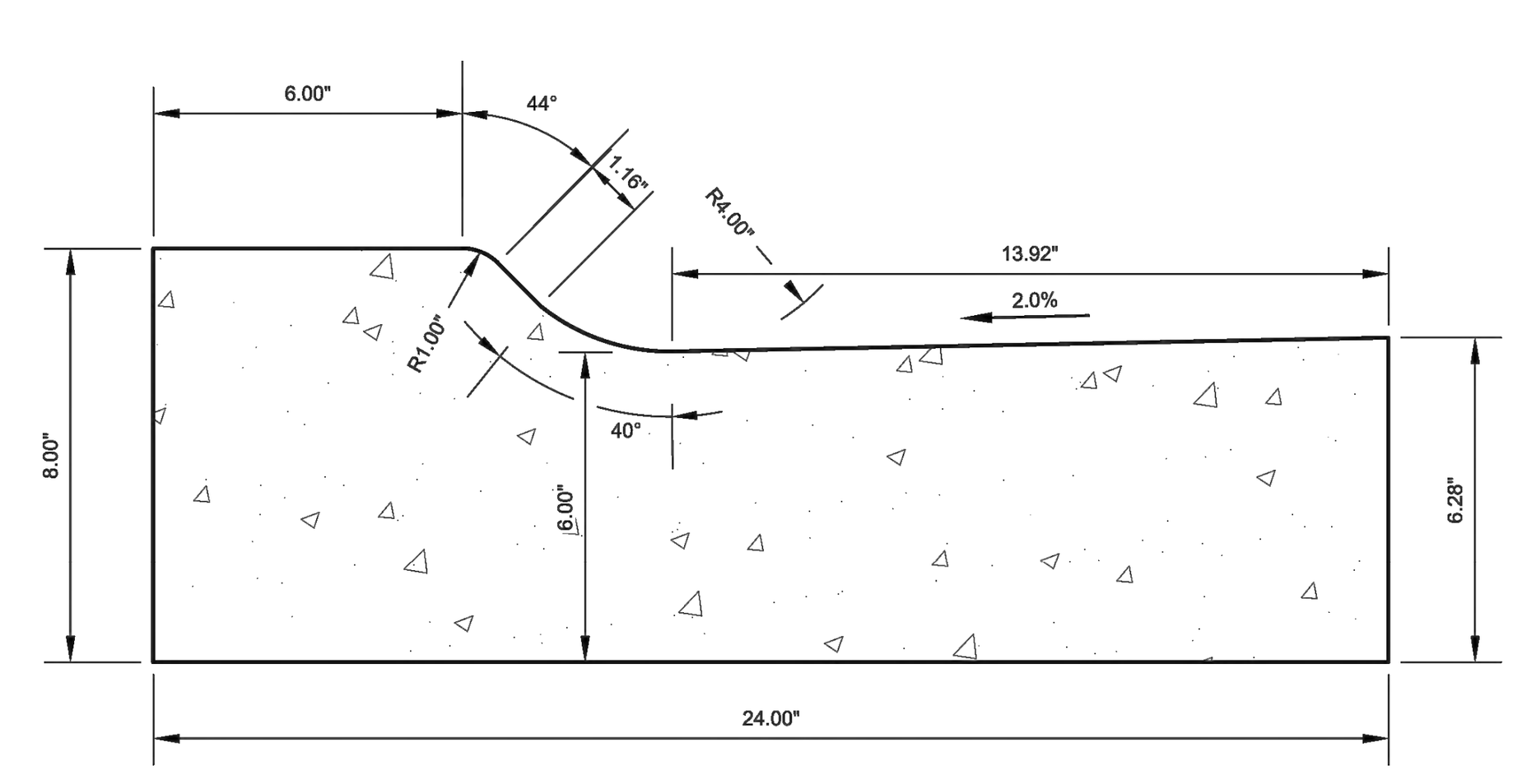
TRANSITION TO LAY-DOWN CURB



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. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 209

TYPE D LAY-DOWN CURB AND GUTTER

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

SHEET C301

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
Andrew L. Mellen 10/05/2022

PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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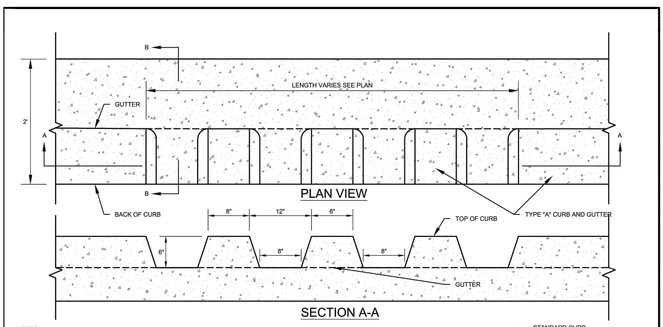
F:\2021\210159-CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\210159 C302 PAVING DETAILS.DWG

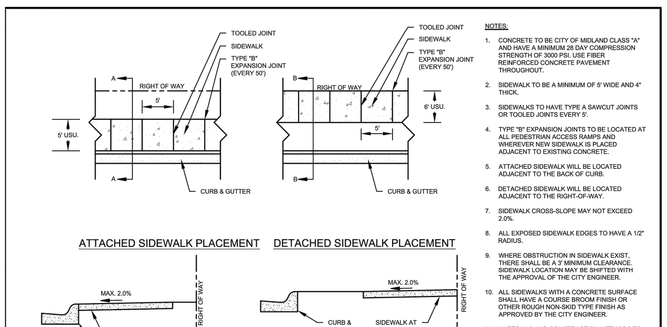


NOTES:

1. CONCRETE TO 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 THE 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 I SAW-TOOTH CURB AND GUTTER		215
APPROVED: MCC			

MIDLAND Engineering Services

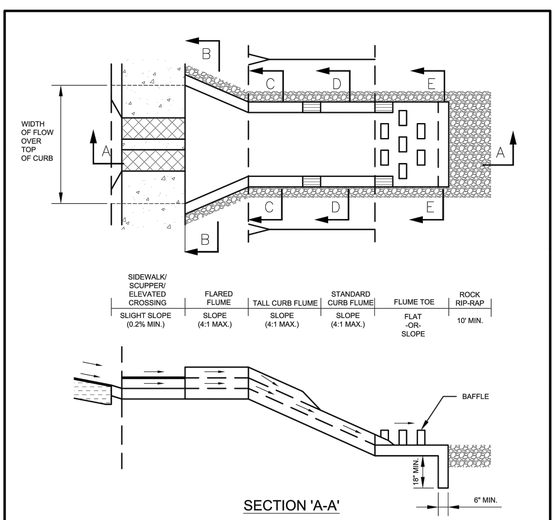


NOTES:

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.

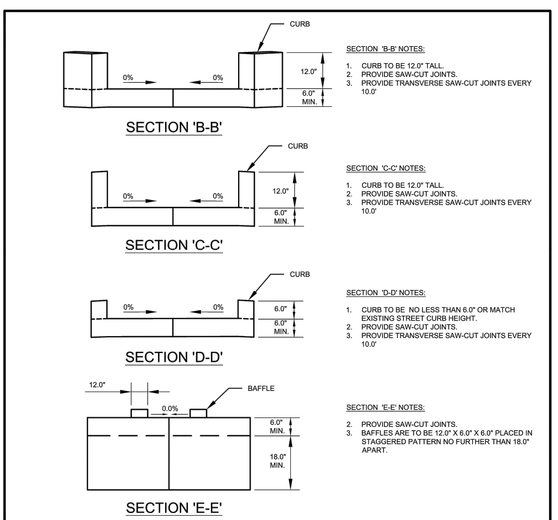
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD SIDEWALK		225
APPROVED: MCC			

MIDLAND Engineering Services



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS		DETAIL:
TYPICAL CONCRETE DRAINAGE FLUME			403(A)

MIDLAND Engineering Services



SECTION 'B-B' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'C-C' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'D-D' NOTES:
1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'E-E' NOTES:
2. PROVIDE SAW-CUT JOINTS.
3. BAFFLES ARE TO BE 12.0" X 6.0" X 6.0" PLACED IN STAGGERED PATTERN NO FURTHER THAN 18.0" APART.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE REBAR REINFORCED OR FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT AS INDICATED BY THE DESIGN DRAWINGS. FLARED FLUME MOUTH TO BE NO LESS THAN DESIGN WIDTH OF RUNOFF PASSING OVER SCUPPER, ELEVATED CROSSING, OR SIDEWALK DURING THE 100-YR STORM EVENT.
2. SEAL ALL CONCRETE JOINTS.
3. FLARED FLUME AND TALL CURB FLUME SECTIONS NOT REQUIRED IF ALTERNATE DESIGN CAN BE PROVEN TO CONTAIN 100-YR RUNOFF WITHIN THE DRAINAGE EASEMENT LIMITS.
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.

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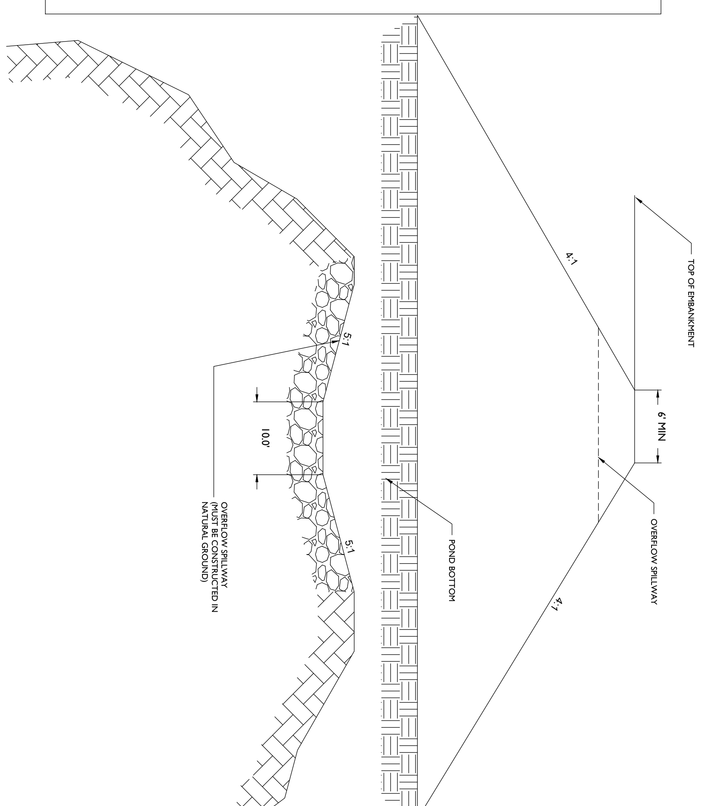
EFFECTIVE DATE: 10/01/2018	SCALE: NTS		DETAIL:
TYPICAL CONCRETE DRAINAGE FLUME			403(B)

MIDLAND Engineering Services



SHEET C302

10/05/2022

ANDREW L. MELLEN 136572 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

PAVING DETAILS

COMPASS

CITY OF MIDLAND, TEXAS

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APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

Δ	REVISIONS	BY	APPR.	DATE

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F:\2021\21015\PS\CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C303 PAVING DETAILS.DWG

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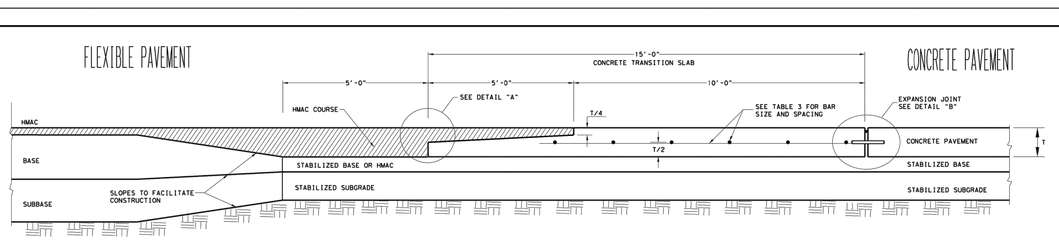
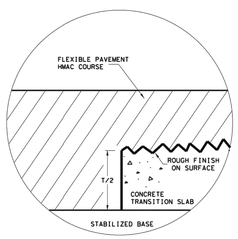
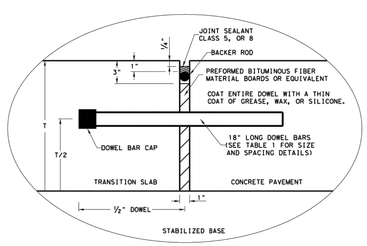


TYPICAL JUNCTION OF CONCRETE PAVEMENT WITH FLEXIBLE PAVEMENT
(NOT TO SCALE)



DETAIL "A"



DETAIL "B"

GENERAL NOTES

1. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATIONS FOR "CONCRETE PAVEMENT" AND "REINFORCING STEEL."
2. DETAILS FOR PAVEMENT WIDTH AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS.
3. MATCH THE LONGITUDINAL JOINTS OF THE CONCRETE TRANSITION SLAB WITH ADJOINING CONCRETE PAVEMENT. PROVIDE EQUIVALENT TIEBARS OR TRANSVERSE BARS AT THESE LONGITUDINAL JOINTS, SEE TABLE NO. 2.
4. REFER TO DMS-6310, "JOINT SEALANTS AND FILLERS" FOR THE CLASSIFICATIONS.
5. TRANSITION SLABS WILL BE PAID UNDER ITEM 360, "CONCRETE PAVEMENTS."

TABLE NO.1 DOWELS (SMOOTH BARS)

SLAB THICKNESS T (IN.)	BAR DIA. AND LENGTH	SPACING (IN.)
7 TO 7.5	1" X 18"	12
8 TO 10	1 ¼" X 18"	12
10 TO 13	1 ½" X 18"	12

TABLE NO.2 TIE BARS (DEFORMED BARS)

SLAB THICKNESS T (IN.)	BAR SIZE	SPACING (IN.)
7 TO 7.5	#5	24
8 TO 13	#6	24

TABLE NO.3 TRANSITION SLAB STEEL (DEFORMED BARS)

SLAB THICKNESS T (IN.)	BAR SIZE	SPACING (IN.) TRANSVERSE DIRECTION	SPACING (IN.) LONGITUDINAL DIRECTION
7 TO 7.5	#5	24	12
8 TO 13	#6	24	12

ADJUST SPACING OF LONGITUDINAL BARS AS NEEDED TO ACCOMDATE DOWEL BAR SPACING.

DATE:
FILE:

Texas Department of Transportation — Design Division Standard

CONCRETE PAVEMENT DETAILS
TRANSITION SLAB
T-7 to 13 INCHES

TRANS-20

FILE: transtslab20.dgn	DW: TxDOT	CK: TxDOT	DW: AN	CK: KM
©TxDOT: NOVEMBER 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				CS
	DIST	COUNTY		SHEET NO.
	ODA	MIDLAND		

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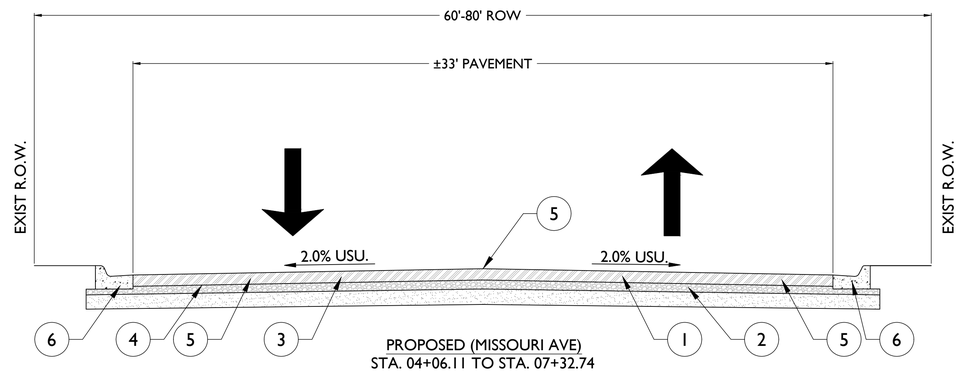
TRANS-20
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C303



PROPOSED (MISSOURI AVE)
STA. 04+06.11 TO STA. 07+32.74
STA. 07+86.16 TO STA. 11+07.86
STA. 11+59.75 TO STA. 12+82.23

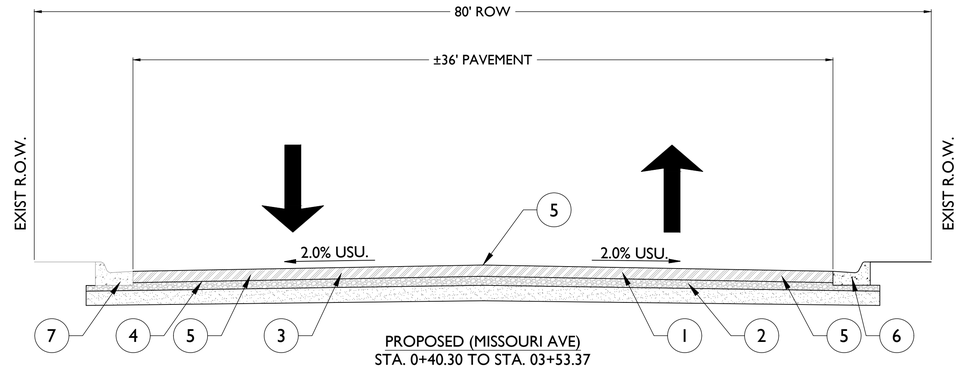
PROPOSED (NOBLES AVE)
STA. 00+16.89 TO STA. 07+37.43

PROPOSED (SPRUCE ST.)
STA. 00+00.00 TO STA. 02+92.15

PROPOSED (HICKS AVE)
STA. 00+26.21 TO STA. 05+67.17
STA. 06+09.93 TO STA. 12+86.21

PROPOSED (LATTA ST.)
STA. 00+45.07 TO STA. 04+09.04
STA. 04+69.04 TO STA. 07+70.46
STA. 08+28.01 TO STA. 08+49.39

A ±33' PAVEMENT WIDTH TYPICAL SECTION
N.T.S.



PROPOSED (MISSOURI AVE)
STA. 0+40.30 TO STA. 03+53.37

B ±36' PAVEMENT WIDTH TYPICAL SECTION
N.T.S.

LEGEND

1. REMOVE EXISTING ASPHALT AND BASE TO A 10" DEPTH.
2. PREPARE SUBGRADE
3. PLACE, COMPACT, SHAPE, AND FINISH NEW 8" LAYER OF FLEXIBLE BASE.
4. PRIME WITH MC-30 OR APPROVED EQUAL.
5. PAVE WITH 2" OF TYPE D HMAC. CONSTRUCT PER DETAIL 201 OF THE CITY F MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
6. REMOVE AND REPLACE CURB & GUTTER. SEE DETAIL 205 OF CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.

LEGEND

1. REMOVE EXISTING ASPHALT AND BASE TO A 10" DEPTH.
2. PREPARE SUBGRADE
3. PLACE, COMPACT, SHAPE, AND FINISH NEW 8" LAYER OF FLEXIBLE BASE.
4. PRIME WITH MC-30 OR APPROVED EQUAL.
5. PAVE WITH 2" OF TYPE D HMAC. CONSTRUCT PER DETAIL 201 OF THE CITY F MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.
6. REMOVE AND REPLACE CURB & GUTTER. SEE DETAIL 205 OF CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
7. PROTECT EXISTING CURB AND GUTTER.

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TYPICAL SECTIONS

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C304

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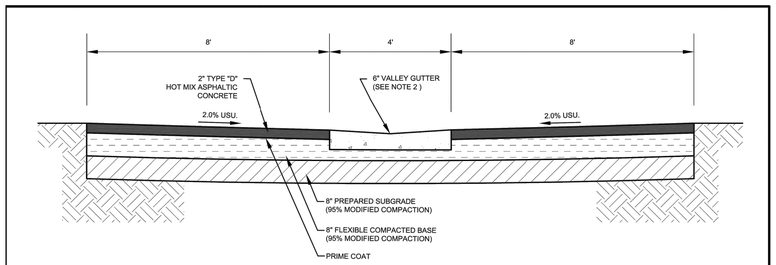

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. WHERE LONGITUDINAL ALLEY GRADE IS LESS THAN 0.50%, CONSTRUCT A 4' WIDE CONCRETE VALLEY GUTTER ALONG THE CENTERLINE OF THE ALLEY. SEE DETAILS 218(A) AND 218(B).
3. SAW-CUT JOINTS ARE TO BE LOCATED AT EVERY 5' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
4. EXPANSION JOINTS ARE TO BE LOCATED AT EVERY 200' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		STANDARD ASPHALT ALLEY CROSS SECTION	DETAIL: 203

CROSS-SECTION C-C' SCALE: N.T.S.

E. MONTGOMERY AVENUE FROM STA. 0+00 TO STA. 7+25.63

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DATE: 01/03/2022
JOB: 21-0159

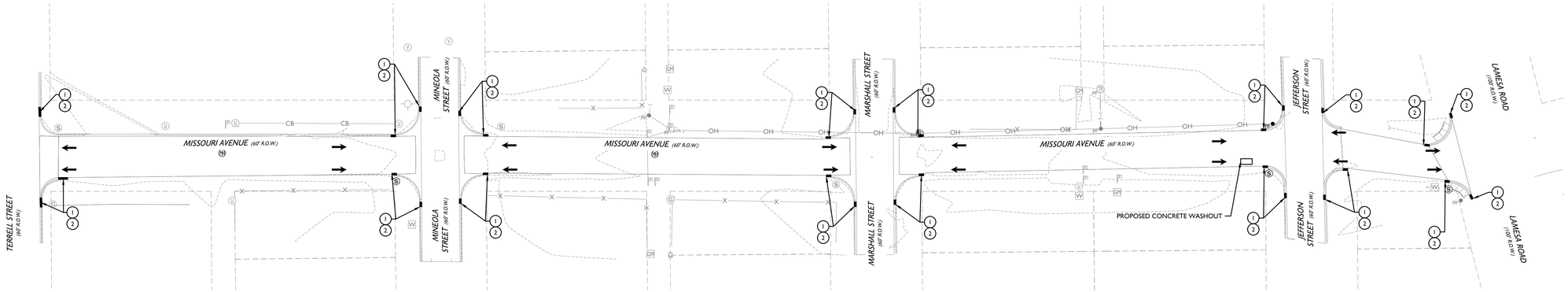
TYPICAL SECTIONS

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C305



PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
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.

0' 50' 100' 150'

SCALE 1" = 50'

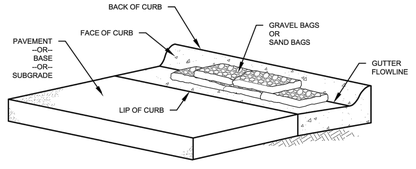
GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL 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.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. 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 CONTROLLING EQUIPMENT WASHING.
6. 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.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. 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.
10. 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 OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. 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 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE

Know what's **below.**
Call before you dig.



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1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
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6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
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DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
CURB GRAVEL OR SAND BAGS			

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1			

DRAWN BY: MAL
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DATE 01/03/2022
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MISSOURI AVENUE EROSION CONTROL PLAN
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C401**

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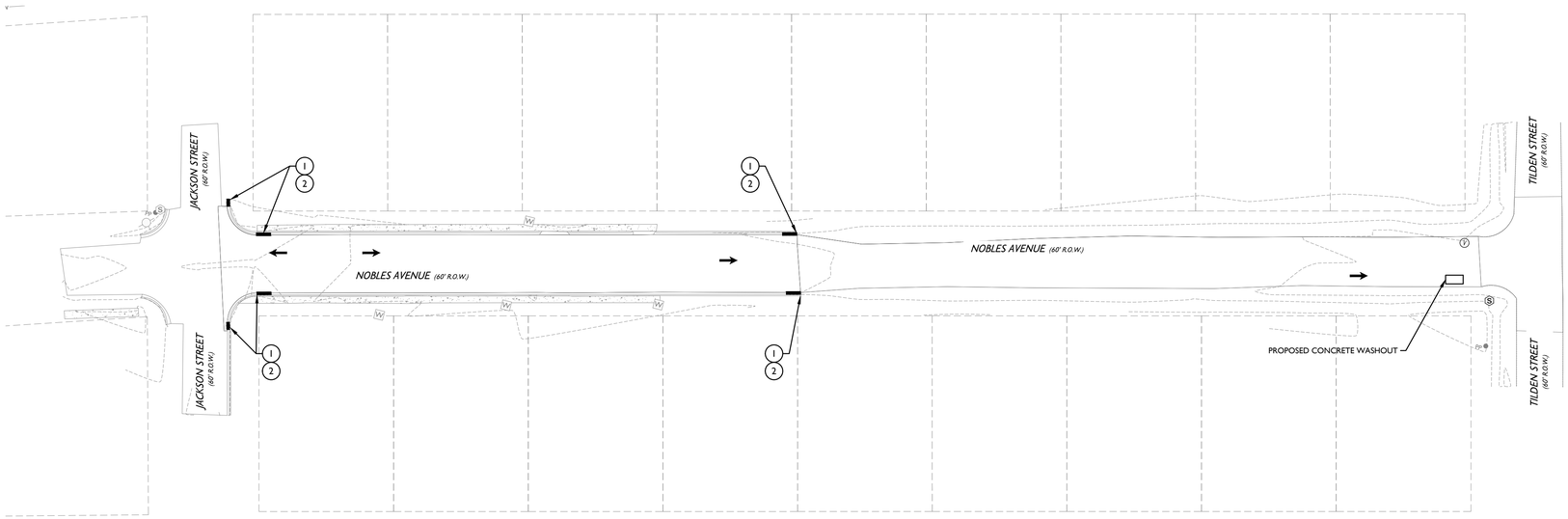
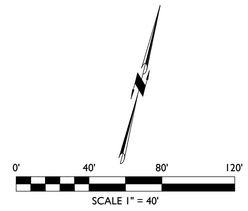
F:\2021\21-0159-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C401 MISSOURI AVENUE EROSION CONTROL PLAN.DWG





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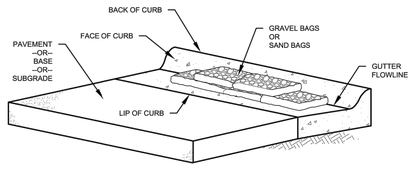

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DATE 01/03/2022
JOB 21-0159

NOBLES AVENUE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C402**

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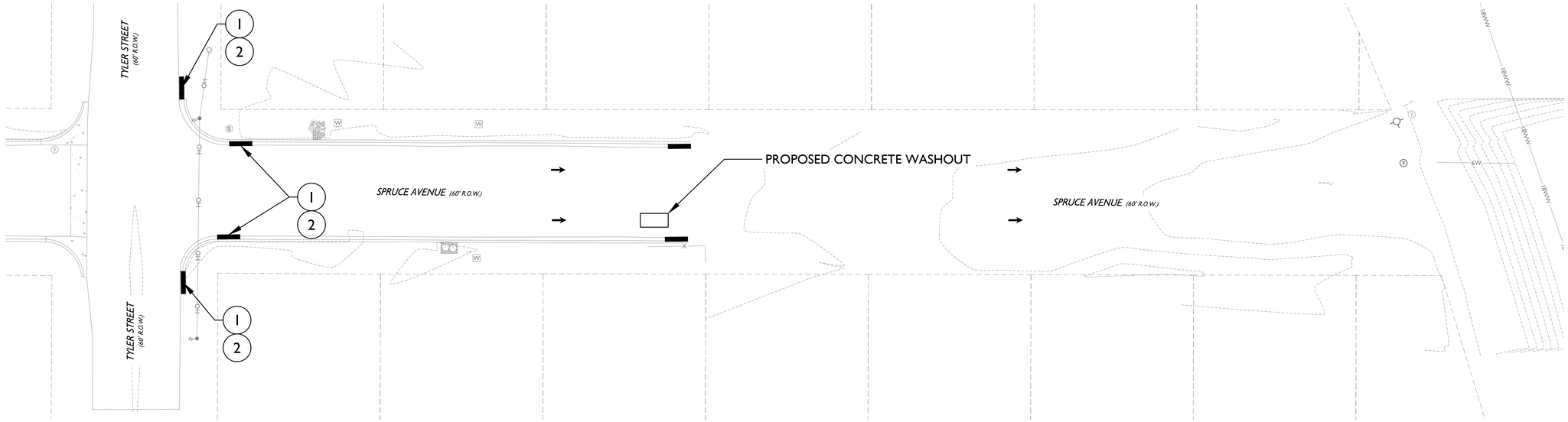

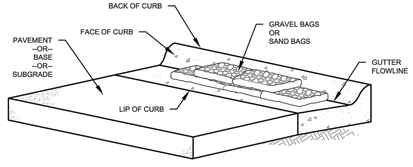

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
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Know what's **below.**
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0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

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BY	APPR.	DATE

REVISIONS

DRAWN BY:	MAL
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
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SPRUCE STREET EROSION CONTROL PLAN
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
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10/05/2022

SHEET **C403**

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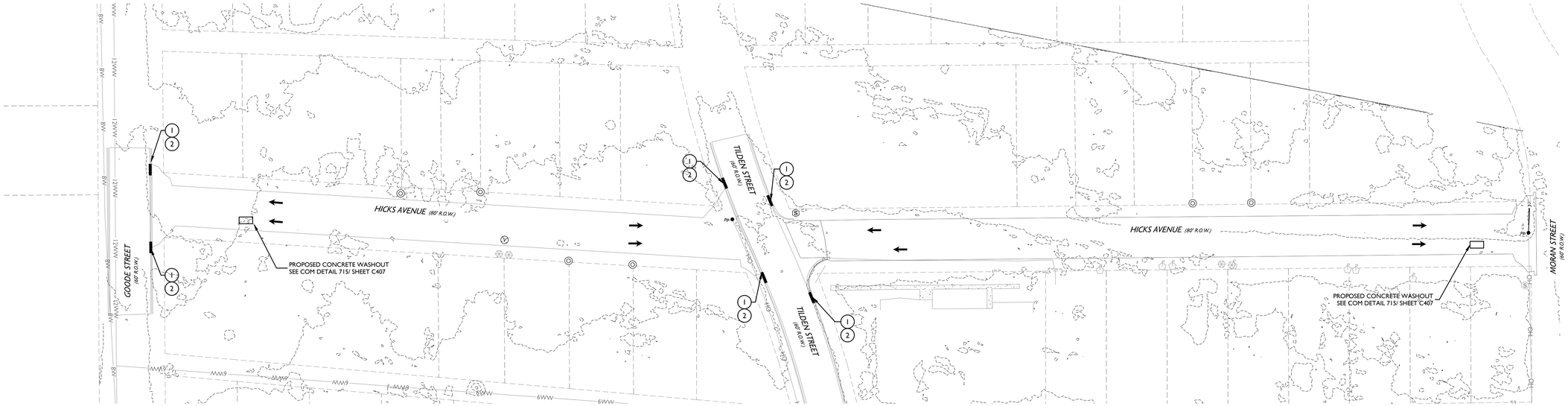

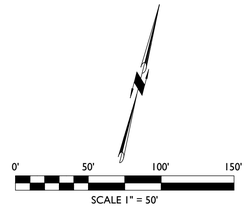

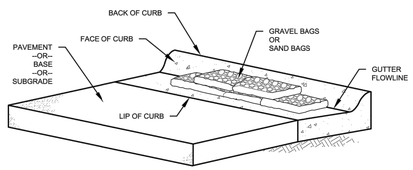

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BY	APPR.	DATE	REVISIONS.

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

HICKS AVENUE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C404

F:\2021\21-0159\PA-CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C404 HICKS AVENUE EROSION CONTROL PLAN.DWG

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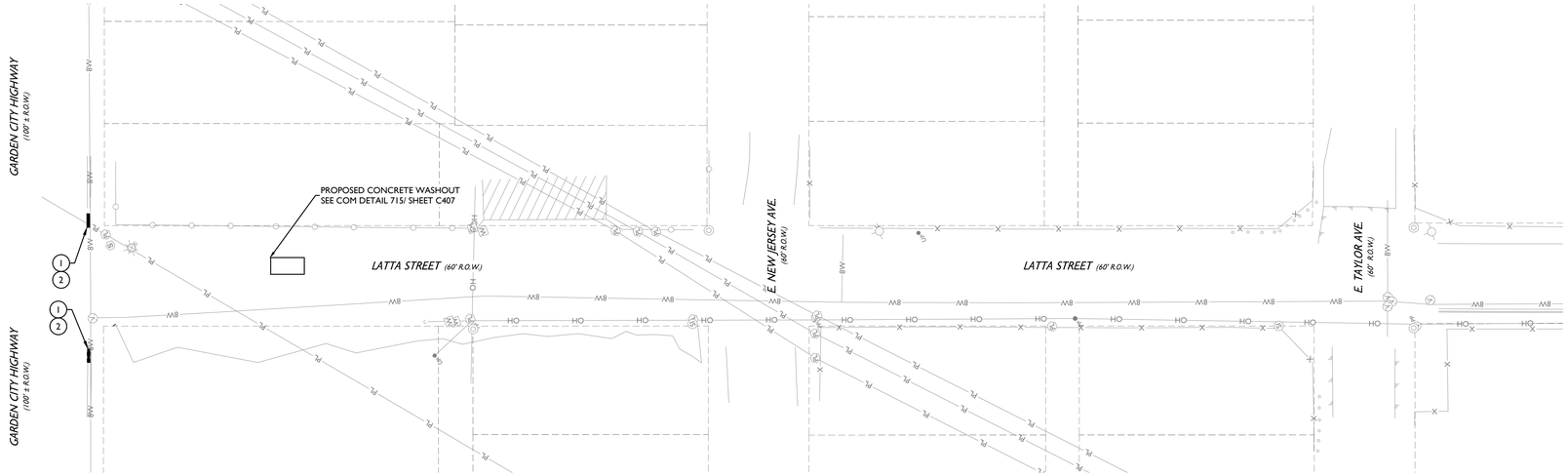

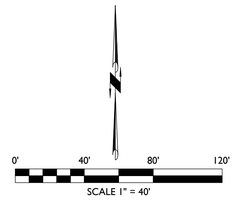

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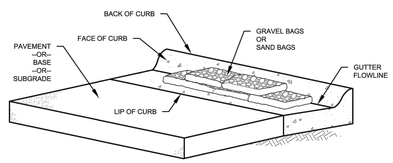

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712

CURB GRAVEL OR SAND BAGS

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CHECKED BY: ALM
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DATE: 01/03/2022
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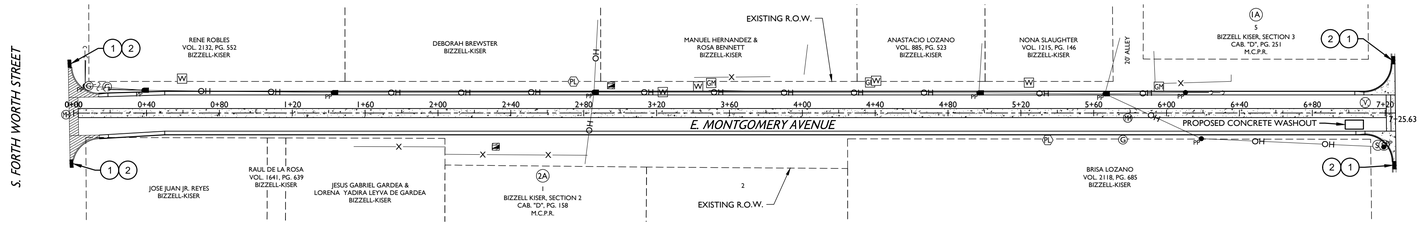
LATTA STREET EROSION CONTROL PLAN

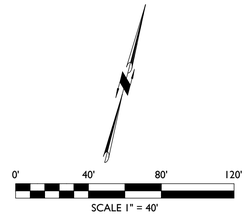
COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C405





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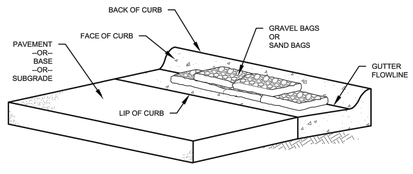

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DATE 01/03/2022
JOB 21-0159

MONTGOMERY AVE EROSION CONTROL PLAN

COMPASS

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C406**

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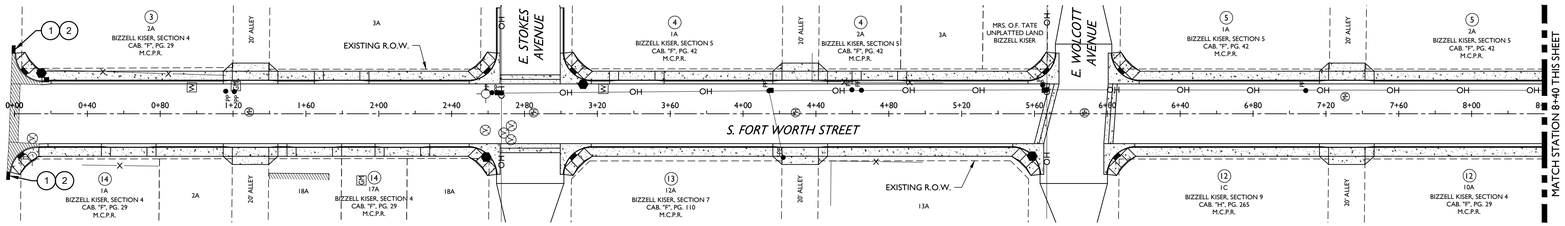

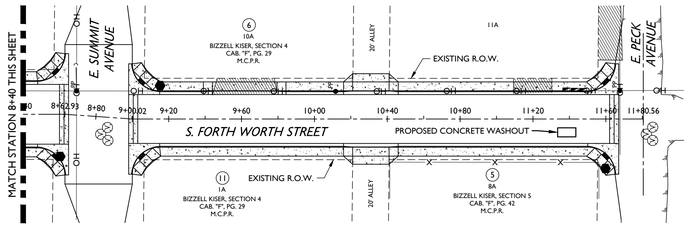

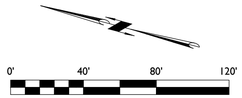

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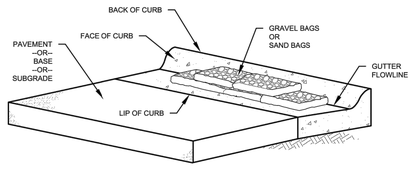

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

FORT WORTH EROSION CONTROL PLAN

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C407

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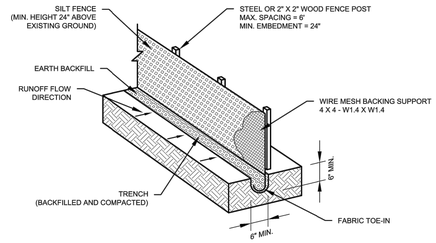
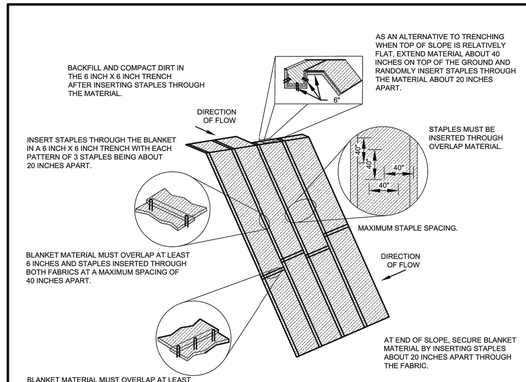
F:\2021\21-0159 CITY OF MIDLAND-COMPASS STREET DESIGN\CONSTRUCTION PLANS\DRAWINGS\CIVIL CONSTRUCTION PLAN\21-0159 C407 FORT WORTH EROSION CONTROL PLAN.DWG



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

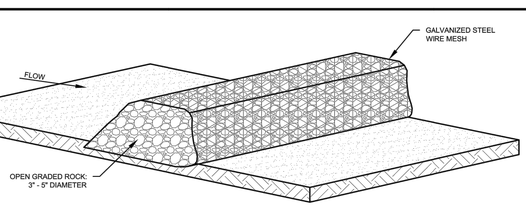
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



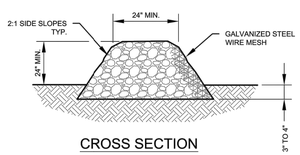
NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	EROSION CONTROL BLANKET AND VEGETATION		711



ISOMETRIC VIEW

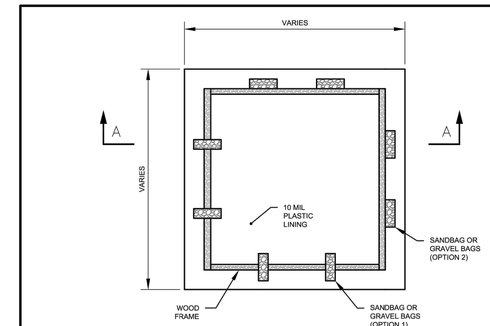


CROSS SECTION

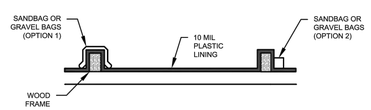
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	ROCK FILTER DAM		708
CHECKED: JCF			
APPROVED: MCC			



ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: JEO	
MIDLAND Engineering Services	EFFECTIVE DATE: COMPASS	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 3		715

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
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Tel: (432) 262-0999 Fax: (432) 262-0989
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REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

EROSION CONTROL DETAILS
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C408

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City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03
Pre-Bid Meeting Agenda
Project No. P21-05
October 19, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview

   - Jose Ortiz – Director Engineering Services
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Senior Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Madison Brasuell – Project Manager
   - Andy Navarro – Franchise Utility Coordinator
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing & payments
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - The project will include the removal, replacement, and installation of existing and proposed paving, sidewalk, and structure infrastructure and appurtenances including all necessary mobilization, pavement removal, excavation, embankment, backfill, compaction, formwork, pavement placement, sidewalk placement, structure placement, vegetation and stabilization, as well as erosion control, traffic control, stabilization, storm drain installation, 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.
4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     bwojciechowski@midlandtexas.gov

   - Purpose of bids is to establish unit prices.
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.

- 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 21, 2022 at Noon.
  - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

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

- **Bid Opening is Wednesday, October 26, 2022 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the program bid is awarded.
6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Payment to be made for material delivered only for bid items specifically indicated in Special Provisions, 4. Payment. All other payments to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
     - When a project has items paid upon material delivery, there are to be two Work Orders. The first Work Order will include all items to be paid upon material delivery, and the second will include all other items applicable to the project in question.
   - Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.

- Recommended that invoices state “Invoice Due Upon Receipt”, or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Address Project Specifics
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.
   - Contractor will be responsible for coordinating with landowners in regards to fence removals, property access, etc.

8. Address Pre-Bid Question
   - An addendum will be issued after 12pm on Friday, October 21, 2022.
9. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Bobby Wojciechowski with the City of Midland.

Engineering Services

Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Pre-Bid Meeting Attendance

P21-05

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 03

Date: 10-19-2022 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Madison Brasuell	City of Midland	(432) 685-7289	-	mbrasuell@midlandtexas.gov
✓	Bobby Wojciechowski	City of Midland	(432) 685-7519	-	bwojciechowski@midlandtexas.gov
	LARRY QUINNEY	JONES BROS.	432-664-1473		L.QUINNEY@JONESDP.COM
	Danny Carroll	Danny's Asphalt	432-232-0087		DannyT@dannysPaving.com
	George Williams	Reece Albert Inc	432-528 4450		georgew@reecealbertinc.com
	Taha Saksami	COM			
	Carolina Jimenez	COM	7418		
	Mike Hester	REECE ALBERT	432 682 3719		mikeh@REECEALBERT Inc. com
	Mike Williams				" "

December 13, 2022
5.465
PACKET

City Council Meeting

Item Number: 6

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $810,580.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

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

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project for the Utilities Department. The bid request was sent to one hundred seven (107) companies. We received two (2) bids. Staff recommends awarding a contract to TEC Excavation, Inc. for the amount of $810,580.00. The project timeline is projected at 120 calendar days. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project for the Utilities Department to TEC

Excavation, Inc. of Midland, Texas for the amount of $810,580.00. Staff is also requesting an additional $81,058.00 in contingences plus $50,000 for project related items for a total cost of $941,638.00.

Tina Gaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Service Director

SUBJECT: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project ♦ Engr. Project No. P21-04 ♦ Bid Tabulation ♦ Funding #_____

DATE: December 14, 2022

Erika,

Engineer staff has reviewed the bid tabulation for the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project. TEC Excavation, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project to TEC Excavation, Inc.

TEC Excavation, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$810,580.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$81,058.00** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$941,638.00**.

The agreement specifies a construction period of 120 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Jose Ortiz
Engineering Service Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $810,580.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Jefferson Street, Atlanta Street, and Harrison Street Water Improvements Project (the "Project"); and

WHEREAS, Bid No. 23000862 was opened on November 21, 2022, with the lowest responsible bidder being TEC Excavation, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $810,580.00 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 $810,580.00; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $810,580.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $81,058.00.

SECTION THREE. That the sum of $941,638.00 shall be appropriated from the City's American Rescue Plan Act funds to a project account for said Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $891,638.00 from funds available in said project account upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

Project Number: P21-04
City of Midland - Engineering Services
November 21, 2022

BID TAB					TEC Excavation, Inc.			Boler Equipment Service, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	4	MO	$5,000.00	$20,000.00	$ 20,000.00	$6,250.00	$25,000.00	$ 25,000.00
2	M2	Erosion/Sediment Control	4	MO	$500.00	$2,000.00	$ 2,000.00	$800.00	$3,200.00	$ 3,200.00
3	M3	Traffic Control	4	MO	$4,000.00	$16,000.00	$ 16,000.00	$3,450.00	$13,800.00	$ 13,800.00
4	M4	Job Site Safety	4	MO	$850.00	$3,400.00	$ 3,400.00	$800.00	$3,200.00	$ 3,200.00
5	M5	Material Mark-up	N/A	%	15%	N/A	N/A	18%	N/A	N/A
6	M6	Labor Mark-up (Regular Work Hours)	N/A	%	15%	N/A	N/A	18%	N/A	N/A
7	M7	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	15%	N/A	N/A	18%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	1550	LF	$15.00	$23,250.00	$ 23,250.00	$20.00	$31,000.00	$ 31,000.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	1.5	CY	$200.00	$300.00	$ 300.00	$100.00	$150.00	$ 150.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	1290	SY	$10.00	$12,900.00	$ 12,900.00	$5.00	$6,450.00	$ 6,450.00
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	228	LF	$10.00	$2,280.00	$ 2,280.00	$3.00	$684.00	$ 684.00
5	D5	Removal & Disposal of Existing Concrete Sidewalks & Ramps	17	SY	$10.00	$170.00	$ 170.00	$10.00	$170.00	$ 170.00
1	W1	6" AWWA C-900 DR18, PVC, Water Main	2160	LF	$97.00	$209,520.00	$ 209,520.00	$73.00	$157,680.00	$ 157,680.00
2	W2	12"x6" Tee (MJxFL)	3	EA	$1,500.00	$4,500.00	$ 4,500.00	$1,835.00	$5,505.00	$ 5,505.00
3	W3	6"x6" Tee (MJxFL)	6	EA	$800.00	$4,800.00	$ 4,800.00	$1,352.00	$8,112.00	$ 8,112.00
4	W4	12" Gate Valve & Box (MJxMJ/FL)	3	EA	$5,400.00	$16,200.00	$ 16,200.00	$4,900.00	$14,700.00	$ 14,700.00
5	W5	6" Gate Valve & Box (MJxMJ/FL)	10	EA	$1,900.00	$19,000.00	$ 19,000.00	$2,665.00	$26,650.00	$ 26,650.00
6	W6	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	6	EA	$6,800.00	$40,800.00	$ 40,800.00	$5,860.00	$35,160.00	$ 35,160.00
7	W7	Connect to Existing Water Main	6	EA	$2,500.00	$15,000.00	$ 15,000.00	$1,003.00	$6,018.00	$ 6,018.00
8	W8	6"x1" Tapping Saddle	71	EA	$330.00	$23,430.00	$ 23,430.00	$482.00	$34,222.00	$ 34,222.00
9	W9	1" Water Service Connection	71	EA	$1,300.00	$92,300.00	$ 92,300.00	$1,849.00	$131,279.00	$ 131,279.00
10	W10	1" Water Service Lateral	2160	LF	$10.00	$21,600.00	$ 21,600.00	$6.00	$12,960.00	$ 12,960.00
11	W11	Water Meter Installation (New Service Lateral)	17	EA	$450.00	$7,650.00	$ 7,650.00	$415.00	$7,055.00	$ 7,055.00
12	W12	6" Gate Valve & Box Replacement / Installation (Stand Alone)	2	EA	$5,300.00	$10,600.00	$ 10,600.00	$2,676.00	$5,352.00	$ 5,352.00
13	W13	Open Trenching of Water Main	2160	LF	$10.00	$21,600.00	$ 21,600.00	$26.00	$56,160.00	$ 56,160.00
1	P1	6" Concrete Pavement Repair	6	SY	$250.00	$1,500.00	$ 1,500.00	$119.00	$714.00	$ 714.00
2	P2	Concrete Curb & Gutter Repair	230	LF	$50.00	$11,500.00	$ 11,500.00	$30.00	$6,900.00	$ 6,900.00
3	P3	Concrete Pedestrian Access Ramp Repair	7	SY	$210.00	$1,470.00	$ 1,470.00	$175.00	$1,225.00	$ 1,225.00
4	P4	4" Concrete Sidewalk Repair	63	SY	$110.00	$6,930.00	$ 6,930.00	$126.00	$7,938.00	$ 7,938.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	1300	SY	$70.00	$91,000.00	$ 91,000.00	$54.00	$70,200.00	$ 70,200.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	260	GAL	$8.00	$2,080.00	$ 2,080.00	$10.00	$2,600.00	$ 2,600.00
7	P7	Flowable Fill / 2-Sack Backfill	1400	SY	$92.00	$128,800.00	$ 128,800.00	$105.00	$147,000.00	$ 147,000.00
					Base Bid Total =	$810,580.00	**$ 810,580.00**	Base Bid Total =	$821,084.00	**$ 821,084.00**
							$0.00			$0.00

Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

Project Number: P21-04
City of Midland - Engineering Services
November 21, 2022

BID TAB					TEC Excavation, Inc.			Boler Equipment Service, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	4	MO	$5,000.00	$20,000.00	$ 20,000.00	$6,250.00	$25,000.00	$ 25,000.00
2	M2	Erosion/Sediment Control	4	MO	$500.00	$2,000.00	$ 2,000.00	$800.00	$3,200.00	$ 3,200.00
3	M3	Traffic Control	4	MO	$4,000.00	$16,000.00	$ 16,000.00	$3,450.00	$13,800.00	$ 13,800.00
4	M4	Job Site Safety	4	MO	$850.00	$3,400.00	$ 3,400.00	$800.00	$3,200.00	$ 3,200.00
5	M5	Material Mark-up	N/A	%	15%	N/A	N/A	18%	N/A	N/A
6	M6	Labor Mark-up (Regular Work Hours)	N/A	%	15%	N/A	N/A	18%	N/A	N/A
7	M7	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	15%	N/A	N/A	18%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	1550	LF	$15.00	$23,250.00	$ 23,250.00	$20.00	$31,000.00	$ 31,000.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	1.5	CY	$200.00	$300.00	$ 300.00	$100.00	$150.00	$ 150.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	1290	SY	$10.00	$12,900.00	$ 12,900.00	$5.00	$6,450.00	$ 6,450.00
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	228	LF	$10.00	$2,280.00	$ 2,280.00	$3.00	$684.00	$ 684.00
5	D5	Removal & Disposal of Existing Concrete Sidewalks & Ramps	17	SY	$10.00	$170.00	$ 170.00	$10.00	$170.00	$ 170.00
1	W1	6" AWWA C-900 DR18, PVC, Water Main	2160	LF	$97.00	$209,520.00	$ 209,520.00	$73.00	$157,680.00	$ 157,680.00
2	W2	12"x6" Tee (MJxFL)	3	EA	$1,500.00	$4,500.00	$ 4,500.00	$1,835.00	$5,505.00	$ 5,505.00
3	W3	6"x6" Tee (MJxFL)	6	EA	$800.00	$4,800.00	$ 4,800.00	$1,352.00	$8,112.00	$ 8,112.00
4	W4	12" Gate Valve & Box (MJxMJ/FL)	3	EA	$5,400.00	$16,200.00	$ 16,200.00	$4,900.00	$14,700.00	$ 14,700.00
5	W5	6" Gate Valve & Box (MJxMJ/FL)	10	EA	$1,900.00	$19,000.00	$ 19,000.00	$2,665.00	$26,650.00	$ 26,650.00
6	W6	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	6	EA	$6,800.00	$40,800.00	$ 40,800.00	$5,860.00	$35,160.00	$ 35,160.00
7	W7	Connect to Existing Water Main	6	EA	$2,500.00	$15,000.00	$ 15,000.00	$1,003.00	$6,018.00	$ 6,018.00
8	W8	6"x1" Tapping Saddle	71	EA	$330.00	$23,430.00	$ 23,430.00	$482.00	$34,222.00	$ 34,222.00
9	W9	1" Water Service Connection	71	EA	$1,300.00	$92,300.00	$ 92,300.00	$1,849.00	$131,279.00	$ 131,279.00
10	W10	1" Water Service Lateral	2160	LF	$10.00	$21,600.00	$ 21,600.00	$6.00	$12,960.00	$ 12,960.00
11	W11	Water Meter Installation (New Service Lateral)	17	EA	$450.00	$7,650.00	$ 7,650.00	$415.00	$7,055.00	$ 7,055.00
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2	P2	Concrete Curb & Gutter Repair	230	LF	$50.00	$11,500.00	$ 11,500.00	$30.00	$6,900.00	$ 6,900.00
3	P3	Concrete Pedestrian Access Ramp Repair	7	SY	$210.00	$1,470.00	$ 1,470.00	$175.00	$1,225.00	$ 1,225.00
4	P4	4" Concrete Sidewalk Repair	63	SY	$110.00	$6,930.00	$ 6,930.00	$126.00	$7,938.00	$ 7,938.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	1300	SY	$70.00	$91,000.00	$ 91,000.00	$54.00	$70,200.00	$ 70,200.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	260	GAL	$8.00	$2,080.00	$ 2,080.00	$10.00	$2,600.00	$ 2,600.00
7	P7	Flowable Fill / 2-Sack Backfill	1400	SY	$92.00	$128,800.00	$ 128,800.00	$105.00	$147,000.00	$ 147,000.00
					Base Bid Total =	$810,580.00	**$ 810,580.00**	Base Bid Total =	$821,084.00	**$ 821,084.00**
							$0.00			$0.00

SPECIFICATIONS

Project Name: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

Project Number: P21-04

MAYOR

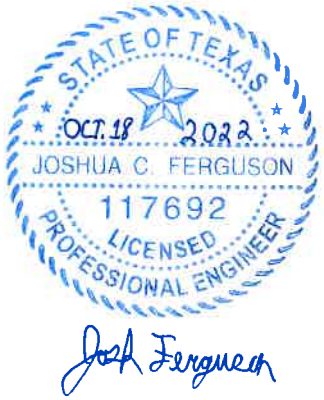
Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Dan Corrales	At Large	Robin Poole

CITY ENGINEER

Joshua C. Ferguson, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

October 2022

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 9th day of November, 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 9, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Jefferson Street, Atlanta Street, and Harrison Street Water Improvements together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, November 2nd, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person.

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, November 4th. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised October 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated July 28, 2022 and numbered from 1 (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 2022

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Tonya Clutter

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Tonya Clutter

Signature of vendor doing business with the governmental entity

11.9.22

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☒ Yes ☐ No

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

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

Authorized Signature: Tirzyla Clutter Date: 11·9·22

Printed Name and Title: Tirzyla Clutter

TECHNICAL SPECIFICATIONS

FOR: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

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

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

Included in this Project will be **Jefferson Street, Atlanta Street, and Harrison Street Water Improvements** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, abandonment, replacement, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, material storage and protection, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

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

Water Bid Items: 1-6 & 8-12

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

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

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

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

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

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

17. TESTING:

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

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is **120** calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and

the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

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

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

Project Number: P21-04

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	4 MO	Mobilization, furnished, installed, complete and in place, for the sum of: FIVE THOUSAND dollars and NO cents per month. (Pay Note M1)	$ 5,000.00	$ 20,000.00
2)	4 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: FIVE HUNDRED dollars and NO cents per month. (Pay Note M2)	$ 500.00	$ 2,000.00
3)	4 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: FOUR THOUSAND dollars and NO cents per month. (Pay Note M3)	$ 4,000.00	$ 16,000.00
4)	4 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: EIGHT HUNDRED FIFTY dollars and NO cents per month. (Pay Note M4)	$ 850.00	$ 3,400.00
5)	N/A	Material Mark-up, complete and in place, for the sum of: FIFTEEN percent. (Pay Note M5)	% 15	$ N/A

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 41,400.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1550 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: FIFTEEN dollars and NO cents per linear foot. (Pay Note D1)	$ 15.00	$ 23,250.00
2)	1.5 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: TWO HUNDRED dollars and NO cents per cubic yard. (Pay Note D2)	$ 200.00	$ 300.00
3)	1290 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: TEN dollars and NO cents per square yard. (Pay Note D3)	$ 10.00	$ 12,900.00
4)	228 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note D4)	$ 10.00	$ 2,280.00
5)	17 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: TEN dollars and NO cents per square yard. (Pay Note D5)	$ 10.00	$ 170.00
Total Demolition Items 1-5			$ 38,900.00	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2160 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: NINETY SEVEN dollars and NO cents per linear foot. (Pay Note W1)	$ 97.00	$ 209,520.00
2)	3 EA	12"x6" Tee furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 1,500.00	$ 4,500.00
3)	6 EA	6"x6" Tee furnished, installed, complete and in place, for the sum of: EIGHT HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 800.00	$ 4,800.00
4)	3 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: FIFTY FOUR HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 5,400.00	$ 16,200.00
5)	10 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: NINETEEN HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 1,900.00	$ 19,000.00
6)	6 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: SIXTY EIGHT HUNDRED dollars and NO cents per each. (Pay Note W4)	$ 6,800.00	$ 40,800.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	6 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: TWENTY FIVE HUNDRED dollars and NO cents per each. (Pay Note W5)	$ 2,500.00	$ 15,000.00
8)	71 EA	6"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: THREE HUNDRED THIRTY dollars and NO cents per each. (Pay Note W6)	$ 330.00	$ 23,430.00
9)	71 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: THIRTEEN HUNDRED dollars and NO cents per each. (Pay Note W7)	$ 1,300.00	$ 92,300.00
10)	2160 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note W8)	$ 10.00	$ 21,600.00
11)	17 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: FOUR HUNDRED FIFTY dollars and NO cents per each. (Pay Note W9)	$ 450.00	$ 7,650.00
12)	2 EA	6" Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: FIFTY THREE HUNDRED dollars and NO cents per linear foot. (Pay Note W10)	$ 5,300.00	$ 10,600.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	2160 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note W11)	$ 10.00	$ 21,600.00
Total Water Items 1-13		$ 487,000.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: TWO HUNDRED FIFTY dollars and NO cents per square yard. (Pay Note P1)	$ 250.00	$ 1,500.00
2)	230 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: FIFTY dollars and NO cents per linear foot. (Pay Note P2)	$ 50.00	$ 11,500.00
3)	7 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: TWO HUNDRED TEN dollars and NO cents per square yard. (Pay Note P3)	$ 210.00	$ 1,470.00
4)	63 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: ONE HUNDRED TEN dollars and NO cents per square yard. (Pay Note P4)	$ 110.00	$ 6,930.00
5)	1300 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: SEVENTY dollars and NO cents per square yard. (Pay Note P5)	$ 70.00	$ 91,000.00
6)	260 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P6)	$ 8.00	$ 2,080.00
7)	1400 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: NINETY TWO dollars and NO cents per square yard. (Pay Note P7)	$ 92.00	$ 128,800.00
Total Paving Items 1-7			$ 243,280.00	

Bid Price For:	
1. Miscellaneous Items	$ 41,400.00
2. Demolition Items	$ 38,900.00
3. Water Items	$ 487,000.00
4. Paving Items	$ 243,280.00
Total Price	$ 810,580.00

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

EIGHT HUNDRED TEN THOUSAND FIVE HUNDRED EIGHTY dollars

and NO cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 120 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

FORTY THOUSAND FIVE HUNDRED TWENTY NINE dollars

and NO cents total. ($ 40,529.00)

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 TEC EXCAVATION, INC.

Twyla Clutter Twyla Clutter Pres.

Submitted By Print Name and Title

P.O. BOX 80455

Mailing Address

MIDLAND TX 79708

City State Zip

PAY NOTES

Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
Water Items		
1	6" AWWA C-900 DR18, PVC, Water Main	W1
2	12"x6" Tee (MJxFL)	W2
3	6"x6" Tee (MJxFL)	W2
4	12" Gate Valve & Box (MJxMJ/FL)	W3
5	6" Gate Valve & Box (MJxMJ/FL)	W3
6	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W4
7	Connect to Existing Water Main	W5
8	6"x1" Tapping Saddle	W6
9	1" Water Service Connection	W7
10	1" Water Service Lateral	W8
11	Water Meter Installation (New Service Lateral)	W9
12	6" Gate Valve & Box Replacement / Installation (Stand Alone)	W10
13	Open Trenching of Water Main	W11
Paving Items		
1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	Concrete Pedestrian Access Ramp Repair	P3
4	4" Concrete Sidewalk Repair	P4
5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

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

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tee per the construction drawings and City of Midland standards and specifications, including all joint restraints, embedment, thrust blocking, and appurtenances. Valves are addressed in a separate pay note. Measurement and payment to be made per each tee installed.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W9 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W10 Includes the necessary equipment, labor, materials, and incidentals for a Gate Valve & Box Replacement / Installation (Stand Alone) per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box replaced or installed. Includes valves associated with tapping sleeves.

W11 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P4 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

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

Whereas, the Principal has submitted a bid for

Jefferson Street, Atlanta Street, and Harrison Street
Water Improvements Project No. P21-04

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

Signed and sealed this **9th** day of **November**, A.D. 20**22**.

Attest:

By: _____

TEC Excavation, Inc.
(Principal)

By _____ (SEAL)

Witness: _____

Merchants Bonding Company (Mutual)

By _____ (SEAL)
Kevin J. Dunn, Attorney-in-Fact

Form S-3266-4 Printed in U.S.A. 12-70

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Jefferson Street, Atlanta Street, and Harrison Street Water Improvements.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2022

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 14th day of December, 2022, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and TEC Excavation, Inc. of the City Midland, County of Midland, State of TX, 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: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $810,580.00.

INSURANCE

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised November 2022

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 Jefferson Street, Atlanta Street, and Harrison Street Water Improvements , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2022

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____Jefferson Street, Atlanta Street, and Harrison Street Water Improvements_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised October 2022

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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2. MATERIALS 1
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CURB AND GUTTER *2*
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4. BACKFILL AND CLEANUP 6

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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

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

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

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

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

MIDLAND
Engineering Services

ADDENDUM #01

Project Number P21-04

TO ALL BIDDERS ON THE SUBJECT BID: Jefferson Street, Atlanta Street, and Harrison Street Water Improvements

ADDENDUM #01

DATE: November 4, 2022

1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Agenda
3. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

TEC EXCAVATION, INC.
Company Name

Twyla Clutter
Bidder Authorized Signature

11/9/22
Date

Twyla Clutter
Please Print Above Name

432-682-2619
Phone

Jefferson Street, Atlanta Street, and Harrison Street Water Improvements
Project Number P21-04

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: 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 must include documentation with the bid submittal proving that they possess an active license equivalent to or a higher class than a Water Operator D license and also an active license equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license.

Clarification: Contractor is responsible for all construction staking during this project.

Clarification: Contractor is responsible for all construction testing during this project.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed. Contractor must notify affected properties at least two (2) business days prior to any planned access interruption.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Contractor is to take particular care when working in the vicinity of Travis Elementary, Travis Baptist Church, and Dunagan Park. These areas may potentially see considerable pedestrian traffic, including numerous small children, and every precaution should be taken to keep the work area as secure as possible when the construction activity reaches these areas.

Question: Do you think this project will be at the same time as the other (UEP 05)?
Answer: Yes, the work for the Utility Extension Program 05 will overlap with the work for this project.

Jefferson Street, Atlanta Street, and Harrison Street Water Improvements
Non-Mandatory Pre-Bid Meeting Agenda
Project No. P21-04
November 2, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Gabe McClelland – Senior Engineering Manager
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Josh Ferguson – Assistant City Engineer
   - Jesse Trejo – Construction Manager, construction management and inspections
   - Madison Brasuell – Project Manager, document processing & payments
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - The project will include the removal, abandonment, replacement, relocation, and installation of existing and proposed water infrastructure and appurtenances necessary to complete the work as outlined in the Construction Drawings and Specifications and to satisfactorily complete the work.
   - In general, this project involves replacing the existing water mains with new water mains along Jefferson Street, Atlanta Street, and Harrison Street between Hicks Avenue and Gist Avenue.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jferguson@midlandtexas.gov

   - 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, November 4, 2022 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders who mail bid packets are to address them to one of the addresses below:

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

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

- **Bid Opening is (Wednesday), November 9, 2022 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed in the Bid Packet's Special Provision section, sub-section 4. Payment.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project.

- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for all Traffic Control for this project.
  - Contractor is responsible for coordinating with the City during this project.
  - Contractor is responsible for maintaining access to adjacent properties during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned access interruption.
- Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Material stored on site must be property stored and protected from damage and weathering.
- Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles or spoils, backfill, material, etc. are to include perimeter sand bag BMPs or similar temporary erosion protection emplacements at all times.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - Contractor is to take particular care when working in the vicinity of Travis Elementary, Travis Baptist Church, and Dunagan Park. These areas may potentially see considerable pedestrian traffic, including numerous small children, and every precaution should be taken to keep the work area as secure and safe as possible when the construction activity reaches these areas.
   - Contractor is reminded that this project is located in an urban environment. Trees and overhead lines are common, and contractor is to provide proper equipment to complete all required work for this project in an urban environment.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

P21-04

Jefferson Streeet, Atlanta Street, and Harrison Street Water Improvements

Date: 11-02-2022 - 3:00 PM

PACKET 6.260 December 13, 2022

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Mirna Garcedos	City of Midland	432-685-7290		mgarcedos@midlandtexas.gov
	Erika Martinez	" "	432-685-7980		emartinez@ " "
	JESSE TIJERINA	COM	432-685-7905		JTIJERINA@MIDLANDTEXAS.GOV
	Bobby Buscarino	Com	432 685 7529		bbuscarino@midlandtexas.gov
	Madison Brasuell	COM	—	—	mbrasuell@midlandtexas.gov
	Michael Williams	Com			MDwilliams@Midlandtexas.gov
	Ever Rodriguez	ENTRENCH	15754921914		ever@entrenchinc.com

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

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

November 9, 2022

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

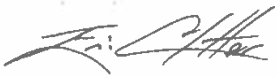
Project: Jefferson St., Atlanta St., and Harrison St. Water Improvements

Josh,

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

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

Eric Clutter, Vice-President
TEC Excavation, Inc.



JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS
PROJECT NUMBER: P21-04
JULY 2022

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
DAN CORRALES	AT LARGE
ROBIN POOLE	AT LARGE

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

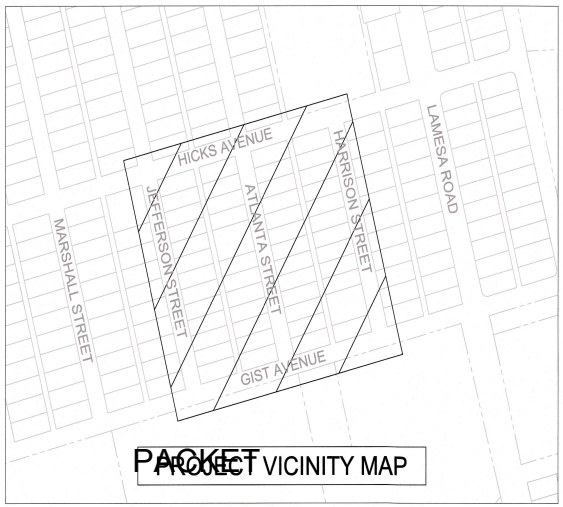
CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ, P.E.

PROJECT ENGINEER
JOSHUA FERGUSON, P.E.
OFFICE: (432) 685-7290
EMAIL: JFERGUSON@MIDLANDTEXAS.GOV

DESIGNER
PATRICIA KINGSTON

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702



PROJECT VICINITY MAP

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2	GENERAL NOTES
3 TO 4	EXISTING CONDITIONS
5 TO 6	EROSION CONTROL PLAN
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PACKET 6.262 December 13, 2022

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Rev. No.	Date	By	Description

MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS
COVER SHEET

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
07-01-22

1
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\03 DWGS\TLT\P21-04-LTL01 COVR.dwg Jul 22, 2022 - 10:25am jpingston

GENERAL NOTES:

1. THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS AT JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET FROM HICKS AVENUE TO GIST AVENUE.
2. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.
4. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
5. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.
7. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
8. 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.
9. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
10. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
11. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

DEMOLITION NOTES:

A. 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.
B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
C. EXISTING 4" CAST IRON WATER MAIN PIPE AND ALL OTHER EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.
D. EXISTING WATER MAIN PIPE IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2-SACK = 188 POUNDS PER CUBIC YARD) AND CAPPED AT BOTH ENDS OF ABANDONED PIPE SECTION.
E. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.
F. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.
G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.
H. ALL EXISTING WATER LATERAL ANDS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

CONSTRUCTION NOTES:

1. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
2. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
3. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
4. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
5. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
6. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
7. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
8. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
9. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

LEGEND:

- CONCRETE
- WATER VALVE COVER
- WATER LATERAL AND METER BOX WITHOUT METER
- WATER LATERAL AND METER BOX WITH METER
- FIRE HYDRANT
- MAILBOX
- FENCE
- RIGHT OF WAY
- W.L. — WATER MAIN
- W.W. — WASTEWATER MAIN

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MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
Josh Ferguson

2
OF 15

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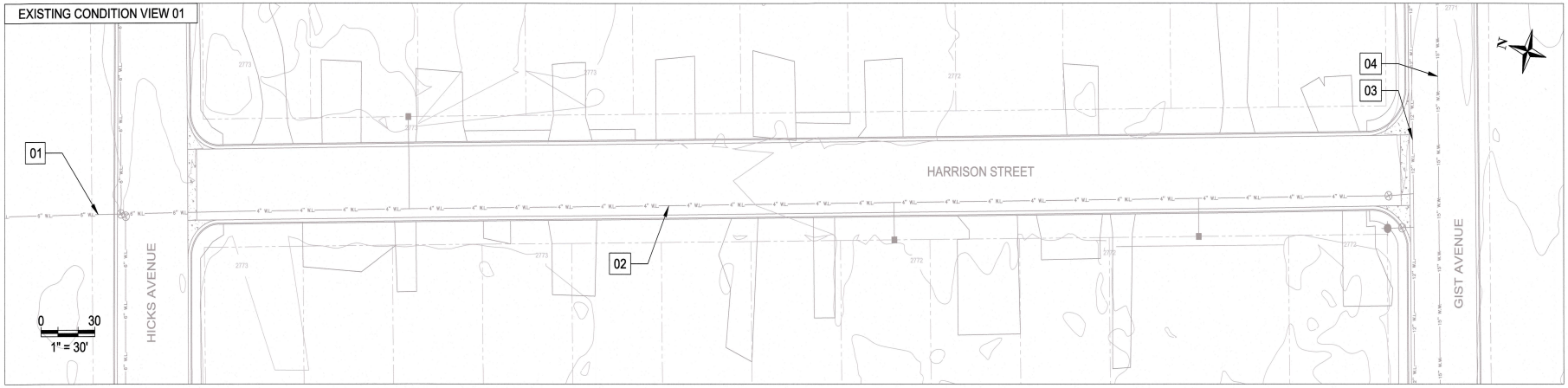
EXISTING CONDITION VIEW 01



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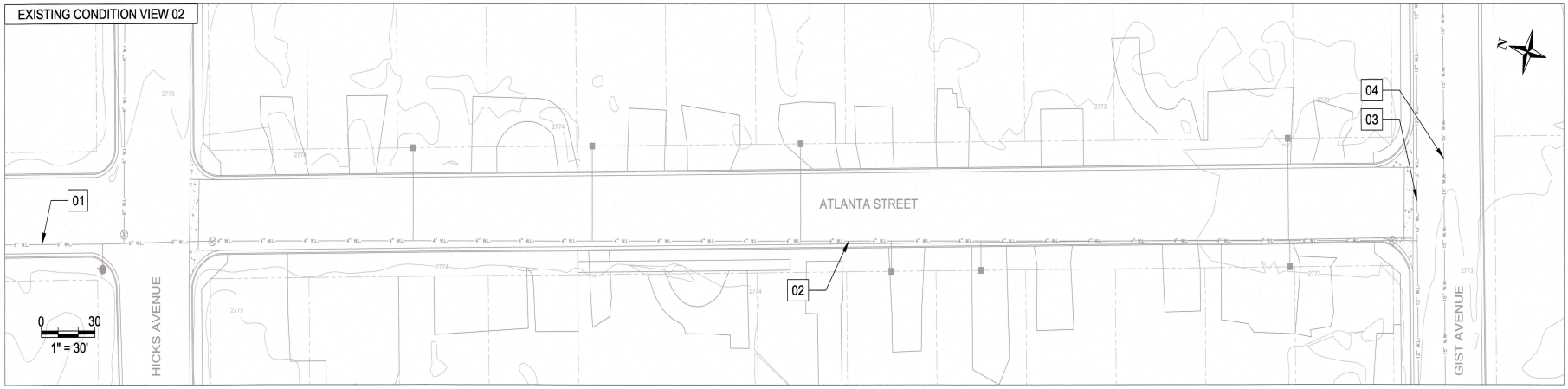

EXISTING CONDITION NOTES:

A) EXISTING GAS LINES, ELECTRIC LINES, AND COMMUNICATION LINES WERE LOCATED FROM ONE-CALL MARKINGS, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

B) CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

C) EXISTING PAVED SURFACES ARE ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.

EXISTING CONDITION KEYED NOTES:

01 EXISTING 6" WATER MAIN

02 EXISTING 4" WATER MAIN

03 EXISTING 12" WATER MAIN

04 EXISTING 15" WASTEWATER MAIN

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MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

EXISTING CONDITIONS 1 OF 2

STATE OF TEXAS JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER JUL 27 2022

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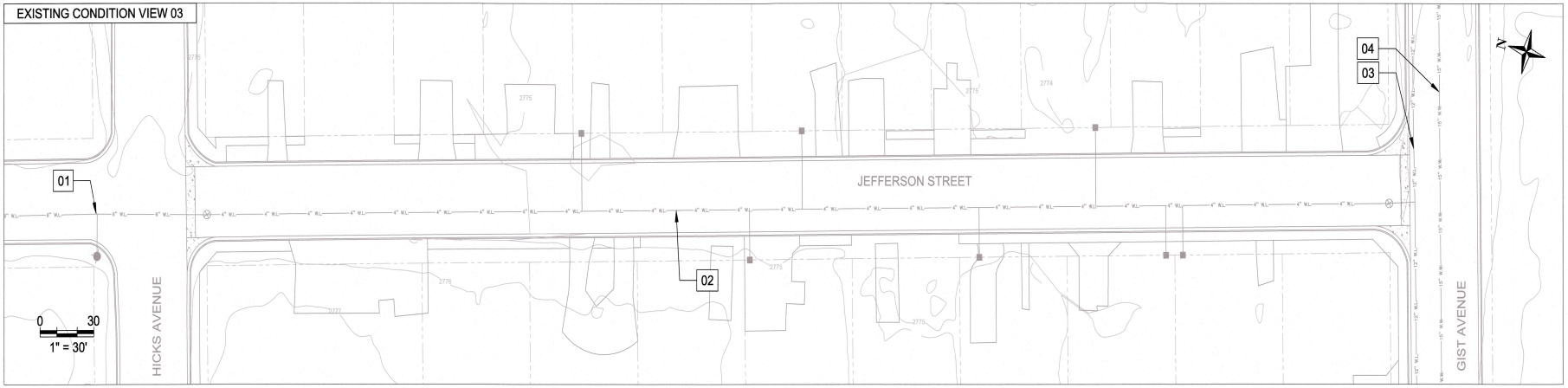
EXISTING CONDITION VIEW 03



EXISTING CONDITION NOTES:

A) EXISTING GAS LINES, ELECTRIC LINES, AND COMMUNICATION LINES WERE LOCATED FROM ONE-CALL MARKINGS, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

B) CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

C) EXISTING PAVED SURFACES ARE ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.

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01 EXISTING 6" WATER MAIN

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MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

EXISTING CONDITIONS 2 OF 2

STATE OF TEXAS JULY 27 2022 JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

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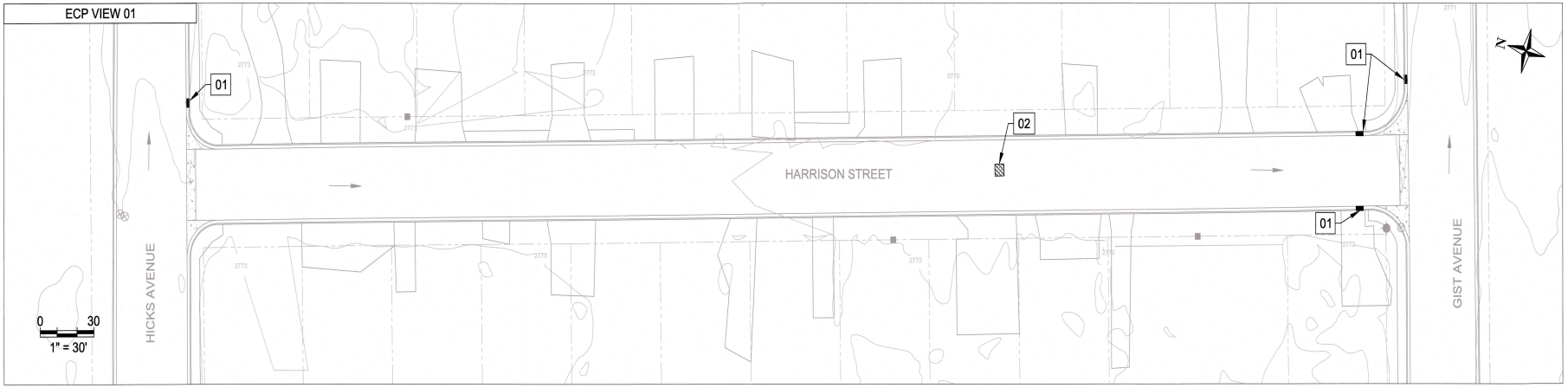

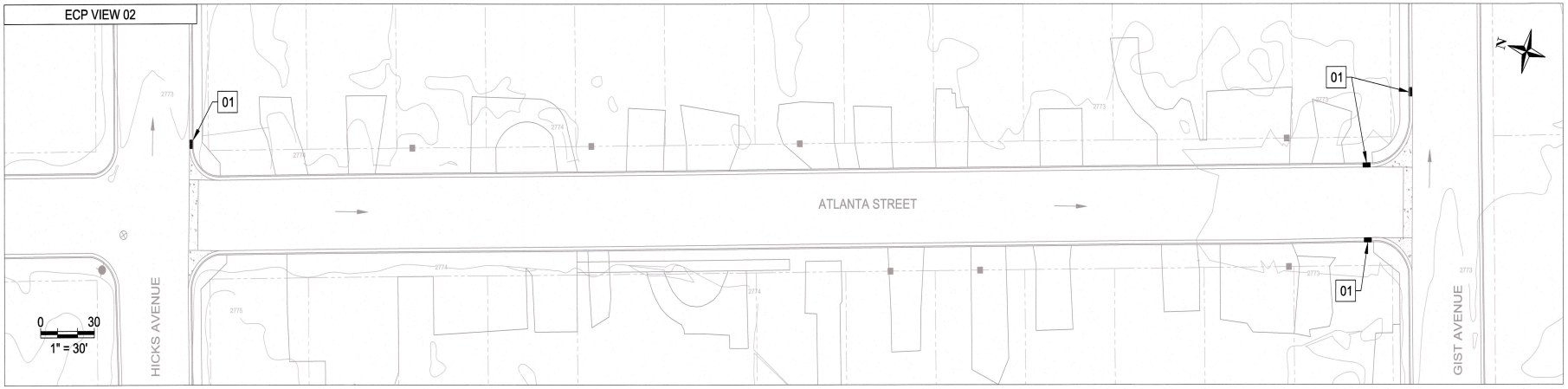

EROSION CONTROL NOTES:

A) INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B) CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C) CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D) ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

E) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

F) IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

EROSION CONTROL KEYED NOTES:

01 PLACE SAND BAGS IN GUTTER FLOWLINE AT ENDS OF PROJECT LIMITS.

02 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE-TRENCHES.

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MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

EROSION CONTROL PLAN 1 OF 2

STATE OF TEXAS JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER JUL 21 2022

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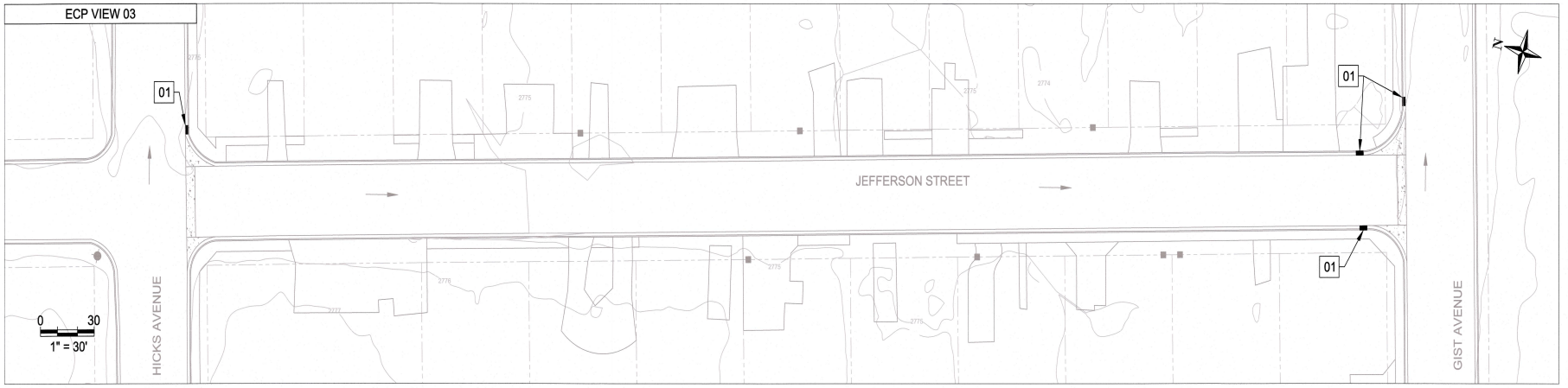

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C) CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D) ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

E) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

F) IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

EROSION CONTROL KEYED NOTES:

01 PLACE SAND BAGS IN GUTTER FLOWLINE AT ENDS OF PROJECT LIMITS.

02 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE-TRENCHES.

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JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

EROSION CONTROL PLAN 2 OF 2

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 21, 2022

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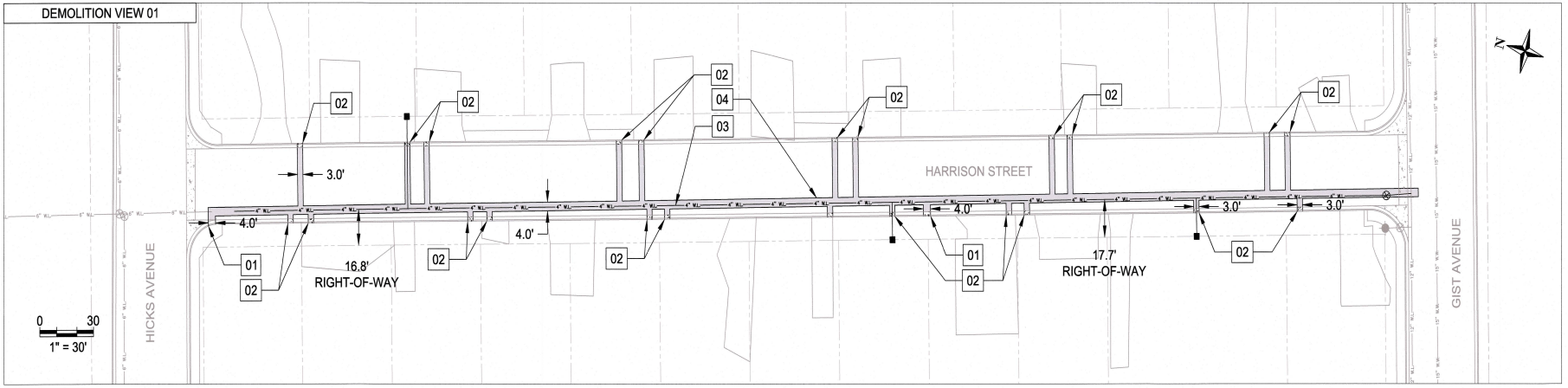

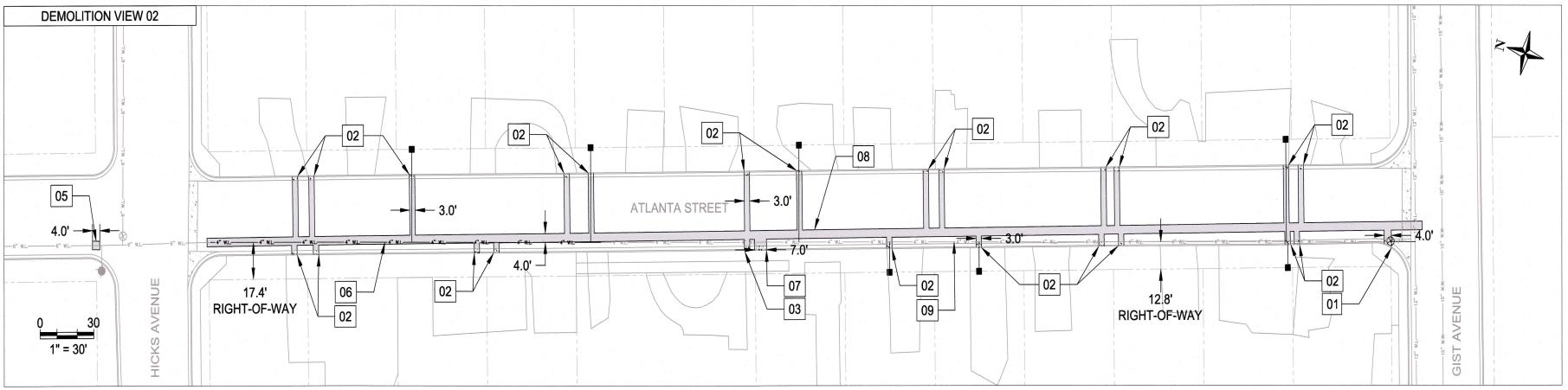

DEMOLITION NOTES:

A) ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES.

B) ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C) NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D) NOTIFY ENGINEER OF ANY CONFLICTS OF DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

E) TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO 4.0' FOR WATER MAIN TRENCHES AND FIRE LATERAL TRENCHES AND 3.0' FOR WATER SERVICE LATERAL TRENCHES UNLESS OTHERWISE NOTED. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

F) MATCH ALL PAVEMENT REMOVAL INDICATED TO PAVING INSTALLATION.

DEMOLITION KEYED NOTES:

01 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 4-LF.

02 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 3-LF.

03 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 657.2', ALONG HARRISON STREET.

04 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 422.5-SY.

05 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 1.8-SY.

06 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 217.6', ALONG ATLANTA STREET.

07 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 7-LF.

08 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 430.6-SY.

09 ABANDON EXISTING 4" WATER MAIN IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LB/CY), APPROXIMATELY 1.5-CY FOR 454.8' OF PIPE, ALONG ATLANTA STREET.

10 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 674.0', ALONG JEFFERSON STREET.

11 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 430.1-SY.

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JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

DEMOLITION PLAN 1 OF 2

STATE OF TEXAS
JOSHUA C. FERGUSON
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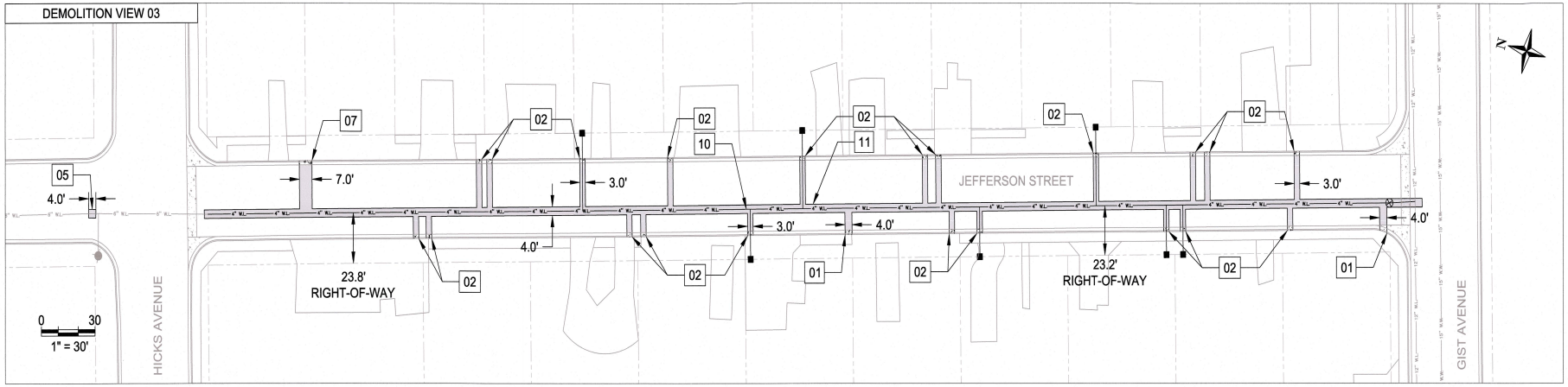


DEMOLITION NOTES:

A) ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES.

B) ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C) NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D) NOTIFY ENGINEER OF ANY CONFLICTS OF DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

E) TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO 4.0' FOR WATER MAIN TRENCHES AND FIRE LATERAL TRENCHES AND 3.0' FOR WATER SERVICE LATERAL TRENCHES UNLESS OTHERWISE NOTED. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

F) MATCH ALL PAVEMENT REMOVAL INDICATED TO PAVING INSTALLATION.

DEMOLITION KEYED NOTES:

01 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 4-LF.

02 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 3-LF.

03 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 657.2', ALONG HARRISON STREET.

04 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 422.5-SY.

05 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 1.8-SY.

06 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 217.6', ALONG ATLANTA STREET.

07 REMOVE AND REPLACE 6" STANDARD CONCRETE CURB TY A, OR MATCH EXISTING, APPROXIMATELY 7-LF.

08 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 430.6-SY.

09 ABANDON EXISTING 4" WATER MAIN IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LB/CY), APPROXIMATELY 1.5-CY FOR 454.8' OF PIPE, ALONG ATLANTA STREET.

10 REMOVE EXISTING 4" WATER MAIN, APPROXIMATELY 674.0', ALONG JEFFERSON STREET.

11 REMOVE AND REPLACE 2" TYPE 'D' HMAC ASPHALT PAVEMENT, APPROXIMATELY 430.1-SY.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE: 1:30
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

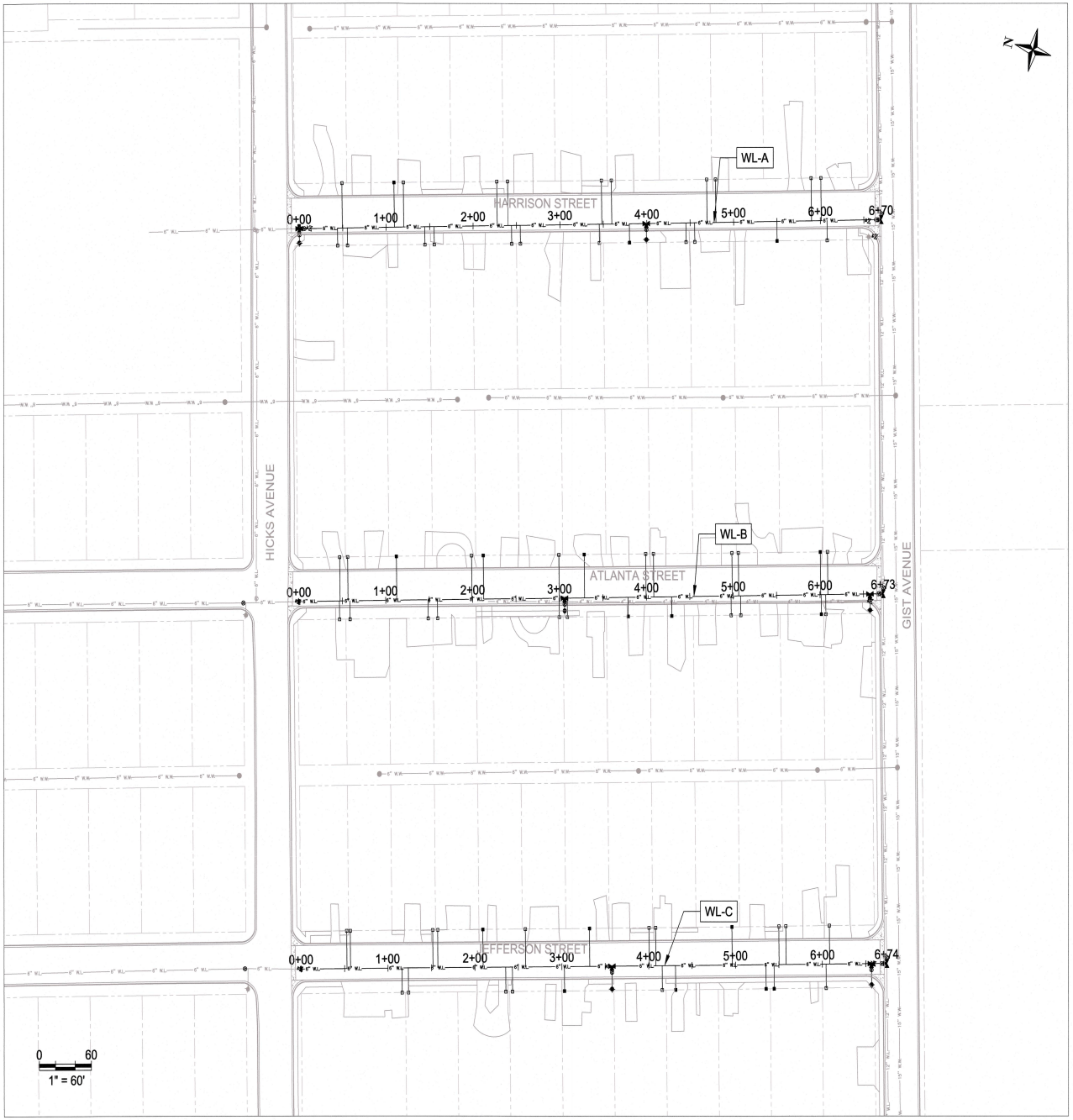
JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

DEMOLITION PLAN 2 OF 2

STATE OF TEXAS JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER 07/31/2022

8
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Proj Rehab\03 DWGS\3.1 DWG\PLT\P21-04-LAYL05 DEMO.dwg Jul 21, 2022 - 8:08am johnpatton



WATER PLAN NOTES:

A) ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

B) ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

C) ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.

D) INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAIL 310(A) & 320, SHEET 13.

E) ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

F) ALL NEW WATER VALVES TO BE LOCATED ADJACENT TO CROSS OR TEE FITTINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

G) ALL NEW WATER MAINS TO MAINTAIN A MINIMUM COVER OF 3.5', AND A MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING GAS LINES OR COMMUNICATIONS.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE: 1:60
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

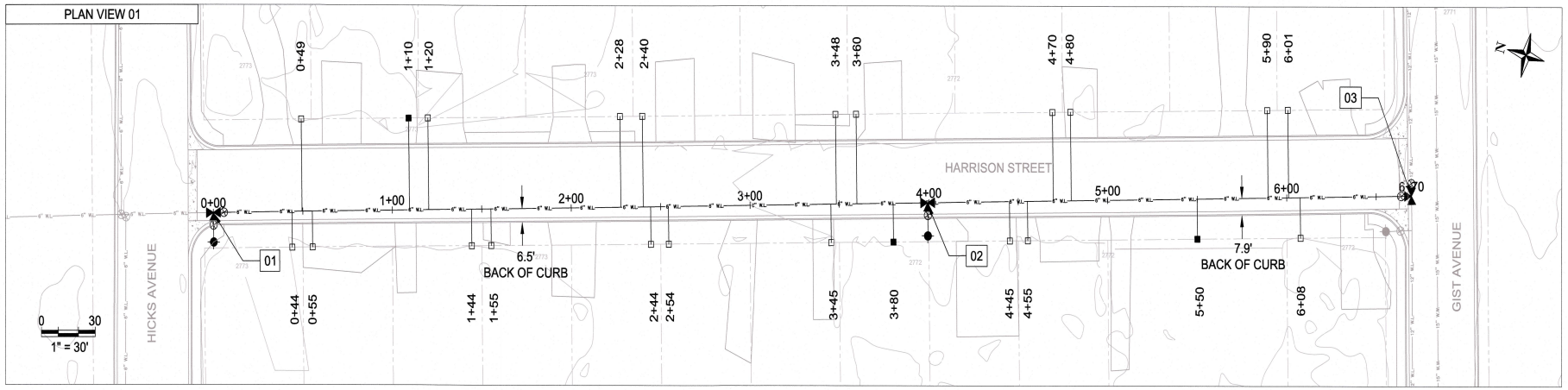
JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

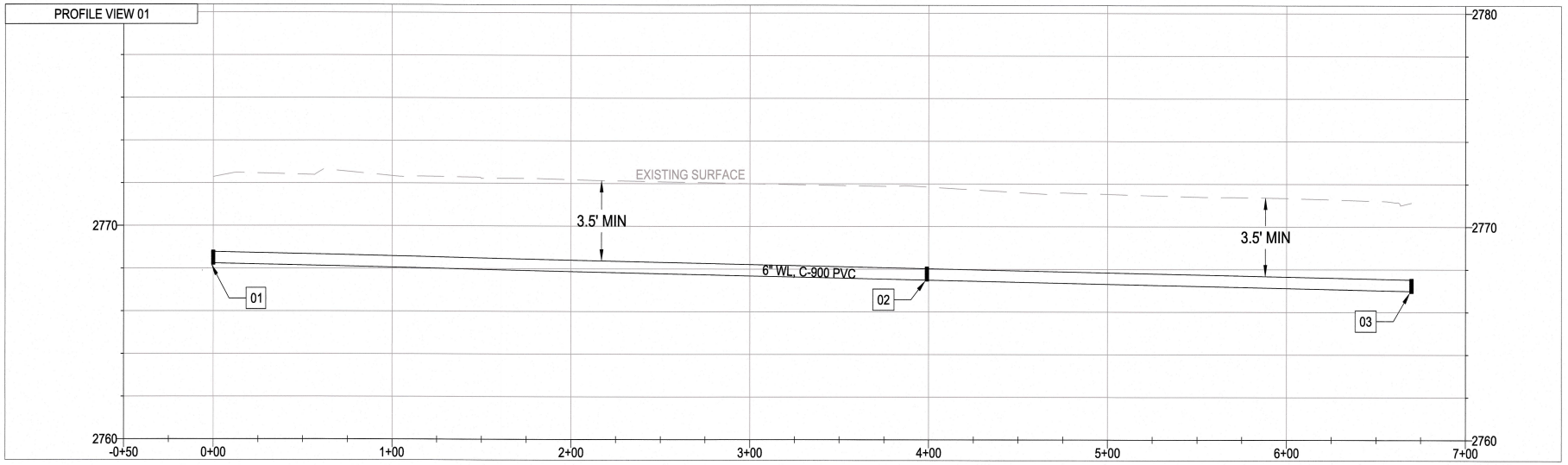
MASTER PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 27 2022

9
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Proj Rehab\03 DWG\03.1 DWG\UTILITY\P21-04-UTILITY MST.dwg Jul 21, 2022 - 11:10am jdingston





WATER CONSTRUCTION NOTES:

I) ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

II) EXISTING METERS AND BOXES ARE TO REMAIN UNLESS OTHERWISE NOTED.

III) ALL WATER LATERALS ALONG HARRISON STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

IV) ALL WATER LATERALS ALONG ATLANTA STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

V) ALL WATER LATERALS ALONG JEFFERSON STREET TO BE 36.5' EAST AND 23.5' WEST FROM WATER MAIN.

WATER KEYED NOTES:

01 WL-A STA: 0+00.00
N: 10689551.240
E: 1760812.628
FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
13.6' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2768.24
CONNECT TO EXISTING 6" WATER MAIN.

02 WL-A STA:3+99.32
N: 10689164.788
E: 1760913.390
FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
15.5' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2767.49

03 WL-A STA: 6+69.78
N: 10688903.112
E: 171760981.547
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE, N (MJ X FL)
1 - 12" GATE VALVE, E (MJ X MJ)
WATER MAIN INV = 2766.98
CONNECT TO EXISTING 12" WATER MAIN.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: 1:3
HORIZ. SCALE: 1:30
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

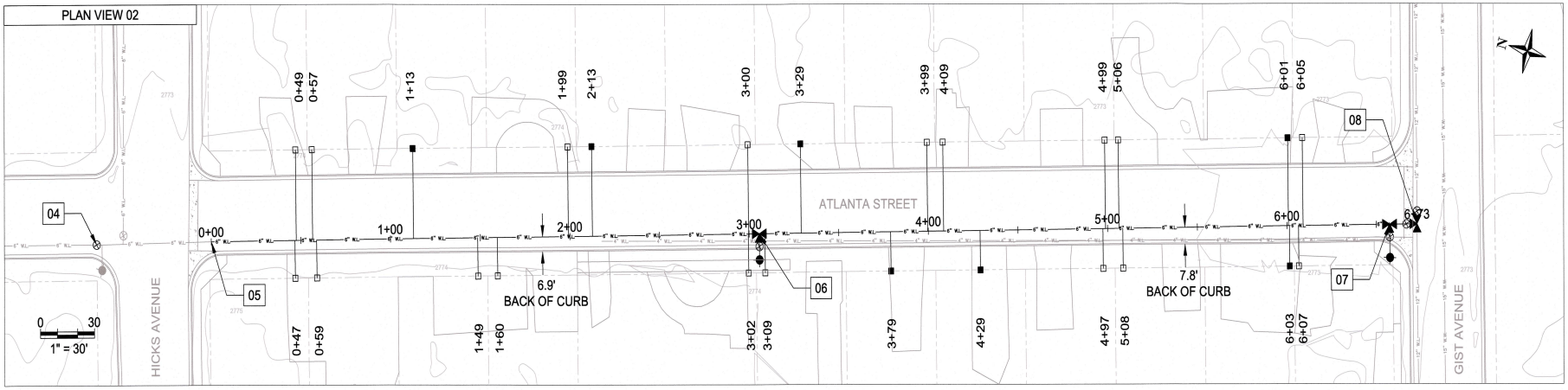
JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

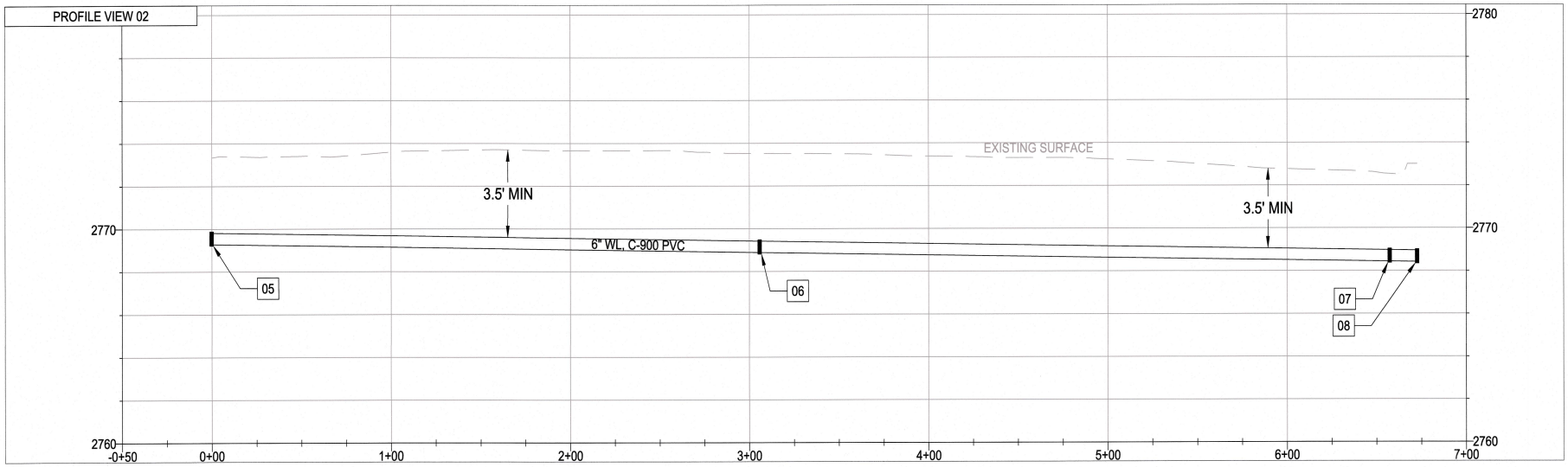
WATER PLAN & PROFILE
1 OF 3

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 28 2022

10
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\300 DWG\83.1 DWG\UTLP21-04-UTL08 P&P.dwg Jul 21, 2022 - 9:01am pkingston





WATER CONSTRUCTION NOTES:

I) ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

II) EXISTING METERS AND BOXES ARE TO REMAIN UNLESS OTHERWISE NOTED.

III) ALL WATER LATERALS ALONG HARRISON STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

IV) ALL WATER LATERALS ALONG ATLANTA STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

V) ALL WATER LATERALS ALONG JEFFERSON STREET TO BE 36.5' EAST AND 23.5' WEST FROM WATER MAIN.

WATER KEYED NOTES:

04 STAND-ALONE VALVE 01:
N: 10689527.805
E: 1760447.312
SET VALVE ON NORTH SIDE OF
EXISTING TEE FITTING.
1 - 6" GATE VALVE (MJ X MJ)

05 WL-B STA: 0+00.00
N: 10689466.000
E: 1760463.875
WATER MAIN INV = 2769.28
CONNECT TO EXISTING 6" WATER MAIN.

06 WL-B STA: 3+05.75
N: 10689169.990
E: 1760540.432
FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
18.3' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2768.89

07 WL-B STA: 6+57.32
N: 10688829.619
E: 1760628.462
FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
15.6' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2768.44

08 WL-B STA: 6+72.59
N: 10688814.837
E: 1760632.285
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE, N (MJ X FL)
1 - 12" GATE VALVE, E (MJ X MJ)
WATER MAIN INV = 2768.42
CONNECT TO EXISTING 12" WATER MAIN.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: 1:3
HORIZ. SCALE: 1:30
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

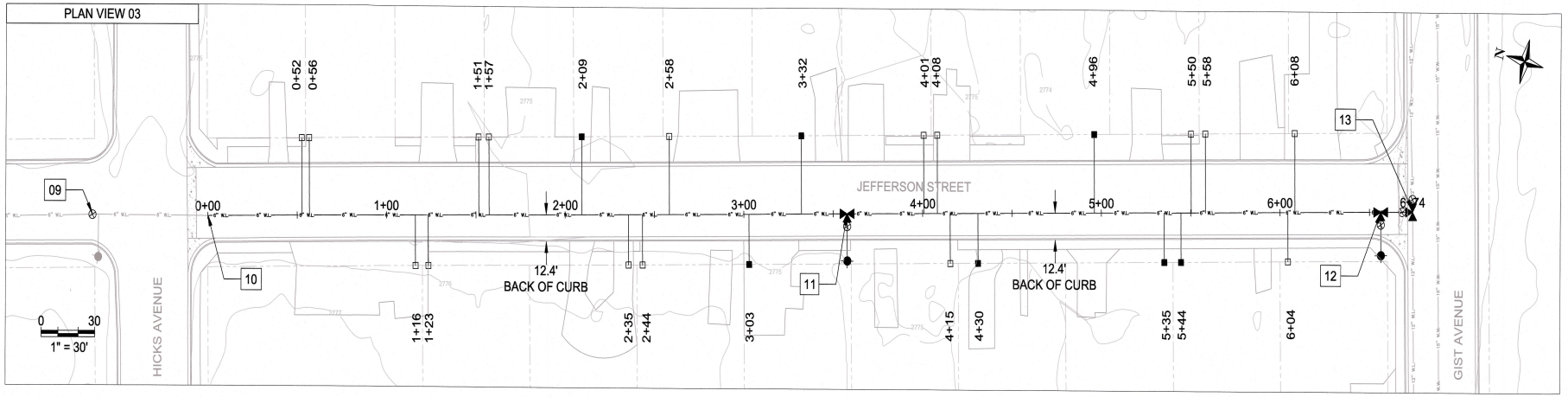
JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

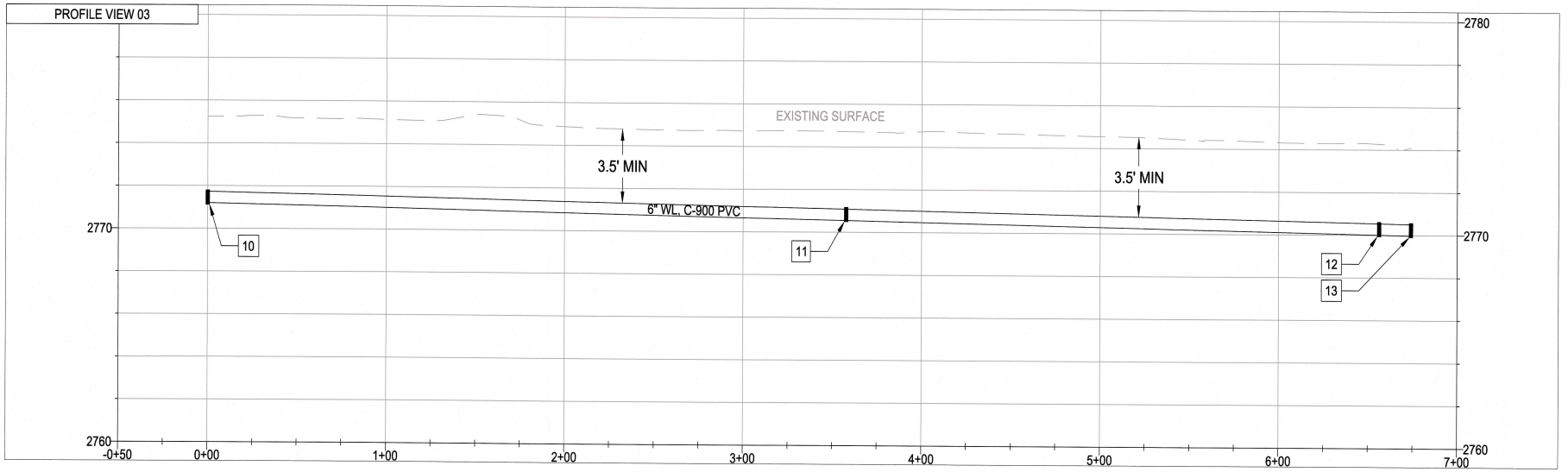
WATER PLAN & PROFILE
2 OF 3

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 27 2022

11
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\03 DWG\01\P21-04-UTL06 P&P.dwg Jul 21, 2022 - 9:01am pkingston





WATER CONSTRUCTION NOTES:

I) ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

II) EXISTING METERS AND BOXES ARE TO REMAIN UNLESS OTHERWISE NOTED.

III) ALL WATER LATERALS ALONG HARRISON STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

IV) ALL WATER LATERALS ALONG ATLANTA STREET TO BE 42.0' EAST AND 18.0' WEST FROM WATER MAIN.

V) ALL WATER LATERALS ALONG JEFFERSON STREET TO BE 36.5' EAST AND 23.5' WEST FROM WATER MAIN.

WATER KEYED NOTES:

09 STAND-ALONE VALVE 02:
N: 10689441.784
E: 1760105.897
SET VALVE ON NORTH SIDE OF
EXISTING TEE FITTING.
1 - 6" GATE VALVE (MJ X MJ)

10 WL-C STA: 0+00.00
N: 10689378.960
E: 176021.059
WATER MAIN INV = 2771.20
CONNECT TO EXISTING 6" WATER MAIN.

11 WL-C STA: 3+57.72
N: 10689032.404
E: 1760209.394
FIRE HYDRANT ASSEMBLY
1 - 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
22.0' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2770.55

12 WL-C STA: 6+56.27
N: 10688743.109
E: 171760283.173
FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
20.3' - 6" FIRE LATERAL (C-900 PVC)
WATER MAIN INV = 2770.01

13 WL-C STA: 6+74.07
N: 10688725.858
E: 1760287.573
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE, N (MJ X FL)
1 - 12" GATE VALVE, E (MJ X MJ)
WATER MAIN INV = 2769.98
CONNECT TO EXISTING 12" WATER MAIN.

PACKET

6.2.2

December 13, 2022

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: 1:3
HORIZ. SCALE: 1:30
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

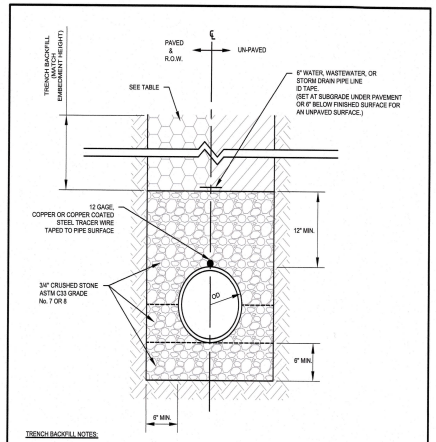
JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

WATER PLAN & PROFILE
3 OF 3

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 21 2022

12
OF 15

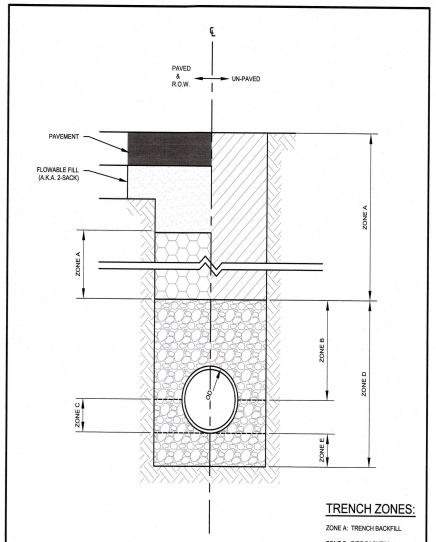
File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\03 DWG\SUT\P21-04-UTL08 PAP.dwg Jul 21, 2022 - 9:01am pbingham



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

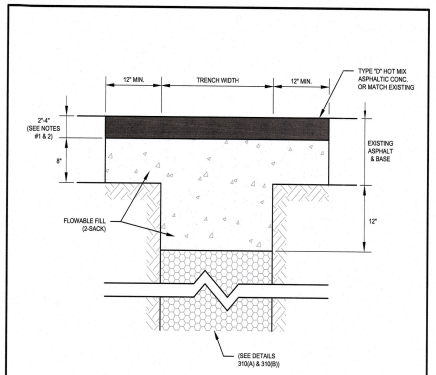
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

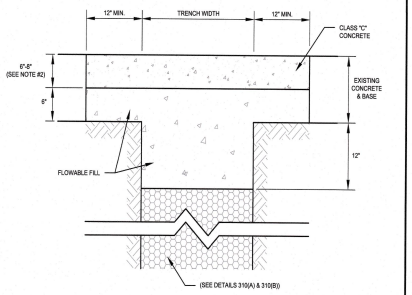
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(B)



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 86% 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.

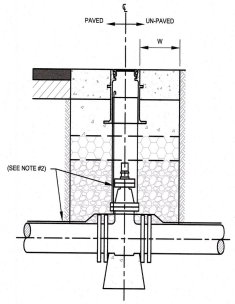
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	ASPHALT TRENCH PAVEMENT REPLACEMENT		311



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 8" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 8" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE TRENCH PAVEMENT REPLACEMENT		312



CROSS SECTION VIEW



PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

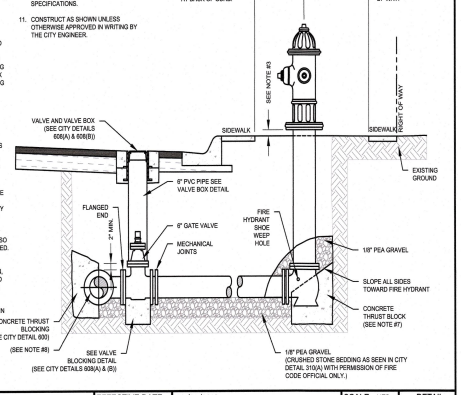
DRAWN: PAK	EFFECTIVE DATE: P21-04 WATER IMPROVEMENTS	SCALE: NTS	DETAIL:
CHECKED: JCF			
APPROVED: JEO	VALVE DETECTOR WIRE END		320

811 Know what's below. Call before you dig.

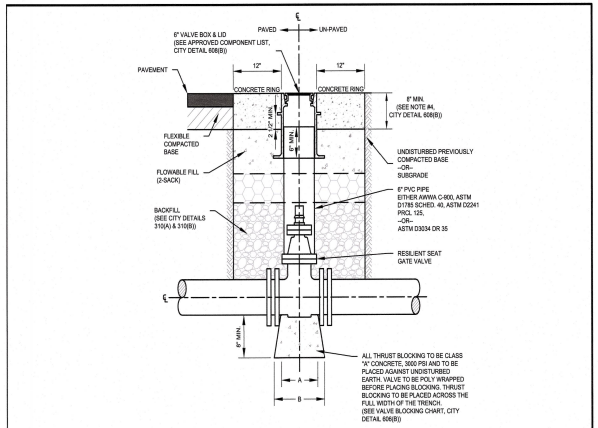
| | | |

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX		608(A)
APPROVED: MCC			

APPROVED COMPONENT LIST

NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 MJ	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 360-1 "SHORTY"
2	M & H 4067 MJ	M & H 4067-0	OR APPROVED EQUAL
3	CLOW 2838 MJ	CLOW 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

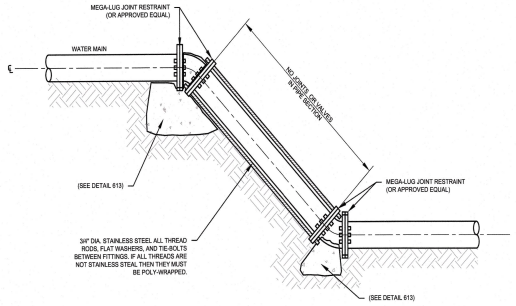
VALVE BLOCKING CHART

PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	8.5"	1'-0"
10"	8.0"	1'-1.5"
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 3-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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX DETAILS		608(B)
APPROVED: MCC			



NOTES:

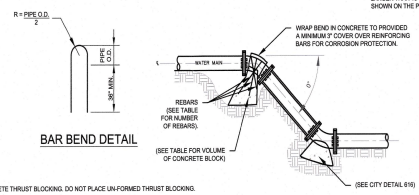
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	WATER MAIN VERTICAL OFFSET		612
APPROVED: MCC			

DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 160 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE:
PROJECT NO.: P21-04
DATE: JULY 2022

MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

DETAIL SHEETS
2 OF 3

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 21 2022

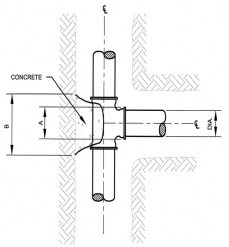
14
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\03 DWGS\3.1 DWG\UTILITY\P21-04-UTL09 DTL.dwg Jul 21, 2022 - 9:02am jshingleton

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2KSF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 8"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 8"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



TEE

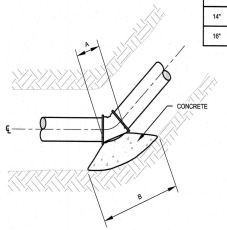
NOTE:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2KSF

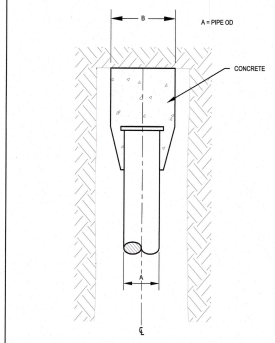
DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-8"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-0"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-8"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-8"	2'-8"	2'-8"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



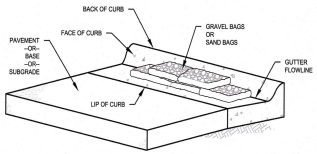
CAP BLOCKING

PIPE OD A	BLOCKING DIMENSIONS	
	B	*C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

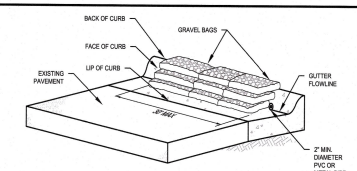
NOTES:
1. CAP ALL WATER MAIN STUB OUTS.
2. FORM ALL CONCRETE THRUST BLOCKING . DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CAP		617
APPROVED: MCC			

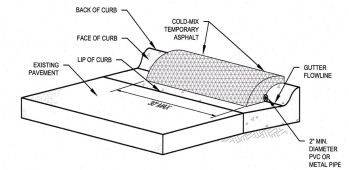


NOTES:
1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS	DETAIL:
CURB GRAVEL OR SAND BAGS			712



CURB GRAVEL BAG



CURB COLD-MIX
TEMPORARY ASPHALT

NOTES:
1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS	DETAIL:
TEMPORARY CURB PROTECTION			713

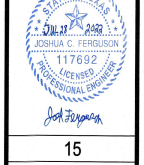
811 Know what's below. Call before you dig.

DRAWN/DESIGNED: PAK				
CHECKED: JCF				
APPROVED: JCF				
VERT. SCALE:				
HORIZ. SCALE:				
PROJECT NO.: P21-04				
DATE: JULY 2022	Rev. No.	Date	By	Description

MIDLAND Engineering Services

JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS

DETAIL SHEETS
3 OF 3



15
OF 15

File: P:\Engineering Services\Engineering Projects\2021\P21-04 Jefferson Pvng Rehab\03 DWG\SUT\P21-04-UT1.06 DT.dwg Jul 21, 2022 - 9:02am plangston

PACKET

December 13, 2022

City Council Meeting

Item Number: 7

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE MICHIGAN AVENUE UTILITY PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,707,794.00; APPROVING $170,779.40 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Resolution awarding the execution of a contract for the Michigan Avenue Utility Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Fund operating budget and will be transferred and appropriated to a project for the said purposes.

Discussion:

Motion 124-2022 approved plans and specifications and authorized advertisement for sealed bids for the Michigan Avenue Utility Project for the Utilities Department. The bid request was sent to ninety-four (94) companies. We received two (2) bids. Staff recommends awarding a contract to Boler Equipment Service, Inc. for the amount of $1,707,794.00. The project timeline is projected at 270 calendar days. Please see the attached memo from Jose Ortiz, Engineering Service Director, for more information.

Therefore, please consider a resolution awarding a contract for the Michigan Avenue Utility Project for the Utilities Department to Boler Equipment Service, Inc. of Midland, Texas for the

amount of $1,707,794.00. Staff is also requesting an additional $170,779.40 in contingencies, plus $50,000.00 for project related expenses for a total cost of $1,928,573.40

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Service Director

SUBJECT: Michigan Avenue Utility Improvements Project ♦ Engr. Project No. PU21-02 ♦ Bid Tabulation ♦ Funding #_____

DATE: December 14, 2022

Erika,

Engineer staff has reviewed the bid tabulation for the Michigan Avenue Utility Improvements Project. Boler Equipment Service, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Michigan Avenue Utility Improvements Project to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Michigan Avenue Utility Improvements Project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,707,794.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$170,779.40** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$1,928,573.40**.

The agreement specifies a construction period of 270 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Jose Ortiz
Engineering Service Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MICHIGAN AVENUE UTILITY PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,707,794.00; APPROVING $170,779.40 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, Motion 124-2022 approved plans and specifications and authorized advertisement for sealed bids for the Michigan Avenue Utility Project; and

WHEREAS, Bid No. PU21-02 was opened on November 17, 2022 with the lowest and most responsible bid being submitted by Boler Equipment Service, Inc., as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

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

WHEREAS, the City Council finds it to be in the public interest to award a contract to Boler Equipment Service, Inc., for the Michigan Avenue Utility Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $170,779.40 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to approve $50,000.00 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Boler Equipment Service, Inc., for the amount of $1,707,794.00 for the Michigan Avenue Utility Project. Said contract being attached hereto as Exhibit B and incorporated herein for all purposes.

SECTION TWO. That the sum of $170,779.40 for contingencies is hereby approved

for said contract.

SECTION THREE. That the sum of $50,000.00 for project related expenses is hereby approved for said contract.

SECTION FOUR. That funds are available in the Utilities Fund operating budget and will be transferred and appropriated to a project for the said purposes.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., pursuant to the terms of said contract from funds available in the project for said purposes upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Michigan Avenue Utility Improvements

Project Number: PU21-02
City of Midland - Engineering Services
November 17, 2022

BID TAB					Boler Equipment Service, Inc.			TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	9	MO	$5,555.00	$49,995.00	$ 49,995.00	$7,000.00	$63,000.00	$ 63,000.00
2	M2	16" PVC Pipe Casing, SDR 26 ASTM D2241	180	LF	$140.00	$25,200.00	$ 25,200.00	$255.00	$45,900.00	$ 45,900.00
3	M3	Erosion/Sediment Control	9	MO	$800.00	$7,200.00	$ 7,200.00	$2,000.00	$18,000.00	$ 18,000.00
4	M4	Traffic Control	9	MO	$3,450.00	$31,050.00	$ 31,050.00	$6,000.00	$54,000.00	$ 54,000.00
5	M5	Job Site Safety	9	MO	$800.00	$7,200.00	$ 7,200.00	$2,000.00	$18,000.00	$ 18,000.00
6	M6	Material Mark-up	N/A	%	18%	N/A	N/A	15%	N/A	N/A
7	M7	Labor Mark-up (Regular Work Hours)	N/A	%	18%	N/A	N/A	15%	N/A	N/A
8	M8	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	18%	N/A	N/A	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	1940	LF	$15.00	$29,100.00	$ 29,100.00	$20.00	$38,800.00	$ 38,800.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	180	CY	$105.00	$18,900.00	$ 18,900.00	$200.00	$36,000.00	$ 36,000.00
3	D3	Removal & Disposal of Existing Fire Hydrant Assembly	7	EA	$500.00	$3,500.00	$ 3,500.00	$2,000.00	$14,000.00	$ 14,000.00
4	D4	Removal & Disposal of Existing Unclassified Pavement	2700	SY	$2.75	$7,425.00	$ 7,425.00	$10.00	$27,000.00	$ 27,000.00
5	D5	Removal & Disposal of Existing Concrete Curb & Gutter	80	LF	$5.00	$400.00	$ 400.00	$10.00	$800.00	$ 800.00
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	2	SY	$10.00	$20.00	$ 20.00	$250.00	$500.00	$ 500.00
1	W1	16" AWWA C-900, PVC, Water Main	100	LF	$192.00	$19,200.00	$ 19,200.00	$245.00	$24,500.00	$ 24,500.00
2	W2	12" AWWA C-900, PVC, Water Main	800	LF	$124.00	$99,200.00	$ 99,200.00	$170.00	$136,000.00	$ 136,000.00
3	W3	8" AWWA C-900, PVC, Water Main	4660	LF	$88.00	$410,080.00	$ 410,080.00	$130.00	$605,800.00	$ 605,800.00
4	W4	6" AWWA C-900, PVC, Water Main	280	LF	$78.00	$21,840.00	$ 21,840.00	$120.00	$33,600.00	$ 33,600.00
5	W5	16" Gate Valve & Vault (MJxMJ/FL)	2	EA	$24,597.00	$49,194.00	$ 49,194.00	$28,000.00	$56,000.00	$ 56,000.00
6	W6	12" Gate Valve & Box (MJxMJ/FL)	4	EA	$4,838.00	$19,352.00	$ 19,352.00	$5,800.00	$23,200.00	$ 23,200.00
7	W7	8" Gate Valve & Box (MJxMJ/FL)	36	EA	$3,468.00	$124,848.00	$ 124,848.00	$2,900.00	$104,400.00	$ 104,400.00
8	W8	6" Gate Valve & Box (MJxMJ/FL)	9	EA	$2,642.00	$23,778.00	$ 23,778.00	$2,100.00	$18,900.00	$ 18,900.00
9	W9	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	7	EA	$5,466.00	$38,262.00	$ 38,262.00	$6,200.00	$43,400.00	$ 43,400.00
10	W10	Fire Hydrant Riser (> 5' Water Main Bury Depth)	7	VF	$1,433.00	$10,031.00	$ 10,031.00	$910.00	$6,370.00	$ 6,370.00
11	W11	Ductile Iron Fittings	2.8	TON	$15,845.00	$44,366.00	$ 44,366.00	$40,000.00	$112,000.00	$ 112,000.00
12	W12	Dresser Coupling	7	EA	$1,627.00	$11,389.00	$ 11,389.00	$1,800.00	$12,600.00	$ 12,600.00
13	W13	Connect to Existing Water Main	7	EA	$2,503.00	$17,521.00	$ 17,521.00	$3,800.00	$26,600.00	$ 26,600.00
14	W14	12"x2" Tapping Saddle	4	EA	$949.00	$3,796.00	$ 3,796.00	$630.00	$2,520.00	$ 2,520.00
15	W15	8"x2" Tapping Saddle	8	EA	$911.00	$7,288.00	$ 7,288.00	$570.00	$4,560.00	$ 4,560.00
16	W16	2" Water Service Connection	12	EA	$3,857.00	$46,284.00	$ 46,284.00	$2,000.00	$24,000.00	$ 24,000.00
17	W17	2" Water Service Lateral	320	LF	$7.00	$2,240.00	$ 2,240.00	$12.00	$3,840.00	$ 3,840.00
18	W18	Water Meter Installation (New Service Lateral)	12	EA	$415.00	$4,980.00	$ 4,980.00	$800.00	$9,600.00	$ 9,600.00
19	W19	12" Gate Valve & Box Replacement / Installation (Stand Alone)	1	EA	$5,565.00	$5,565.00	$ 5,565.00	$9,000.00	$9,000.00	$ 9,000.00
20	W20	Open Trenching of Water Main	5840	LF	$26.00	$151,840.00	$ 151,840.00	$15.00	$87,600.00	$ 87,600.00
1	P1	Concrete Curb & Gutter Repair	100	LF	$30.00	$3,000.00	$ 3,000.00	$50.00	$5,000.00	$ 5,000.00
2	P2	Concrete Pedestrian Access Ramp Repair	50	SY	$175.00	$8,750.00	$ 8,750.00	$175.00	$8,750.00	$ 8,750.00
3	P3	4" Concrete Sidewalk Repair	50	SY	$125.00	$6,250.00	$ 6,250.00	$175.00	$8,750.00	$ 8,750.00
4	P4	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	50	SY	$54.00	$2,700.00	$ 2,700.00	$120.00	$6,000.00	$ 6,000.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2700	SY	$54.00	$145,800.00	$ 145,800.00	$90.00	$243,000.00	$ 243,000.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	540	GAL	$10.00	$5,400.00	$ 5,400.00	$8.00	$4,320.00	$ 4,320.00
7	P7	Tack Coat (MC-30, 0.10 Gal / SY)	5	GAL	$10.00	$50.00	$ 50.00	$8.00	$40.00	$ 40.00
8	P8	Flowable Fill / 2-Sack Backfill	2720	SY	$90.00	$244,800.00	$ 244,800.00	$105.00	$285,600.00	$ 285,600.00
					Base Bid Total =	$1,707,794.00	**$ 1,707,794.00**	Base Bid Total =	$2,221,950.00	**$ 2,221,950.00**
							$ -			$ -

SPECIFICATIONS

Project Name: Michigan Avenue Utility Improvements
Project Number: PU21-02

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Dan Corrales	At Large	Robin Poole

ASSISTANT CITY ENGINEER

Joshua C. Ferguson, P.E.



NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 16th day of November, 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 16, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Michigan Avenue Utility Improvements together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, November 9th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person.

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, November 11, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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 2022

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 9, 2022 and approved on October 6, 2022, and numbered from C100 (1) through C305 (23) 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 2022

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Boler Equipment Service, Inc.

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

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

N/A - No Relationship

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - No Relationship

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

7 Greg Boler

Signature of vendor doing business with the governmental entity

11.16.2022

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Boler Equipment Service, Inc.

Local Address (must be within the City limits): 4611 Sinclair Ave

1. Is the above address the principal place of business for the business named above? [X] Yes [ ] No
2. How many residents of the City of Midland are employed at the above business location? 8
3. Year your business was established in the City of Midland: 1987
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 17524445826

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

   Boler Equipment Service, Inc.

   4611 Sinclair Ave

   Midland, TX 79707

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

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

   [X] Yes [ ] No

   If Yes, did the local business pay any of this tax to the City of Midland? [X] Yes [ ] No

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

Authorized Signature: Greg Boler Date: 11.16.2022

Printed Name and Title: Greg Boler - Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1082761	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2022	3/2/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS225207	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001118970	7/13/2022	7/13/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine-Rented Equipment			04CIM27944	7/13/2022	7/13/2023		$200,000

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

Install New Gas Pumps, Tanks, Piping and Canopies. Installation of Underground Utilities. The City of Midland is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The Insured and Insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702
432-686-1609(F)

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

Melissa Ervin

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TECHNICAL SPECIFICATIONS

FOR: Michigan Avenue Utility Improvements

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) “Contract” or “This Contract” or “Agreement”: The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) “Contractor”: The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) “Owner”, “City”, or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) “Engineer”: The word “Engineer” used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

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

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Updated October 2022

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **_Michigan Avenue Utility Improvements 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, abandonment, replacement, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 1

Water Bid Items: 1 – 12 & 14 – 19

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _270_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Michigan Avenue Utility Improvements

Project Number: PU21-02

Base Bid: Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	9 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Five Thousand Five hundred Fifty Five dollars and No cents per month. (Pay Note M1)	$ 5,555.00	$ 49,995.00
2)	180 LF	16" PVC Pipe Casing, SDR 26 ASTM D2241, furnished, installed, complete and in place, for the sum of: One Hundred Forty dollars and no cents per linear foot. (Pay Note M2)	$ 140.00	$ 25,200.00
3)	9 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Eight Hundred dollars and No cents per month. (Pay Note M3)	$ 800.00	$ 7,200.00
4)	9 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Three Thousand Four Hundred Fifty dollars and No cents per month. (Pay Note M4)	$ 3,450.00	$ 31,050.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	9 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: Eight hundred dollars and No cents per month. (Pay Note M5)	$ 800.00	$ 7,200.00
6)	N/A	Material Mark-up, complete and in place, for the sum of: Eighteen percent. (Pay Note M6)	% 18	$ N/A
7)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Eighteen percent. (Pay Note M7)	% 18	$ N/A
8)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Eighteen percent. (Pay Note M8)	% 18	$ N/A
Total Miscellaneous Items 1-8		$ 120,645.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,940 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: Fifteen dollars and No cents per linear foot. (Pay Note D1)	$ 15.00	$ 29,100.00
2)	180 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: One Hundred and Five dollars and No cents per cubic yard. (Pay Note D2)	$ 105.00	$ 18,900.00
3)	7 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: Five Hundred dollars and No cents per each. (Pay Note D3)	$ 500.00	$ 3,500.00
4)	2,700 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Two dollars and Seventy Five cents per square yard. (Pay Note D4)	$ 2.75	$ 7,425.00
5)	80 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Five dollars and No cents per linear foot. (Pay Note D5)	$ 5.00	$ 400.00
6)	2 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note D6)	$ 10.00	$ 20.00
Total Demolition Items 1-6				$ 59,345.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	100 LF	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One hundred Ninety Two dollars and No cents per linear foot. (Pay Note W1)	$ 192.00	$ 19,200.00
2)	800 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Twenty Four dollars and No cents per linear foot. (Pay Note W1)	$ 124.00	$ 99,200.00
3)	4,660 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Eighty Eight dollars and No cents per linear foot. (Pay Note W1)	$ 88.00	$ 410,080.00
4)	280 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Seventy Eight dollars and No cents per linear foot. (Pay Note W1)	$ 78.00	$ 21,840.00
5)	2 EA	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Twenty Four Thousand Five Hundred Ninety Seven dollars and No cents per each. (Pay Note W2)	$24,597.00	$ 49,194.00
6)	4 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Four Thousand Eight Hundred thirty Eight dollars and No cents per each. (Pay Note W3)	$ 4,838.00	$ 19,352.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	36 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Three Thousand Four hundred Sixty Eight dollars and No cents per each. (Pay Note W3)	$ 3,468.00	$ 124,848.00
8)	9 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Two Thousand Six Hundred Forty Two dollars and No cents per each. (Pay Note W3)	$ 2,642.00	$ 23,778.00
9)	7 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: Five thousand Four Hundred Sixty Six dollars and No cents per each. (Pay Note W4)	$ 5,466.00	$ 38,262.00
10)	7 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: One Thousand Four Hundred Thirty Three dollars and No cents per vertical foot. (Pay Note W5)	$ 1,433.00	$ 10,031.00
11)	2.80 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: Fifteen Thousand Eight Hundred Forty Five dollars and No cents per ton. (Pay Note W6)	$ 15,845.00	$ 44,366.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	7 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: One Thousand SIx Hundred Twenty Seven dollars and No cents per each. (Pay Note W7)	$ 1,627.00	$ 11,389.00
13)	7 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: Two Thousand Five Hundred Three dollars and No cents per each. (Pay Note W8)	$ 2,503.00	$ 17,521.00
14)	4 EA	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: Nine Hundred Forty Nine dollars and No cents per each. (Pay Note W9)	$ 949.00	$ 3,796.00
15)	8 EA	8"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: Nine hundred Eleven dollars and No cents per each. (Pay Note W9)	$ 911.00	$ 7,288.00
16)	12 EA	2" Water Service Connection, furnished, installed, complete and in place, for the sum of: Three Thousand Eight hundred Fifty Seven dollars and No cents per each. (Pay Note W10)	$ 3,857.00	$ 46,284.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
17)	320 LF	2" Water Service Lateral, furnished, installed, complete and in place, for the sum of: Seven dollars and No cents per linear foot. (Pay Note W11)	$ 7.00	$ 2,240.00
18)	12 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: Four Hundred Fifteen dollars and No cents per each. (Pay Note W12)	$ 415.00	$ 4,980.00
19)	1 EA	12" Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Five thousand Five Hundred Sixty Five dollars and No cents per linear foot. (Pay Note W13)	$ 5,565.00	$ 5,565.00
20)	5,840 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: Twenty Six dollars and No cents per linear foot. (Pay Note W14)	$ 26.00	$ 151,840.00
Total Water Items 1-20		$ 1,111,054.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	100 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: Thirty dollars and No cents per linear foot. (Pay Note P1)	$ 30.00	$ 3,000.00
2)	50 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: One Hundred Seventy Five dollars and No cents per square yard. (Pay Note P2)	$ 175.00	$ 8,750.00
3)	50 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: One hundred Twenty Five dollars and No cents per square yard. (Pay Note P3)	$ 125.00	$ 6,250.00
4)	50 SY	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: Fifty four dollars and No cents per square yard. (Pay Note P4)	$ 54.00	$ 2,700.00
5)	2,700 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: Fifty Four dollars and No cents per square yard. (Pay Note P5)	$ 54.00	$145,800.00
6)	540 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Ten dollars and No cents per gallon. (Pay Note P6)	$ 10.00	$ 5,400.00
7)	5 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Ten dollars and No cents per gallon. (Pay Note P7)	$ 10.00	$ 50.00

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2,720 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: Ninety dollars and No cents per square yard. (Pay Note P8)	$ 90.00	$ 244,800.00
Total Paving Items 1-8		$ 416,750.00		

Bid Price For:	
1. Miscellaneous Items	$ 120,645.00
2. Demolition Items	$ 59,345.00
3. Water Items	$ 1,111,054.00
4. Paving Items	$ 416,750.00
Total Price	$ 1,707,794.00

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

One Million Seven Hundred Seven Thousand Seven Hundred Ninety-four dollars

and No cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 270 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

Eighty-five Thousand Three Hundred Eighty-nine dollars

and Seventy cents total. ($ 85,389.70)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Boler Equipment Service, Inc.

Name of Contractor

Greg Boler	Greg Boler - Vice President	
Submitted By	Print Name and Title	
4611 Sinclair Ave		
Mailing Address		
Midland	TX	79707
City	State	Zip

PAY NOTES

Michigan Avenue Utility Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	16" PVC Pipe Casing, SDR 26 ASTM D2241	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Material Mark-up	M6
7	Labor Mark-up (Regular Work Hours)	M7
8	Equipment Rental Mark-up (Non-Standard Equipment Only)	M8
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Fire Hydrant Assembly	D3
4	Removal & Disposal of Existing Unclassified Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	16" AWWA C-900 DR18, PVC, Water Main	W1
2	12" AWWA C-900 DR18, PVC, Water Main	W1
3	8" AWWA C-900 DR18, PVC, Water Main	W1
4	6" AWWA C-900 DR18, PVC, Water Main	W1
5	16" Gate Valve & Vault (MJxMJ/FL)	W2
6	12" Gate Valve & Box (MJxMJ/FL)	W3
7	8" Gate Valve & Box (MJxMJ/FL)	W3
8	6" Gate Valve & Box (MJxMJ/FL)	W3
9	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W4
10	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W5
11	Ductile Iron Fittings	W6
12	Dresser Coupling	W7
13	Connect to Existing Water Main	W8
14	12"x2" Tapping Saddle	W9
15	8"x2" Tapping Saddle	W9
16	2" Water Service Connection	W10
17	2" Water Service Lateral	W11
18	Water Meter Installation (New Service Lateral)	W12
19	12" Gate Valve & Box Replacement / Installation (Stand Alone)	W13
20	Open Trenching of Water Main	W14
Paving Items		
1	Concrete Curb & Gutter Repair	P1
2	Concrete Pedestrian Access Ramp Repair	P2
3	4" Concrete Sidewalk Repair	P3
4	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P4
5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	Flowable Fill / 2-Sack Backfill	P8

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M6 Includes the 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.

M7 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.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

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.

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.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W8 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W9 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.

W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W11 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W12 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.

W13 Includes the necessary equipment, labor, materials, and incidentals for a Gate Valve & Box Replacement / Installation (Stand Alone) per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box replaced or installed. Includes valves associated with tapping sleeves.

W14 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021048

KNOW ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (Hereinafter called the Principal), as Principal, and RLI Insurance Company (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of The Greatest Amount Bid Dollars ($ 5%GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Michigan Avenue Utility 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 16th day of November, 2022.

Principal

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Form Revised October 2022

BidB 2

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Beverly Richardson, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of April, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of April, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

OFFICIAL SEAL
JACQUELINE M BOCKLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 14 2022

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of November, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

4239160020317

A0058D19

PACKET
7.75
December 13, 2022

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 14th day of December, 2022, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Boler Equipment Service, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Michigan Avenue Utility Improvements together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 270 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $1,707,794.00.

INSURANCE

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):		
	— Personal Injury:	$1,000,000.00 per person
		$1,000,000.00 per occurrence
	— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:		$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:		Statutory limits
Employers' Liability:		$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Boler Equipment Service, 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 November 2022

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 ___Michigan Avenue Utility Improvements_____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Michigan Avenue Utility Improvements, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2022

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Michigan Avenue Utility Improvements

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised October 2022

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01
Project Number PU21-02

TO ALL BIDDERS ON THE SUBJECT BID: Michigan Avenue Utility Improvements

ADDENDUM #01

DATE: November 11, 2022

1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Agenda
3. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

Bidder Authorized Signature

11.16.2022
Date

Greg Boler
Please Print Above Name

432-694-0660
Phone

Michigan Avenue Utility Improvements
Project Number PU21-02

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: 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 must include documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted immediately and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking and surveying.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: One (1) lane of travel in each direction, north and south, must be maintained at all times at a minimum on Big Spring Street.

Clarification: There will be no more than three (3) consecutive intersecting street closures allowed at a time in series for this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Bidders are reminded to submit bids to the correct locations prior to the bid deadline as stated in the Notice To Bidders section of the Bid Packet. Bidders are solely responsible for verifying that any bid submittals are received by the City of Midland prior to the bid submittal deadline.

Question: Are there any restrictions (driveway closures, etc.) being so close to a school?
Answer: There are no restrictions on driveway closures beyond what is already required by the City of Midland regarding access and property owner notifications as stated previously in the Clarifications portion of this Addendum.

Question: Where do you want us to start?
Answer: The Construction Phasing is to proceed as described in the Non-Mandatory Pre-Bid Meeting Agenda for this project under Part 9 of that agenda document. In general,

Phase 1 must occur first and includes work at the intersection of Michigan Avenue and Big Spring Street, with Phases 2 and 3 occurring after Phase 1 is complete.

Michigan Avenue Utility Improvements
Non-Mandatory Pre-Bid Meeting Agenda
Project No. PU21-02
November 9, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer
   - Bobby Wojciechowski – Capital Improvement Project manager
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Madison Brasuell – Project Manager, document processing & payments
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, abandonment, replacement, relocation, and installation of water infrastructure and appurtenances as necessary to complete the work as outlined in the Construction Drawings and Specifications and to satisfactorily complete the work.
   - In general, this project involves full replacement of water improvements along Michigan Avenue from 'A' Street to Weatherford Street.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     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, November 11, 2022 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders who mail bid packets are to address them to one of the addresses below:

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

I bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, November 16, 2022 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment to be for material installed, not for material delivery, for all Proposed Bid Items except those specifically listed in the Bid Packet's Special Provisions, 4. Payment, which will be the only Proposal Bid Items to be paid upon material delivery for this project.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections License, and the Contractor must maintain both of these active licenses for the entirety of the project.
   - Comply with all OSHA and other applicable safety requirements and regulations at all times.
   - Contractor is responsible for maintaining service to adjacent lots during this project.

        - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
    - Construction staking and survey is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
    - Contractor is responsible for all Traffic Control for this project.
        - Contractor is responsible for coordinating with the City during this project, as well as TxDOT if needed.
        - Contractor is responsible for maintaining access to all adjacent properties during this project.
        - Contractor must notify affected properties at least two (2) business days prior to any planned access interruption.
    - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
    - Contractor is responsible for notifying property owners in advance of any planned service interruptions.
    - Material stored on the project site must be properly stored and protected from damage and weathering.
    - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
    - Construction for this project will occur in three (3) phases:
        - Phase 1 – This phase includes all improvements at Michigan Avenue and Big Spring Street from the alley east of this intersection to the alley west of this intersection. This phase of construction must occur first and be completed before March 1, 2023 so that there will be no conflict with TxDOT's project to repave Big Spring Street in 2023.
        - Phase 2 – This phase includes all work west of Phase 1 and can begin only after the Phase 1 work is complete. It can occur simultaneously with work for Phase 3.
        - Phase 3 – This phase includes all work east of Phase 1 and can begin only after the Phase 1 work is complete. It can occur simultaneously with work for Phase 2.
    - Big Spring Street is in TxDOT ROW and will require a TxDOT UIR Permit before any work can begin at the Michigan Avenue and Big Spring Street intersection. The City will obtain the required permit and provide a copy for the Contractor to keep on the project site.
    - Contractor is to take particular care when working in the Vicinity of the Concho Daycare. This area may potentially see considerable vehicle and pedestrian traffic, including numerous small children, and every precaution should be taken to keep the work area as secure and safe as possible when construction activity occurs near this location.
    - Contractor is to take particular care when working in the vicinity of the Police Station. This is an emergency response facility that must be able to quickly and easily enter and exit the property with vehicles for the safety of the public, and this access must be maintained throughout the entirety of the project's construction activity. The Contractor is expected to coordinate closely with the Police Station personnel and the City's Inspector to achieve this result. Additionally, every precaution should be taken to keep the work area as secure and safe as possible when construction activity occurs near this location.
    - Contractor is to take particular care when working in the vicinity of Midland County Courthouse. This area may potentially see considerable vehicle and pedestrian traffic, especially on jury selection days, and every precaution should be taken to keep the work area as secure and safe as possible when construction activity occurs near this location.
    - Contractor is reminded that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson, P.E.
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

PU21-02

Michigan Avenue Utility Improvements

Date: 11-09-2022 - 3:00 PM

PACKET ☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
11/9	Bobby Wdsciechowski	COM	4326857519		bjwdsciechowski@midlandtexas.gov
	Greg Boler	Boler			greg@boler.net
11/9	Robin Boler	Boler	4326940660		robin@boler.net
11/9	Madison Brasuell	COM	—	—	mbrasuell@midlandtexas.gov
11/9	Carolina Jimenez	COM	7418		cjimenez@midlandtexas.gov

7.264

December 13, 2022

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: **WO0046458**
Issue Date: **08/24/2020**
Expiration Date: **08/24/2023**

Executive Director
Texas Commission on Environmental Quality



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: **WW0068129**
Issue Date: **08/27/2021**
Expiration Date: **08/27/2024**

Executive Director
Texas Commission on Environmental Quality

CITY OF MIDLAND
MICHIGAN AVENUE UTILITY IMPROVEMENTS
PROJECT NUMBER: PU21-02
SEPTEMBER 2022

PATRICK PAYTON
MAYOR

ROBERT PATRICK
CITY MANAGER

1 - SCOTT DUFFORD 2 - JOHN NORMAN
3 - JACK LADD 4 - LORI BLONG
AT LARGE - ROBIN POOL
AT LARGE - DAN CORRALES
COUNCIL MEMBERS



VICINITY MAP
N.T.S.

CONTRACTOR_____

DATE CONTRACTOR BEGAN WORK_____

DATE WORK WAS COMPLETED_____

DATE WORK WAS ACCEPTED_____

FINAL CONTRACT COST_____

INDEX OF SHEET

SHEET NUMBER	SHEET TITLE
C100	COVER SHEET
C101	GENERAL NOTES
C102	GENERAL NOTES
C110	EXISTING CONDITIONS / MASTER LAYOUT
C111	EXISTING CONDITIONS / MASTER LAYOUT
C120	EROSION CONTROL PLAN
C121	EROSION CONTROL PLAN
C122	EROSION CONTROL DETAILS AND NOTES
C130	DEMOLITION PLAN
C131	DEMOLITION PLAN
C200	WATER MAIN-1 P&P
C201	WATER MAIN-1 P&P
C202	WATER MAIN-1 P&P
C203	WATER MAIN-1 P&P
C204	WATER MAIN-1 P&P
C205	WATER MAIN-1 P&P
C206	WATER MAIN-1 P&P
C300	UTILITY DETAILS
C301	UTILITY DETAILS
C302	UTILITY DETAILS
C303	UTILITY DETAILS
C304	UTILITY DETAILS
C305	UTILITY DETAILS

100% SUBMITTAL

Andrew L. Mellen
PROJECT ENGINEER

DATE MM/DD/2022
PACKET

MIDLAND
Utilities Department
7.267

JOSH FERGUSON, P.E.
ENGINEERING SERVICES DEPARTMENT

CARL CRAIGO, P.E.
DIRECTOR OF UTILITIES

CITY OF MIDLAND
APPROVED AS NOTED
10.06.2022
ENGINEERING

December 13, 2022

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www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

COVER SHEET
UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C100 OF 23

P:\2021\210128\CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C100 COVER SHEET.DWG
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GENERAL NOTES:

a. THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS AT MICHIGAN AVENUE FROM N. "A" STREET TO N. WEATHERFORD STREET.

b. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

c. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLAN COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

d. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

e. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

f. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY UNKNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

g. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.

h. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BROUGHT TO ENGINEER'S ATTENTION PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

i. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

j. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

k. MATERIAL STORAGE IS TO BE PLACED IN WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.

l. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

m. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

n. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY FITTINGS STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) AND BE CAPPED AT EACH END OF WATER MAIN ABANDONED IN PLACE.

E. ALL SAW-CUTTING IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

F. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO THE CITY OF MIDLAND.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

CONSTRUCTION NOTES:

1. SEE SHEET C110 FOR CONTROL POINTS.
2. CONCRETE COLLARS FOR VALVE COVERS WILL NOT BE REQUIRED FOR THIS PROJECT. CONCRETE COLLARS FOR VALVE COVERS WILL BE PLACED WITH THE FUTURE MICHIGAN AVENUE PAVING PROJECT.
3. ANY AND ALL FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.
4. ALL NEW WATER MAINS TO MAINTAIN MINIMUM COVER OF 3.5' AND MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING WASTEWATER MAINS UNLESS OTHERWISE INDICATED IN THIS CONSTRUCTION DRAWING SET.
5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
8. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
9. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (3.0-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
10. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
11. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
12. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
13. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
14. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
15. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
16. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

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△	REVISIONS	BY	APPR.	DATE

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

GENERAL NOTES

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C101 OF 23

P:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\210128 C101 GENERAL NOTES.DWG
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PAVING NOTES:

A. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
B. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT.
C. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.
D. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS BETWEEN EXISTING CURB AND PROPOSED CURB.
E. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
F. PAVEMENT PATCH AREA AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREA AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 4 FEET.
G. ALL ASPHALT TRENCH REPAIRS ARE TO UTILIZE 2" TYPE D HMAC HOT MIX ASPHALT UNLESS OTHERWISE NOTED IN CONSTRUCTION DRAWINGS.
H. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.
I. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
J. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.
K. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

MASTER WATER LAYOUT NOTES:

1. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.
2. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.
3. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.
4. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS 310(A), 310(B), AND 320.
5. ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING
APPROVED BY THE CITY OF MIDLAND ENGINEERING DEPARTMENT
The issuance or granting of this approval shall not be construed to be a waiver of any violation of any of the provisions of the City Code or any other ordinance or adopted policy of the City of Midland. This approval shall not prevent the City of Midland from requiring the correction of errors in the construction drawings and other data submitted to the Engineering Service Department shall not prevent the Director of Engineering Services from subsequently requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to stop compliance or use of infrastructure where such infrastructure is in violation of the City Code, or any City ordinance, or from the standard details or specifications, or is dangerous to the current public use of the City of Midland jurisdiction.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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1			

REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21012B

GENERAL NOTES

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C102 OF 23

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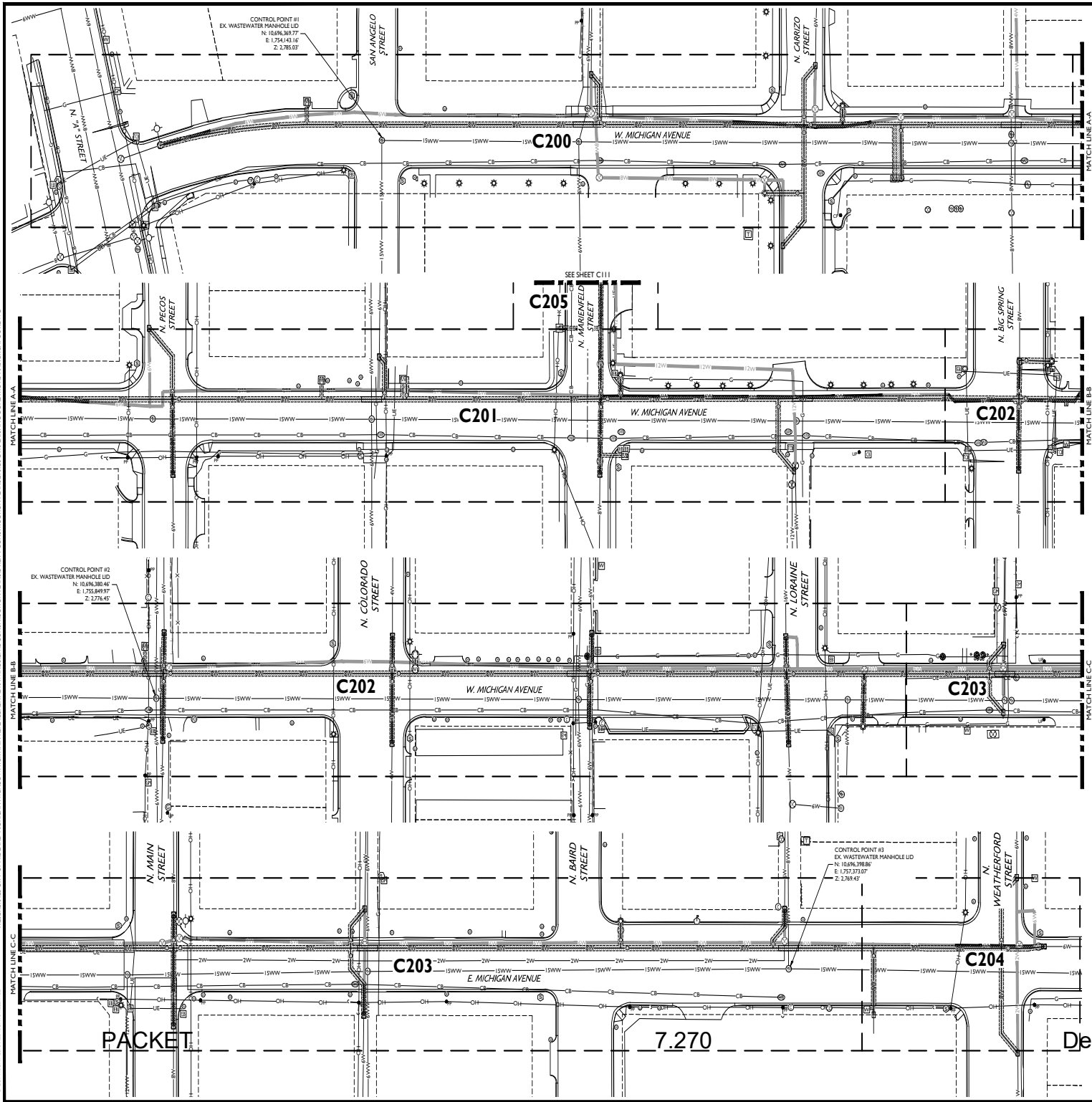
F:\2021\21012B-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\21012B C102 GENERAL NOTES.DWG



LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN

EXISTING CONDITION NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, SPOT SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. EXISTING GAS AND COMMUNICATION LINES WERE LOCATED FROM ONE-CALL MARKINGS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND THE CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21012B

EXISTING CONDITIONS / MASTER LAYOUT

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
09/09/2022

SHEET C110 OF 23

P:\2021\21012B-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\21012B C110 EXISTING CONDITIONS MASTER LAYOUT.DWG

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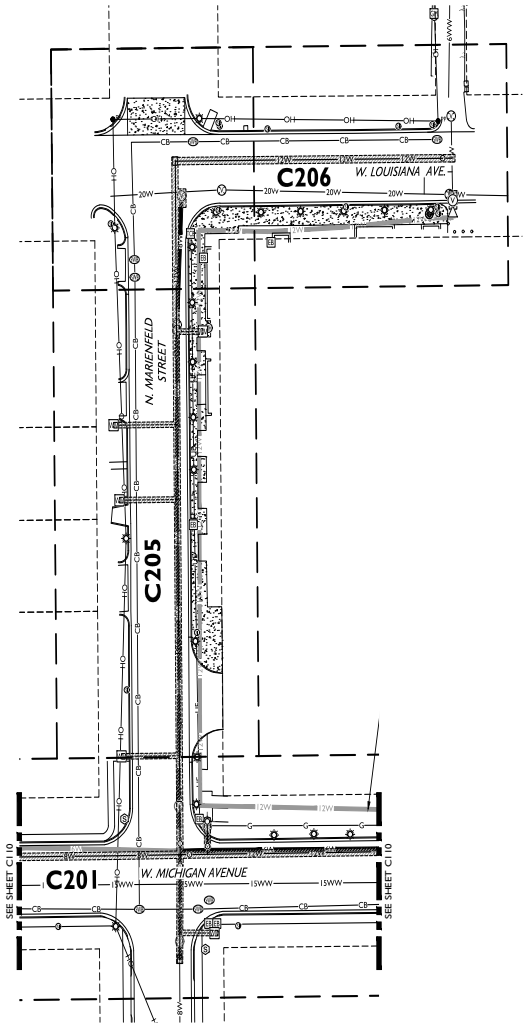
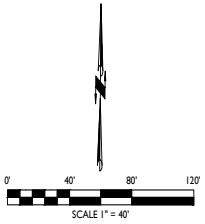
PACKET 7.270 December 13, 2022





LEGEND

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CITY OF MIDLAND APPROVED ENGINEERING 10.06.2022

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DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

EXISTING CONDITIONS / MASTER LAYOUT

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER
09/09/2022

SHEET C1.11 OF 23

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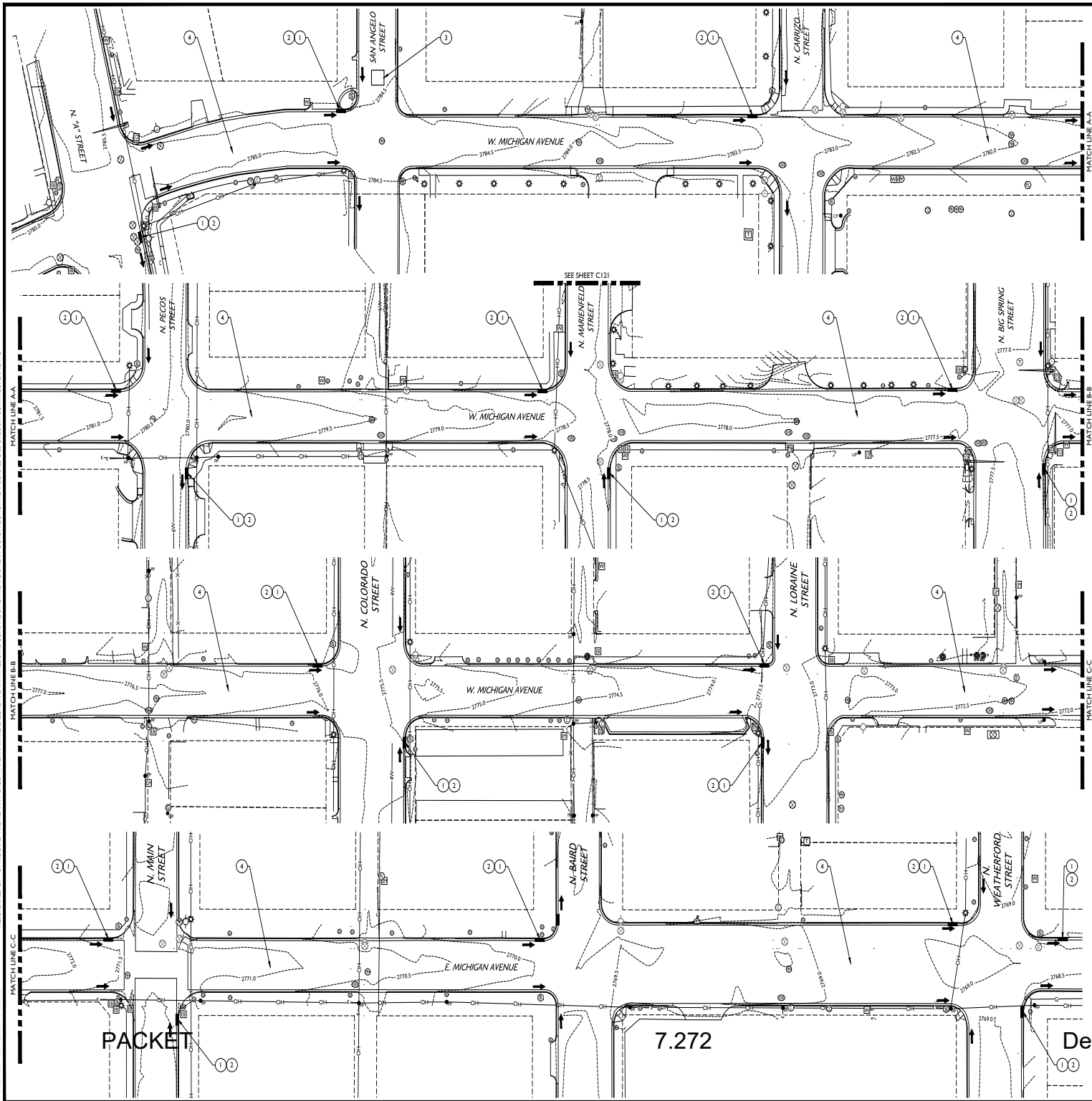

SCALE 1" = 40'

LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
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- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- 4W — DENOTES EXISTING 4" WATER MAIN
- 6W — DENOTES EXISTING 6" WATER MAIN
- 8W — DENOTES EXISTING 8" WATER MAIN
- 6WW — DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW — DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW — DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES EXISTING FLOW DIRECTION ARROWS
- DENOTES PROPOSED GRAVEL BAG

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

NOTES:

1. SEE SHEET C122 FOR EROSION CONSTRUCTION NOTES AND DETAILS.

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BY	APPR.	DATE

REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21012B

EROSION CONTROL PLAN

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

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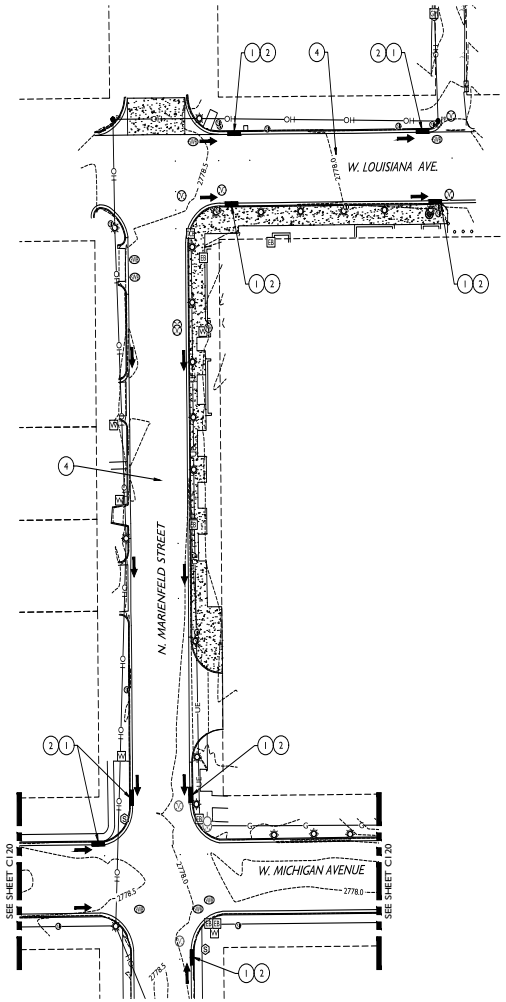

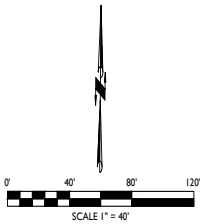

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- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES EXISTING FLOW DIRECTION ARROWS
- DENOTES PROPOSED GRAVEL BAG

NOTES:

1. SEE SHEET C122 FOR EROSION CONSTRUCTION NOTES AND DETAILS.

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BY	APPR.	DATE

REVISIONS

DRAWN BY:	MJD
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	01/03/2022
JOB:	21012B

EROSION CONTROL PLAN

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
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106572
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09/03/2022

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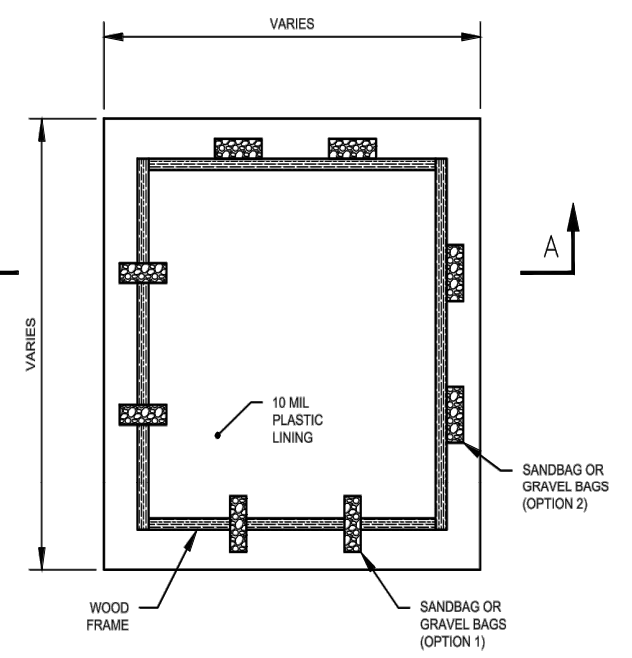
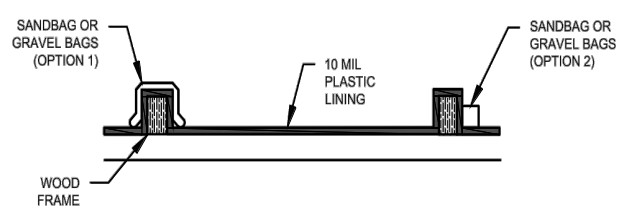


ELEVATED WASHOUT

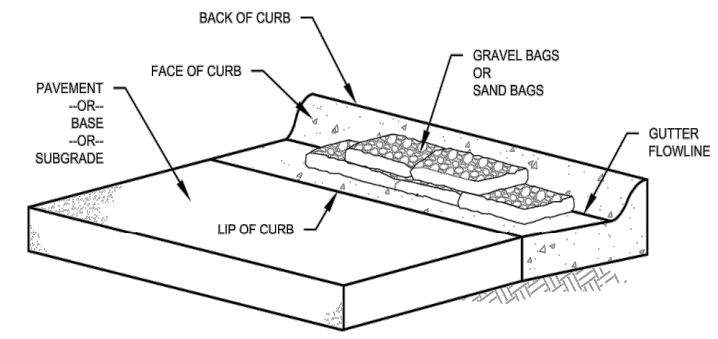


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

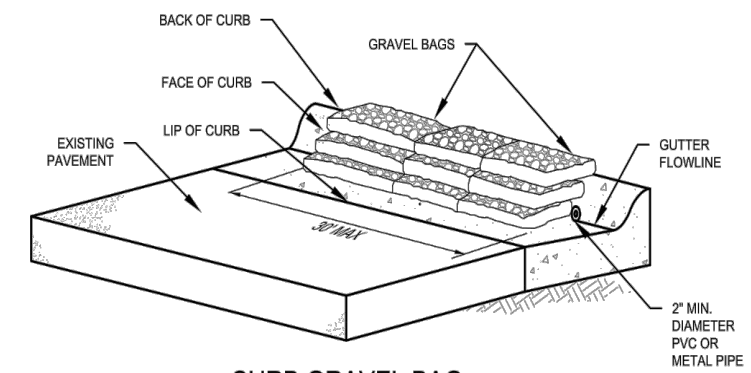
DRAWN: DPM	CHECKED: JCF	APPROVED: JEO	
MIDLAND Engineering Services	EFFECTIVE DATE: MICHIGAN AVE. UTIL. IMP.	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 3		715



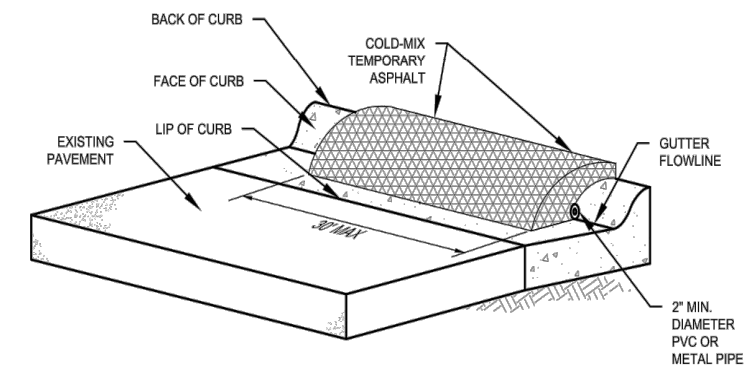
NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CURB GRAVEL OR SAND BAGS		712



CURB GRAVEL BAG



CURB COLD-MIX TEMPORARY ASPHALT

NOTES:

1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TEMPORARY CURB PROTECTION		713

NOTE:

CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

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.) LOCATED CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.

(4.) GENERAL PROJECT WORK ZONE AREA SHOWN FOR REFERENCE. ACTUAL PROJECT WORK ZONE AREA LIMITS TO BE DETERMINED PRIOR TO STARTING CONSTRUCTION ACTIVITY.

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
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.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS PLACED.

C. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

E. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

F. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN APPROVED STORAGE DESIGNATED AS PART OF WORK ZONE AREA.

G. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

H. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROL PLACED OR IMPEED THEIR EFFECTIVENESS.

J. CONTRACTOR IS TO REMOVE ALL TERMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

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). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

4). 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.

5). 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.

6). 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.

7). 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.

8). 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.

9). 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.

10). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.



The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

PACKET 7.274 December 13, 2022

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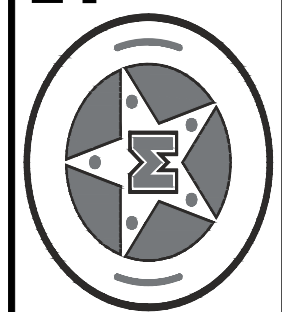

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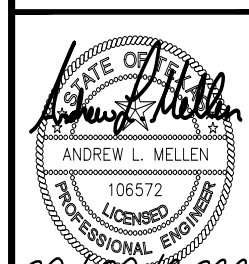
DATE	APPR.	BY	REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

EROSION CONTROL DETAILS AND NOTES

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS



SHEET C122 OF 23

F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C122 EROSION CONTROL DETAILS AND NOTES.DWG
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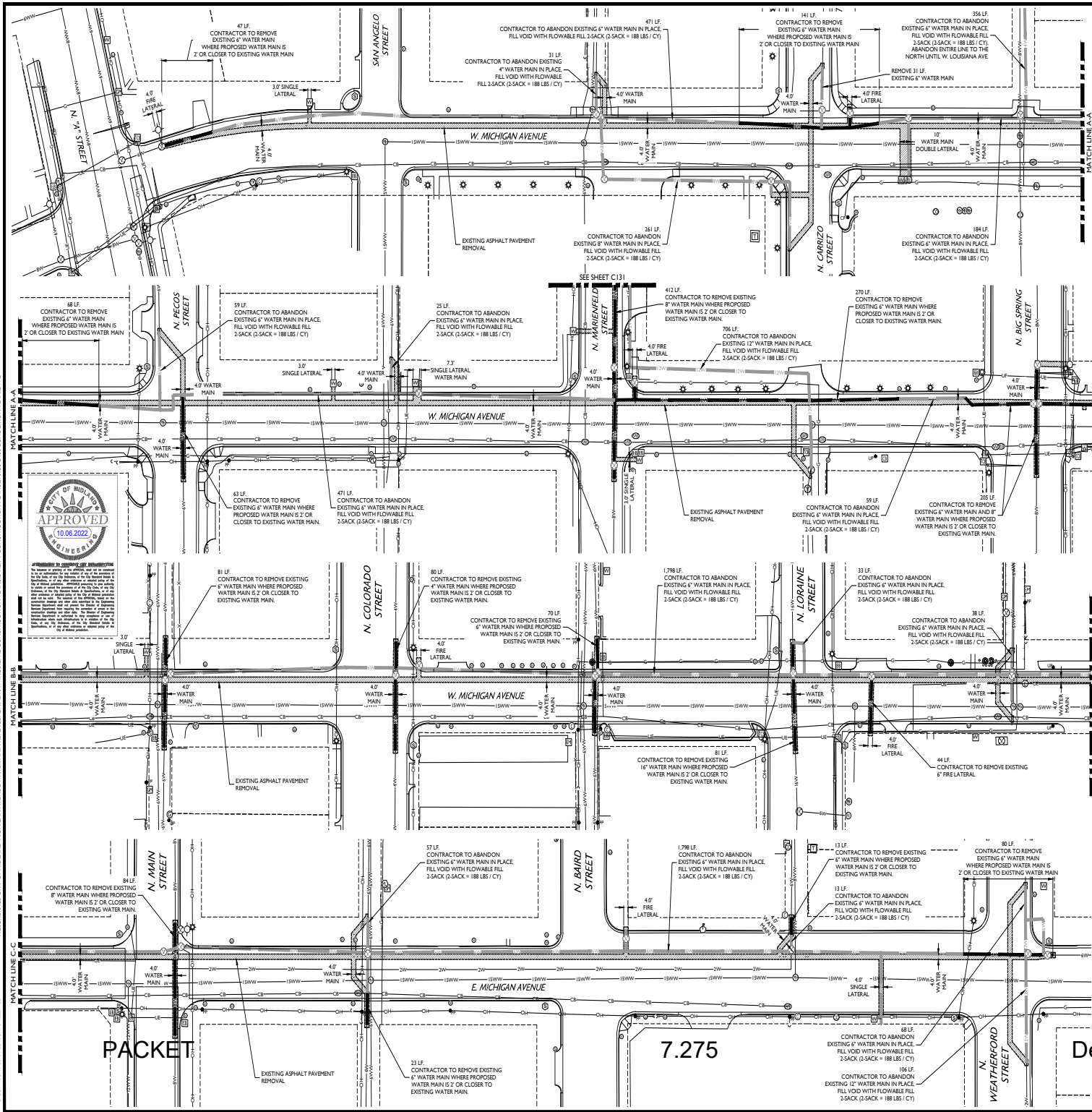

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- 4W — DENOTES EXISTING 4" WATER MAIN
- 6W — DENOTES EXISTING 6" WATER MAIN
- 8W — DENOTES EXISTING 8" WATER MAIN
- 6WW — DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW — DENOTES EXISTING 8" WASTEWATER MAIN
- 15W — DENOTES EXISTING 15" WASTEWATER MAIN

DEMOLITION GENERAL NOTES:

A. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES.

B. ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C. NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGE OR REMOVED BY CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D. NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

E. TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO BE 4.0' FOR WATER MAIN AND FIRE LATERAL TRENCHES, AND 3.0' FOR WATER SERVICE LATERAL TRENCHES. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

F. SEE SHEETS C130 & C131 FOR EXISTING WATER MAIN DEMOLITION CALL OUT NOTES.

G. REMOVE OLD EXISTING WATER SERVICE LATERALS, METERS, AND METER BOXES PER PLANS. PLACE NEW WATER METERS AND BOXES IN SAME LOCATION AS EXISTING METERS. NEW METERS ARE TO BE CONNECTED TO EXISTING ON-SITE PLUMBING.

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BY	APPR.	DATE

REVISIONS

DRAWN BY: MJD
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APPROVED BY: ALM
DATE: 01/03/2022
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DEMOLITION AND PAVING PLAN

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

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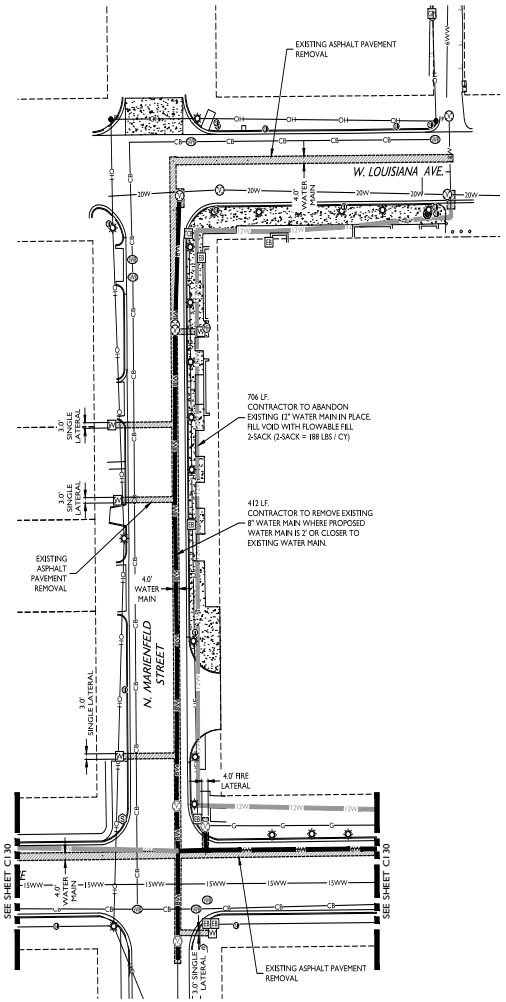
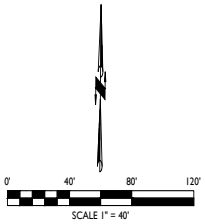
PACKET 7.275 December 13, 2022





LEGEND

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- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN

ESTIMATED DEMOLITION QUANTITIES		
QUANTITY	UNIT	DESCRIPTION
2,645	SY	EXISTING ASPHALT PAVEMENT REMOVAL
4870	LF	ABANDON EXISTING WATER MAIN IN PLACE, FILL VOID FLOWABLE FILL 2-SACK (2-SACK = 188 LBS / CY)
1761	LF	REMOVE EXISTING WATER MAIN

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F. SEE SHEETS C130 & C131 FOR EXISTING WATER MAIN DEMOLITION CALL OUT NOTES.

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CITY OF MIDLAND APPROVED ENGINEERING 10.06.2022

APPROVED TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be or authorization for any violation of the provisions of the City Code, or any City Ordinance, or of any other Rules, Regulations, or of any other Laws or Ordinances of the City of Midland jurisdiction. APPROVAL of these plans does not prevent the Director of Engineering Services Department or other City Inspectors from requiring the correction of errors in the plans discovered during construction, and does not relieve the Engineer of Record or Engineering Services Department is authorized to stop construction of any or all infrastructure where such infrastructure is in violation of the City Code, or any City Ordinance, or the City Standard Details or Specifications, or of any other applicable policy of the City of Midland jurisdiction.

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BY	APPR.	DATE

REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

DEMOLITION AND PAVING PLAN

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C131 OF 23

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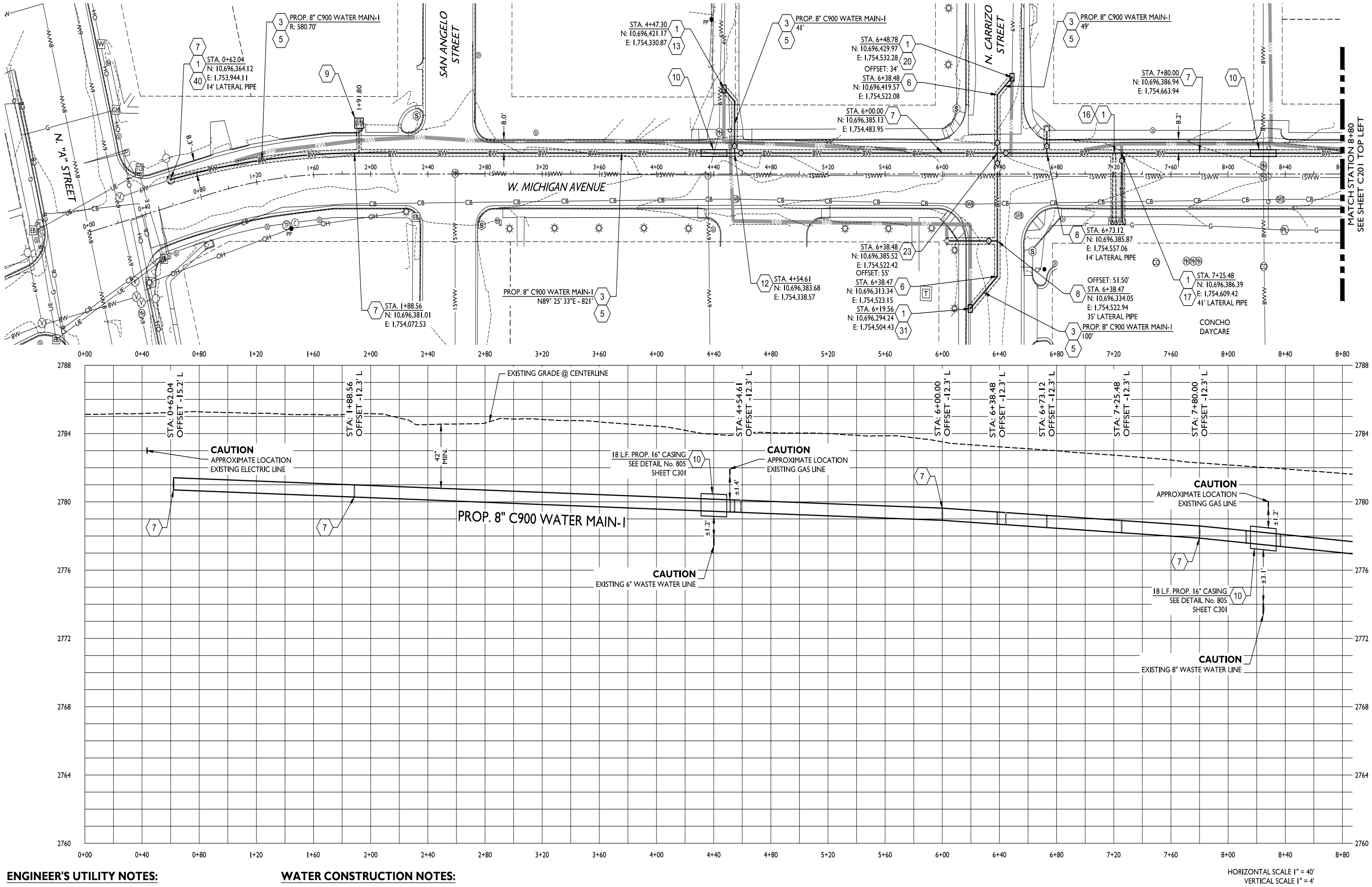

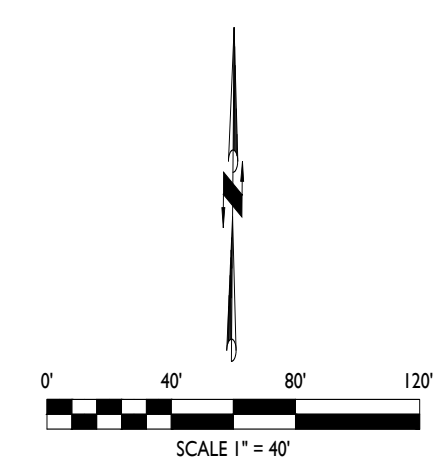

NOTE:
CONCHO DAYCARE CAN ONLY BE OUT OF WATER FOR ONE HOUR DURING HOURS OF OPERATION

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYP.
1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.
2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING~~. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING~~. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING~~. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
36. INSTALL 1 EA. 12"x12" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (MJxMJ), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

LEGEND

DENOTES EXISTING WATER VALVE
DENOTES EXISTING FIRE HYDRANT
DENOTES EXISTING WATER METER
DENOTES EXISTING POST INDICATOR VALVE
DENOTES EXISTING WASTEWATER MANHOLE
DENOTES EXISTING WASTEWATER CLEANOUT
PP DENOTES EXISTING POWER POLE
UP DENOTES EXISTING UTILITY POWER POLE
DENOTES EXISTING LIGHT POLE
DENOTES EXISTING GUY ANCHOR
DENOTES EXISTING TRANSFORMER PAD
DENOTES EXISTING ELECTRIC BOX
DENOTES EXISTING TRAFFIC CONTROL BOX
DENOTES EXISTING FIBER OPTIC MARKER
DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
DENOTES EXISTING CABLE BOX
DENOTES EXISTING CABLE SIGN
DENOTES EXISTING TELEPHONE PEDESTAL
DENOTES EXISTING GAS METER
DENOTES EXISTING GAS MARKER
DENOTES EXISTING GAS RISER
CP DENOTES EXISTING CAMERA POST
DENOTES EXISTING STREET SIGN
DENOTES EXISTING STOP SIGN
DENOTES EXISTING TRAFFIC SIGNAL LIGHT
DENOTES EXISTING LOT LINES
OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
G DENOTES EXISTING GAS LINE
4W DENOTES EXISTING 4" WATER MAIN
6W DENOTES EXISTING 6" WATER MAIN
8W DENOTES EXISTING 8" WATER MAIN
16W DENOTES EXISTING 16" WATER MAIN
6WW DENOTES EXISTING 6" WASTEWATER MAIN
8WW DENOTES EXISTING 8" WASTEWATER MAIN
15WW DENOTES EXISTING 15" WASTEWATER MAIN
DENOTES PROPOSED FIRE HYDRANT
DENOTES PROPOSED WATER VALVE
DENOTES PROPOSED WATER METER
6W DENOTES PROPOSED 6" WATER MAIN
8W DENOTES PROPOSED 8" WATER MAIN
16W DENOTES PROPOSED 16" WATER MAIN

CITY OF MIDLAND
APPROVED AS NOTED
10.06.2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of any 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 any 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.

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Δ	BY	APPR.	DATE
REVISIONS			

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-I PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/09/2022

SHEET C200 OF 23

F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C200 WL-1 P&P.DWG
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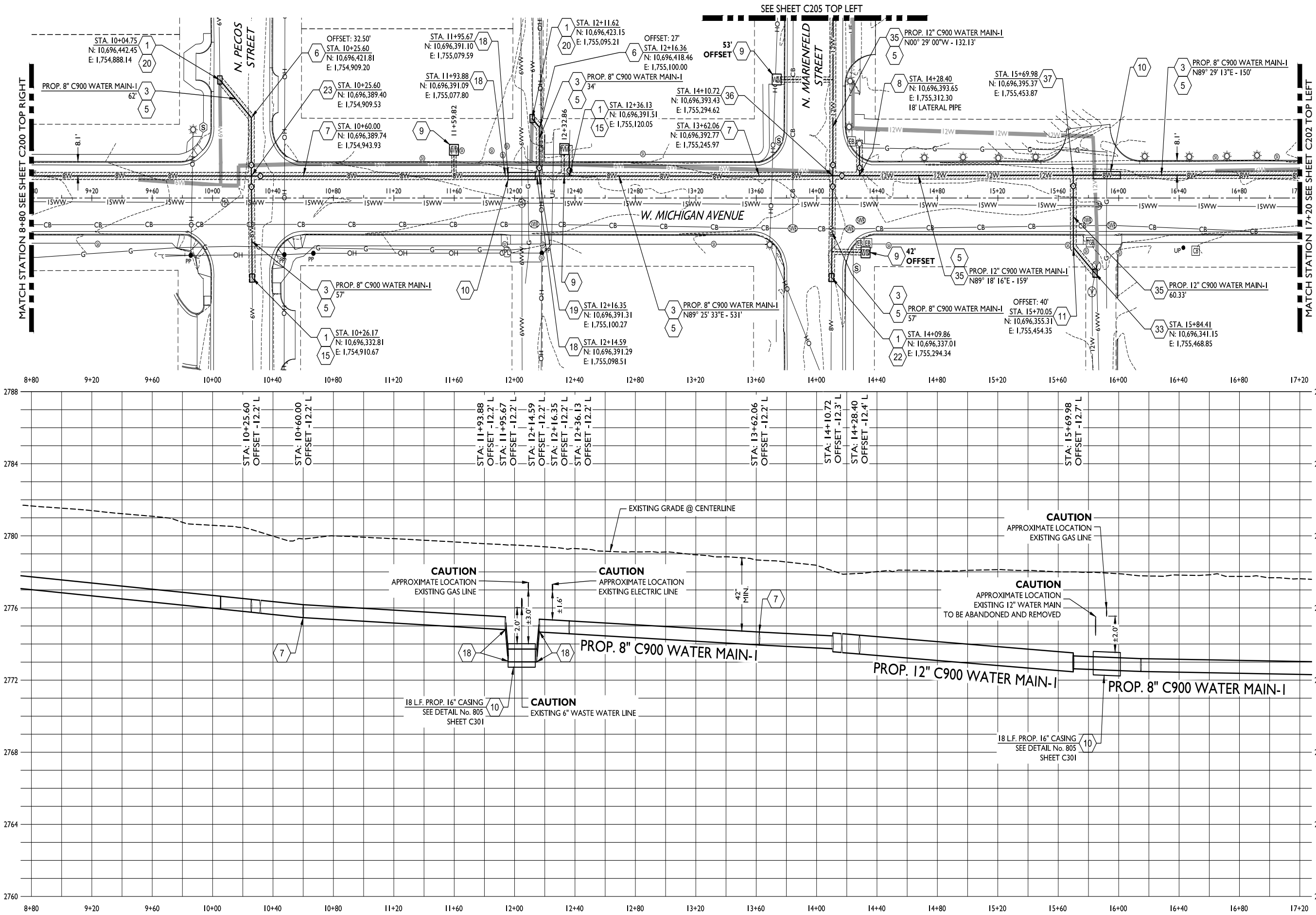

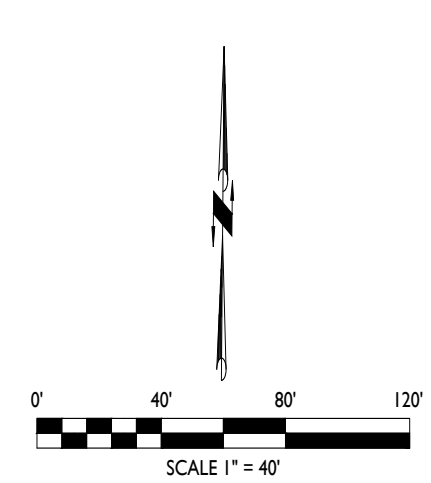

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

PACKET

WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
36. INSTALL 1 EA. 12"x12" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (MJxMJ), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

7.278

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- PP DENOTES EXISTING POWER POLE
- UP DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- CP DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
- 4W DENOTES EXISTING 4" WATER MAIN
- 6W DENOTES EXISTING 6" WATER MAIN
- 8W DENOTES EXISTING 8" WATER MAIN
- 16W DENOTES EXISTING 16" WATER MAIN
- 6WW DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- WM DENOTES PROPOSED WATER METER
- 6W DENOTES PROPOSED 6" WATER MAIN
- 8W DENOTES PROPOSED 8" WATER MAIN
- 16W DENOTES PROPOSED 16" WATER MAIN

CITY OF MIDLAND APPROVED AS NOTED 10.06.2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

December 13, 2022

Know what's below. Call before you dig.

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DATE	APPR.	BY	REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-1 PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
09/09/2022

SHEET C201 OF 23

F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C201 WL-1 P&P.DWG
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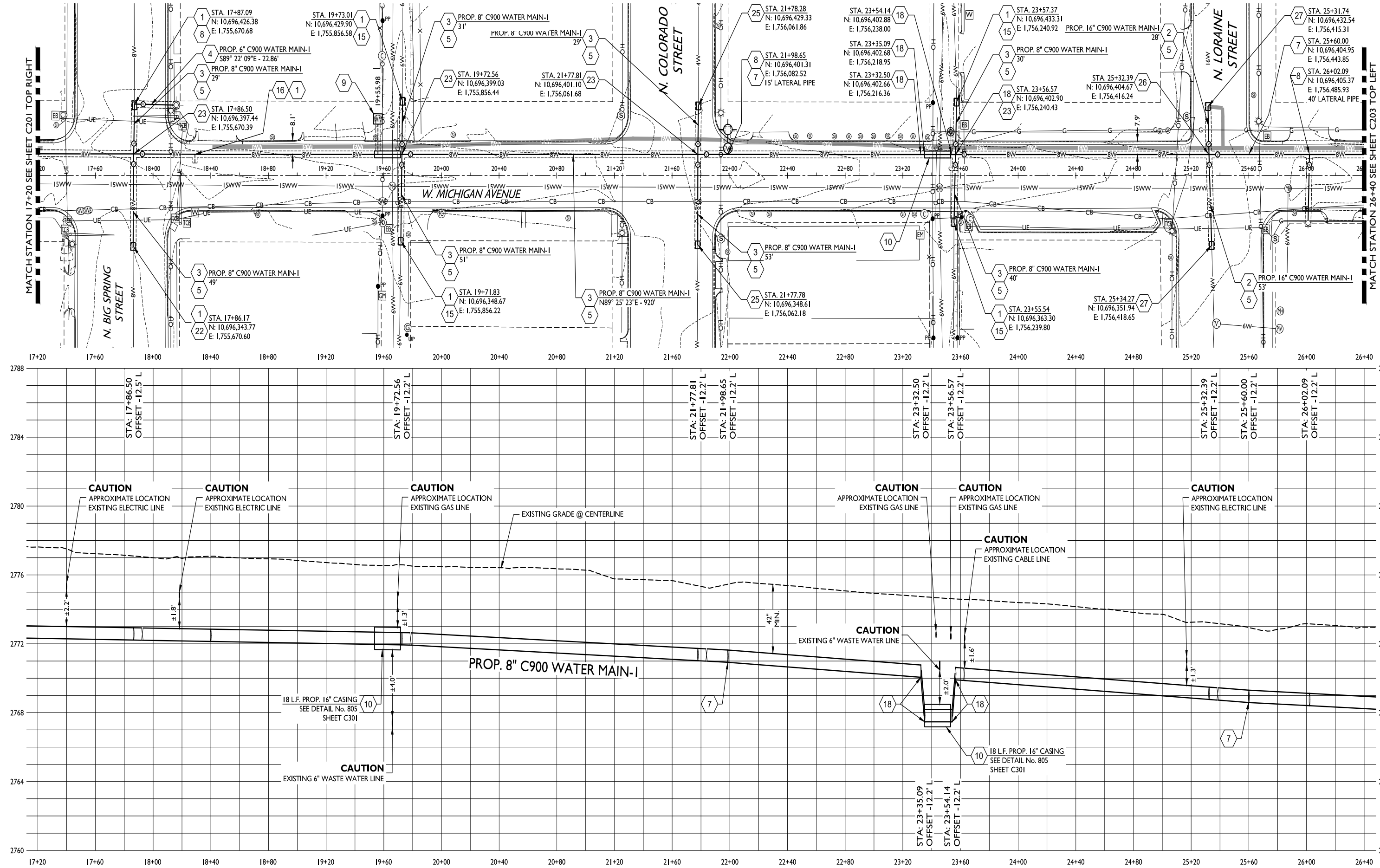


HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

PACKET

WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

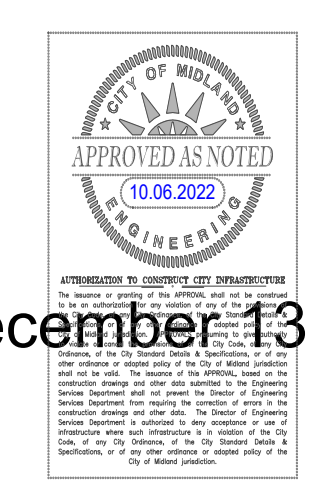
2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

7.279

33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
36. INSTALL 1 EA. 12"x12" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (MJxMJ), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- PP DENOTES EXISTING POWER POLE
- UP DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- EB DENOTES EXISTING ELECTRIC BOX
- TCB DENOTES EXISTING TRAFFIC CONTROL BOX
- FO DENOTES EXISTING FIBER OPTIC MARKER
- SWB DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- CB DENOTES EXISTING CABLE BOX
- C DENOTES EXISTING CABLE SIGN
- TP DENOTES EXISTING TELEPHONE PEDESTAL
- GM DENOTES EXISTING GAS METER
- PL DENOTES EXISTING GAS MARKER
- G DENOTES EXISTING GAS RISER
- CP DENOTES EXISTING CAMERA POST
- SI DENOTES EXISTING STREET SIGN
- S DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
- 4W DENOTES EXISTING 4" WATER MAIN
- 6W DENOTES EXISTING 6" WATER MAIN
- 8W DENOTES EXISTING 8" WATER MAIN
- 16W DENOTES EXISTING 16" WATER MAIN
- 6WW DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- V DENOTES PROPOSED WATER VALVE
- WM DENOTES PROPOSED WATER METER
- 6W DENOTES PROPOSED 6" WATER MAIN
- 8W DENOTES PROPOSED 8" WATER MAIN
- 16W DENOTES PROPOSED 16" WATER MAIN



December 13, 2022

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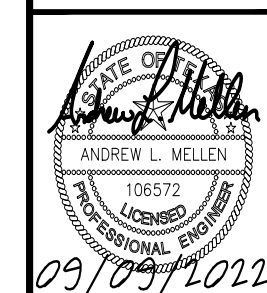
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-1 PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS



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F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C202 WL-1 P&P.DWG
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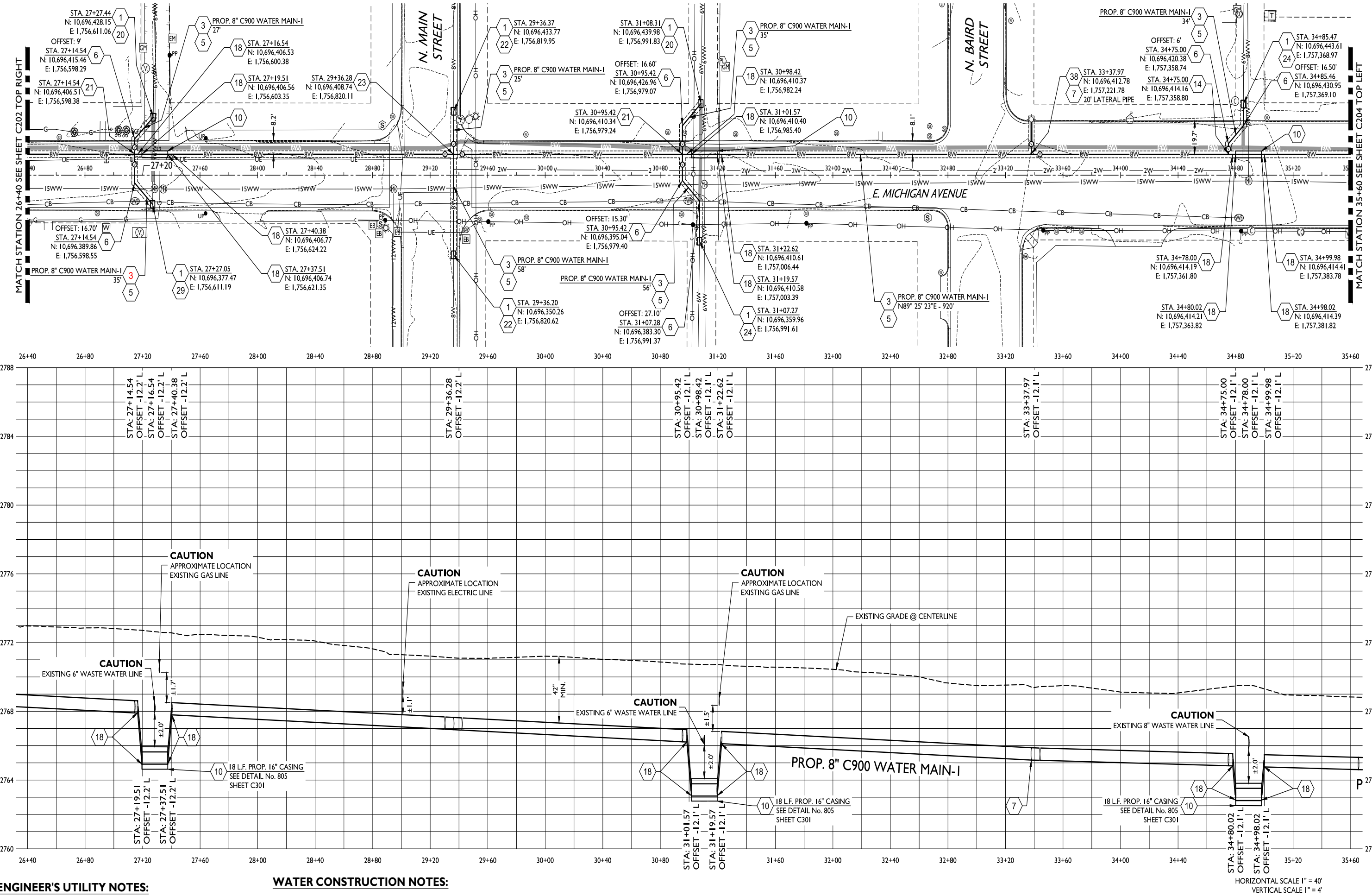

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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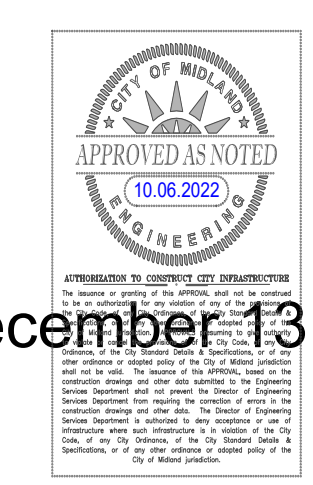
37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- 4W — DENOTES EXISTING 4" WATER MAIN
- 6W — DENOTES EXISTING 6" WATER MAIN
- 8W — DENOTES EXISTING 8" WATER MAIN
- 16W — DENOTES EXISTING 16" WATER MAIN
- 6WW — DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW — DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW — DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- 6W — DENOTES PROPOSED 6" WATER MAIN
- 8W — DENOTES PROPOSED 8" WATER MAIN
- 16W — DENOTES PROPOSED 16" WATER MAIN



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REVISIONS	BY	APPR.	DATE

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-1 PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS



SHEET C203 OF 23

F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C203 WL-1 P&P.DWG
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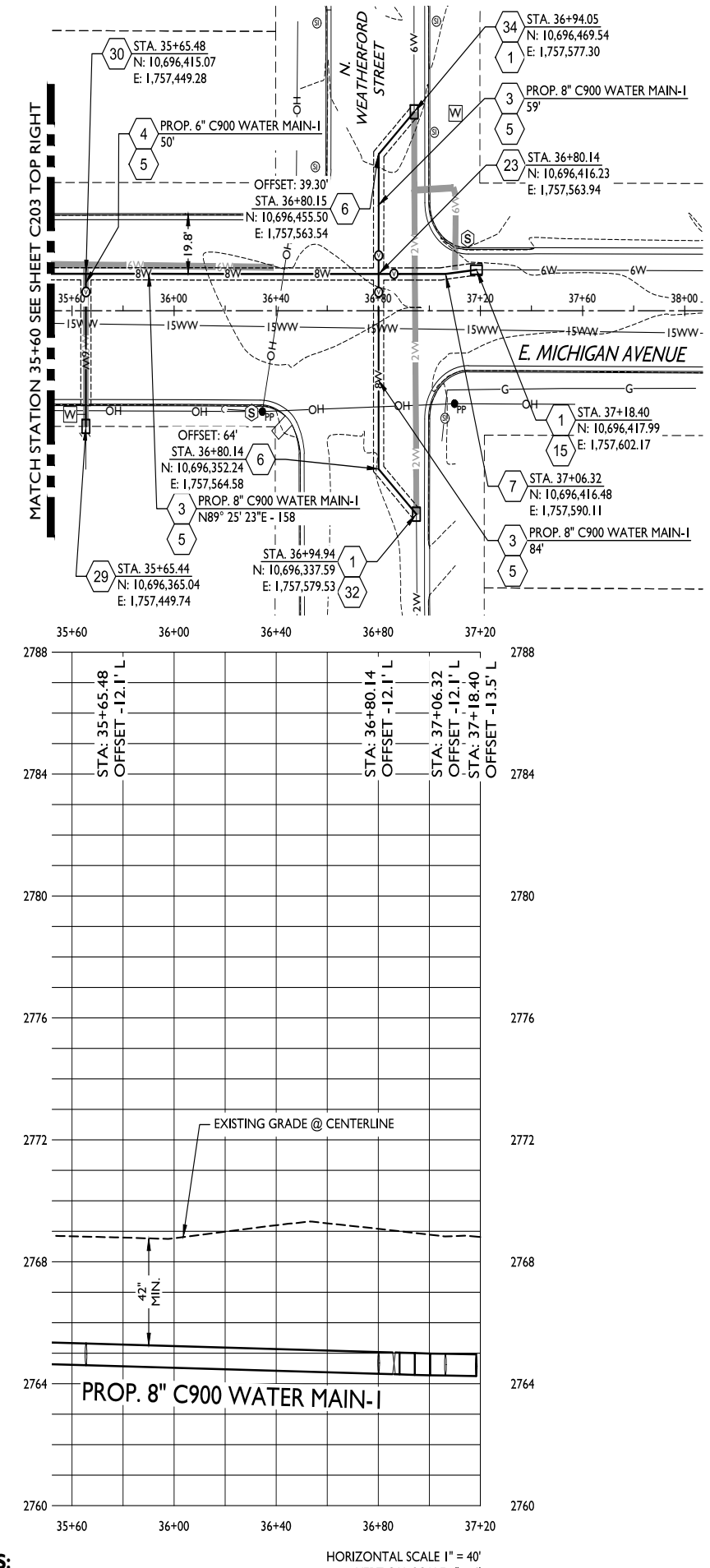

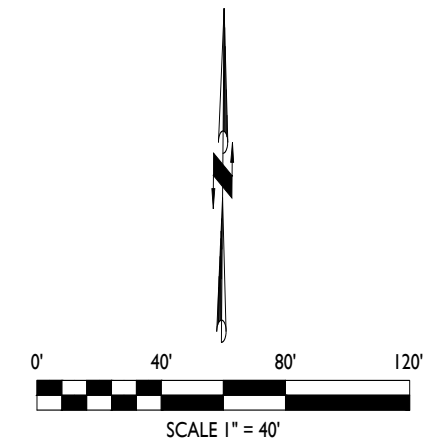

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.

7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.

10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.

11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.

12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.

17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

36. INSTALL 1 EA. 12"x12" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (MJxMJ), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.

41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.

42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- PP DENOTES EXISTING POWER POLE
- UP DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
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- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
- 4W DENOTES EXISTING 4" WATER MAIN
- 6W DENOTES EXISTING 6" WATER MAIN
- 8W DENOTES EXISTING 8" WATER MAIN
- 16W DENOTES EXISTING 16" WATER MAIN
- 6WW DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- 6W DENOTES PROPOSED 6" WATER MAIN
- 8W DENOTES PROPOSED 8" WATER MAIN
- 16W DENOTES PROPOSED 16" WATER MAIN

CITY OF MIDLAND
APPROVED AS NOTED
10.06.2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. ... 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.

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DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-1 PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
09/09/2022

SHEET C204 OF 23

F:\2021\210128-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\210128 C204 WL-1 P&P.DWG
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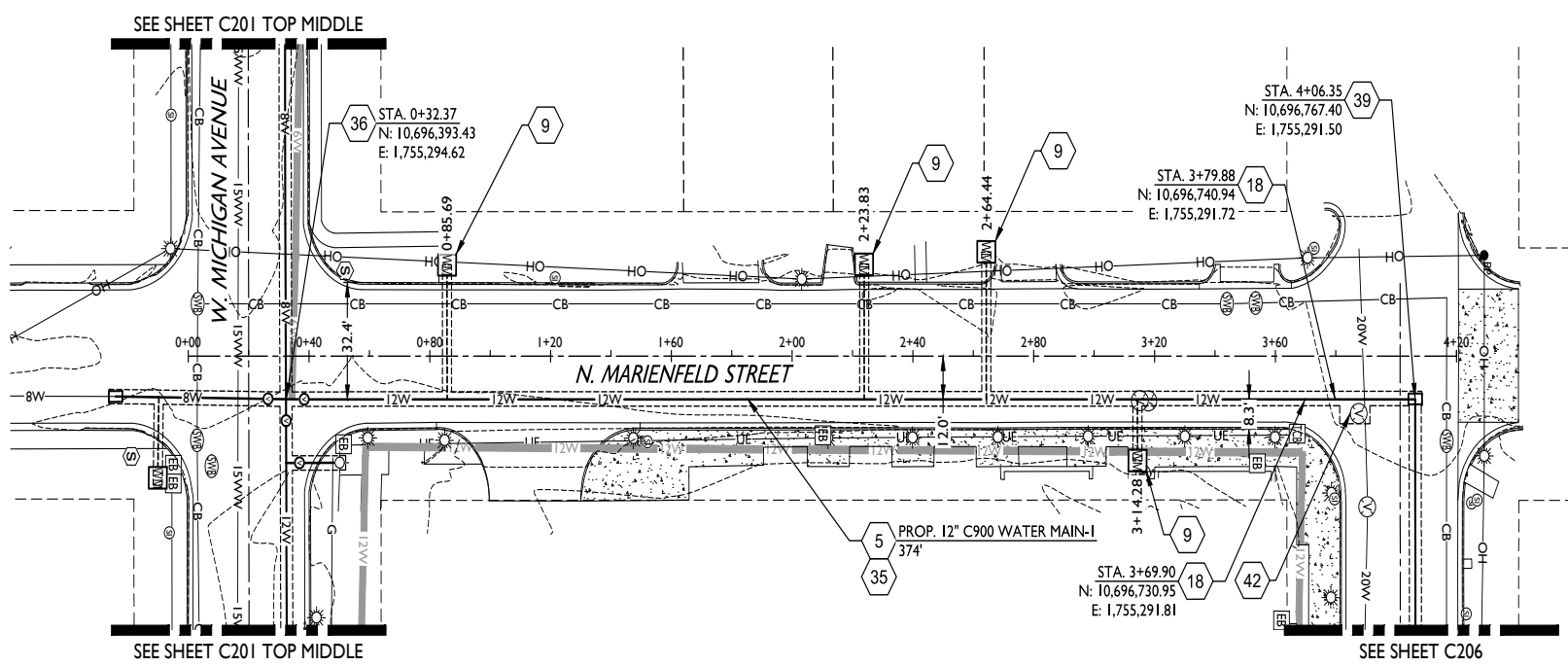
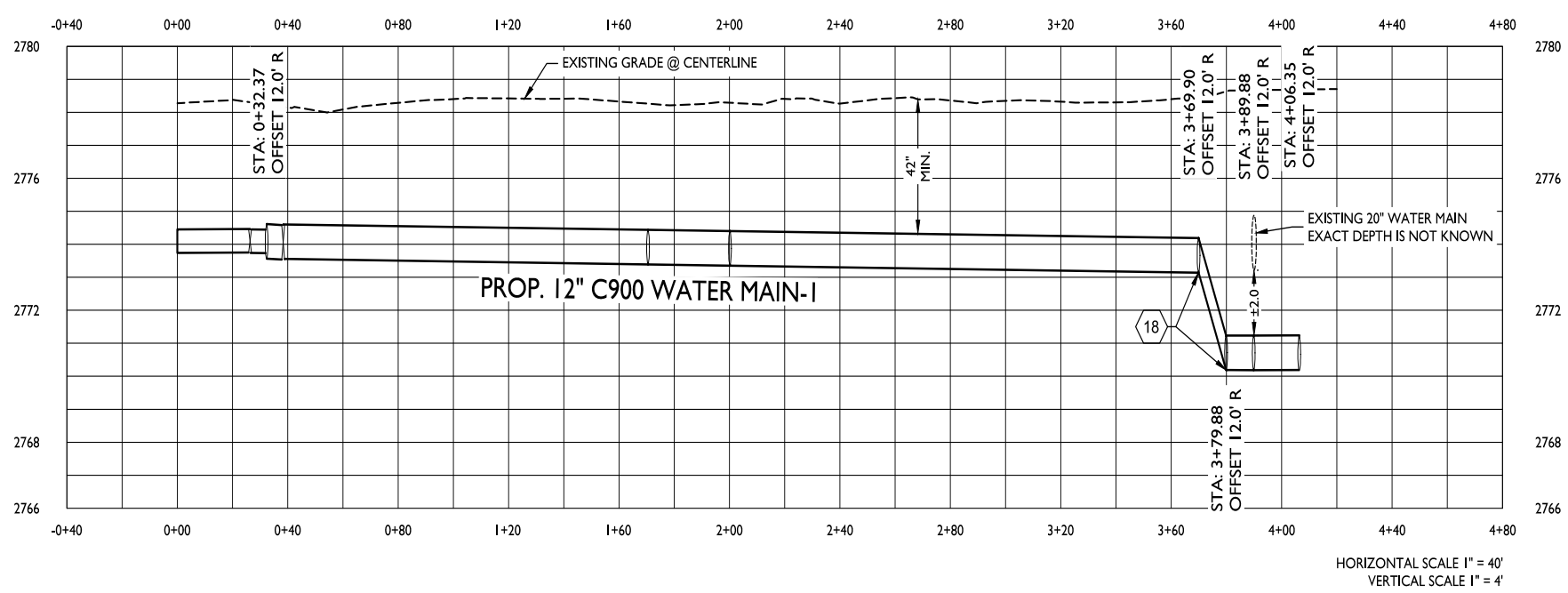


0' 40' 80' 120'
SCALE 1" = 40'



LEGEND

- Ⓥ DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- W DENOTES EXISTING WATER METER
- PIV DENOTES EXISTING POST INDICATOR VALVE
- MH DENOTES EXISTING WASTEWATER MANHOLE
- CO DENOTES EXISTING WASTEWATER CLEANOUT
- PP DENOTES EXISTING POWER POLE
- UP DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- T DENOTES EXISTING TRANSFORMER PAD
- EB DENOTES EXISTING ELECTRIC BOX
- TCB DENOTES EXISTING TRAFFIC CONTROL BOX
- FO DENOTES EXISTING FIBER OPTIC MARKER
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- CB DENOTES EXISTING CABLE BOX
- C DENOTES EXISTING CABLE SIGN
- TP DENOTES EXISTING TELEPHONE PEDESTAL
- GM DENOTES EXISTING GAS METER
- PL DENOTES EXISTING GAS MARKER
- G DENOTES EXISTING GAS RISER
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- S DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
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- 6W DENOTES EXISTING 6" WATER MAIN
- 8W DENOTES EXISTING 8" WATER MAIN
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- 6WW DENOTES EXISTING 6" WASTEWATER MAIN
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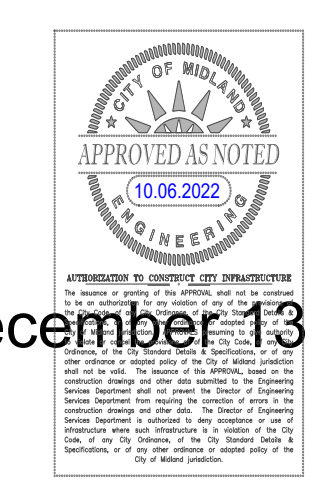
- 15WW DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- Ⓥ DENOTES PROPOSED WATER VALVE
- WM DENOTES PROPOSED WATER METER
- 6W DENOTES PROPOSED 6" WATER MAIN
- 8W DENOTES PROPOSED 8" WATER MAIN
- 16W DENOTES PROPOSED 16" WATER MAIN

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.
2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (MJxMJ) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ), (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (MJxMJ), 1 EA. 8" GATE VALVES WITH VALVE BOXES (MJxMJ). PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304 INSTALL 1 EA. 8"x2" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (MJxMJ). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
36. INSTALL 1 EA. 12"x12" CROSS (MJxMJ) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (MJxMJ), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxMJ) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
37. INSTALL 1 EA. 12"x12" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (MJxFL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (MJxMJ) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISITNG PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (MJxFL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.



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December 13, 2022

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TEXAS SURVEY FIRM #: 10194514
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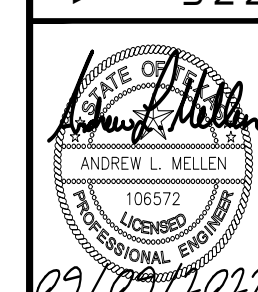
DATE	APPR.	BY	REVISIONS	Δ

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

WATER MAIN-1 PLAN & PROFILE

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS



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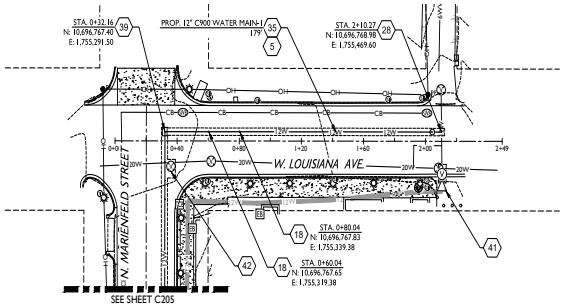

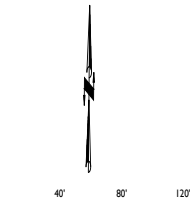

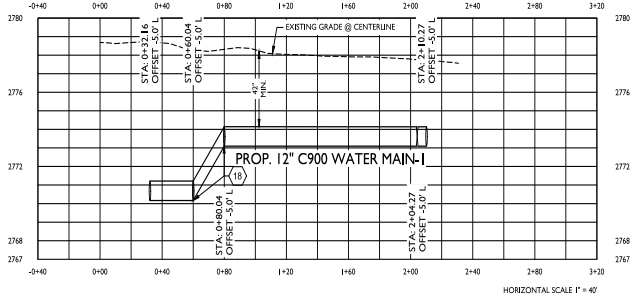

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- 6W — DENOTES PROPOSED 6" WATER MAIN
- 8W — DENOTES PROPOSED 8" WATER MAIN
- 16W — DENOTES PROPOSED 16" WATER MAIN

ENGINEER'S UTILITY NOTES:

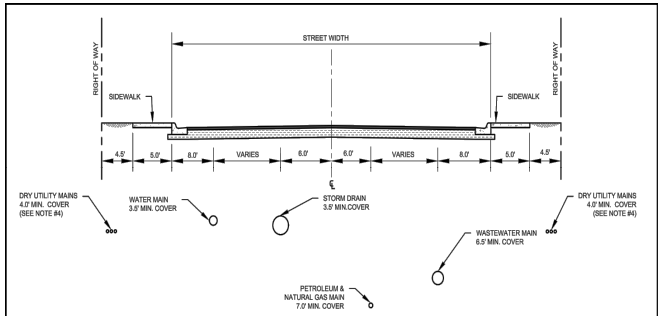
- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYP (1) CAUTION. CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTING OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
4. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. INSTALL 8" 45° HORIZONTAL BEND (M&M) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
7. BEGIN/END WATER MAIN DEFLECTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1 EA. 8"x6" TEE (M&FL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
9. INSTALL NEW 2" WATER METER AND NEW WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 225 SEE SHEET C304. REPLACE SIDEWALK TO NEAREST JOINT. CONTRACTOR TO INFORM EXISTING BUSINESS 3 DAYS PRIOR TO CONSTRUCTION.
10. INSTALL 16" DIAMETER AWWA C900 DR-18 PVC PIPE CASING PER CITY OF MIDLAND DETAILS 307 & 308 ON SHEETS C300. FOR TYPICAL ENCASEMENT, SEE CITY OF MIDLAND DETAIL 805 ON SHEET C301.
11. INSTALL 12" 45° HORIZONTAL BEND (M&M) PER CITY OF MIDLAND PER CITY OF MIDLAND DETAIL No. 616 ON SHEET C304.
12. INSTALL 1 EA. 8"x8" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (M&MB), (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
13. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" x 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x4" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
14. INSTALL 1 EA. 8"x8" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
15. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. RECONNECT EXISTING/NEW 2" WATER SERVICE LATERAL TO PROPOSED 8" WATER MAIN PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C302.
17. INSTALL 1 EA. 8"x6" TEE (M&FL) PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. RECONNECT EXISTING PIV ASSEMBLY PER CITY OF MIDLAND DETAIL 901 SEE SHEET C305. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 1 EA. 45° VERTICAL BEND (M&MB) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. INSTALL 1 EA. 45° VERTICAL BEND (M&MB) PER CITY OF MIDLAND DETAIL No. 612 AND 613 SEE SHEET C303. INSTALL 1 EA. 8"x8" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
20. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
21. INSTALL 1 EA. 8"x8" CROSS (M&MB) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 8" GATE VALVES WITH VALVE BOXES (M&MB) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
22. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
23. INSTALL 1 EA. 8"x8" CROSS (M&MB) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 3 EA. 8" GATE VALVES WITH VALVE BOXES (M&MB) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
24. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x6" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 4" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8"x4" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
26. INSTALL 1 EA. 16"x16" CROSS (M&MB) PER CITY OF MIDLAND DETAIL "A" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 16" HORIZONTAL GATE VALVES WITH VALVE BOXES (M&MB), 1 EA. 8" GATE VALVES WITH VALVE BOXES (M&MB), PER CITY OF MIDLAND DETAIL No. 608(A), 608(B), 609 SEE SHEET C303. INSTALL 1 EA. 16"x8" REDUCERS (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
27. TIE-IN PROPOSED 16" WATER MAIN TO EXISTING 16" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 16" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
28. INSTALL 1 EA. 12"x12" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
29. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN. ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 6" DRESSER COUPLING.~~ INSTALL 2 EA. 6" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
30. INSTALL 1 EA. 8"x6" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 6" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 6" DRESSER COUPLING. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
31. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 8" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 1 EA. 8" DRESSER COUPLING.~~ INSTALL 2 EA. 8" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
32. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 2" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 2 EA. 8" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x2" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
33. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, ~~CONTRACTOR TO PREPARE EXISTING PIPE FOR DRESSER COUPLING.~~ FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. ~~INSTALL 2 EA. 12" DRESSER COUPLING.~~ INSTALL 2 EA. 12" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
34. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. INSTALL 1 EA. 8" 45° BEND (M&MB) PER CITY OF MIDLAND DETAIL NO. 616 SEE SHEET C304. INSTALL 1 EA. 8"x6" REDUCER (M&MB). DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
35. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
36. INSTALL 1 EA. 12"x12" CROSS (M&MB) PER CITY OF MIDLAND DETAIL "B" No. 601 SEE SHEET C302, DETAIL No. 614 SEE SHEET C304. INSTALL 2 EA. 12" GATE VALVES WITH VALVE BOXES (M&MB), INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (M&MB) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEET C303. INSTALL 2 EA. 12"x8" REDUCERS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
37. INSTALL 1 EA. 12"x12" TEE (M&FL) PER CITY OF MIDLAND DETAIL "C" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 1 EA. 12"x8" REDUCER. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
38. INSTALL 1 EA. 8"x6" TEE (M&FL) PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C302, DETAIL No. 615 SEE SHEET C304. INSTALL 1 EA. 8" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL No. 603 SEE SHEET C302. LATERAL PIPE TO BE C-900 PVC, LENGTH PER PLANS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
39. INSTALL 12" 90° BEND (M&MB) PER CITY OF MIDLAND DETAIL No. 616 SEE SHEET C304. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
40. CONTRACTOR TO TIE-IN EXISTING WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR PRESSURE COUPLING. FIELD VERIFY EXISTING CONDITIONS PIPE AND MATERIALS. ~~INFORM THE ENGINEER OF RECORD OF ANY DEVIATION TO A DRESSER COUPLING SOLUTION.~~ EXISTING TEE FITTING, VALVE, AND FIRE HYDRANT AT TIE-IN TO REMAIN.
41. INSTALL 1 EA. 12" GATE VALVE WITH VALVE BOX (M&FL) PER CITY OF MIDLAND DETAIL No. 608(A), 608(B) SEE SHEETS C303. INSTALL 12" CAP AND BLOCKING PER CITY OF MIDLAND DETAIL 617 SEE SHEET C302.
42. CONTRACTOR TO REMOVE EXISTING WATER VALVE AND CAP EXISTING TEE.

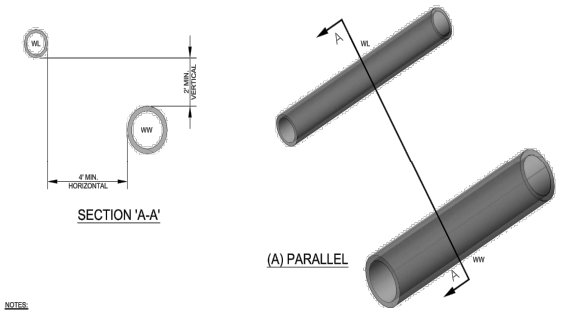
CITY OF MIDLAND
APPROVED AS NOTED
10.06.2022
ENGINEERING
ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS
The review of engineering plans pertains only to the conformity of such plans to the ordinances of the City of Midland, Texas, and the laws of the State of Texas. The City of Midland does not verify any information contained in these plans regarding the location or depth of any utility or other structure. The Contractor is responsible for the protection of all utilities and other structures, and shall be responsible for any damage to such utilities or structures caused by his operations. The Contractor shall notify the Texas One Call System at 811 or 1-800-245-4545 at least 48 hours before excavating as required by Texas Law. The approval of these plans does not relieve the Contractor of responsibility for compliance with the Texas Administrative Code, Chapter 18, Rules and Regulations for Enforcing the Underground Facility Damage Prevention and Safety Act, the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, the Texas Department of Transportation Manual on Uniform Traffic Control Devices, the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

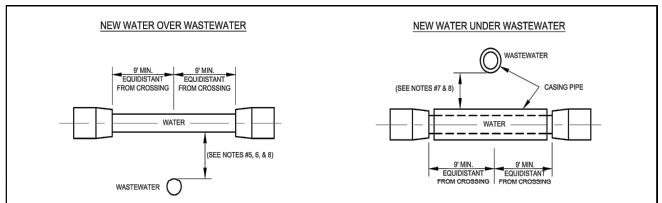
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
LOCAL STREET UTILITY MAIN SPACING			DETAIL: 304



NOTES:

1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL, THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

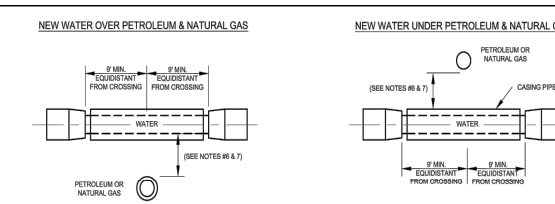
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
PARALLEL WATER & WASTEWATER SPACING			DETAIL: 306



NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
NEW WATER MAIN CROSSING WASTEWATER MAIN			DETAIL: 307



NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE			DETAIL: 308

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F:\2021\210128 CITY OF MIDLAND\MICHIGAN AVENUE WATER MAIN REPLACEMENT\DWG\CIVIL CONSTRUCTION PLANS\210128 C300 UTILITY DETAILS.DWG

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TEXAS SURVEY FIRM #: 10194514
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NO.	REVISIONS	BY	APPR.	DATE

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

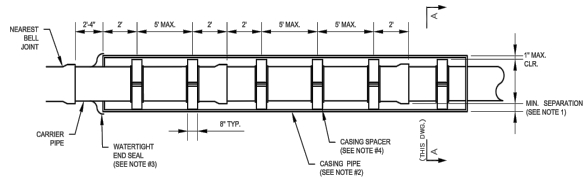
UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

CITY OF MIDLAND, TEXAS
APPROVED
10.06.2022
ENGINEERING

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

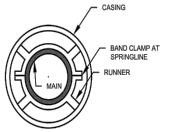
SHEET C300 OF 23



CROSS SECTION VIEW

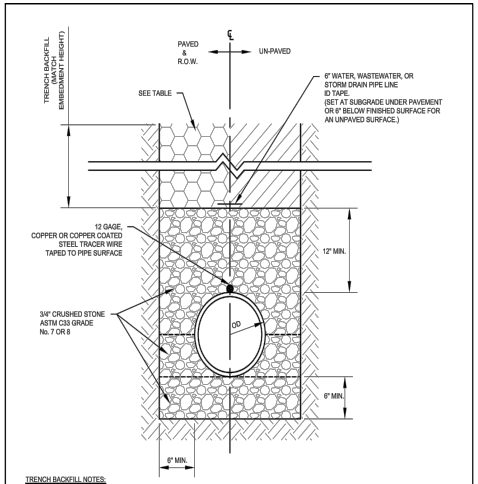
NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HOPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

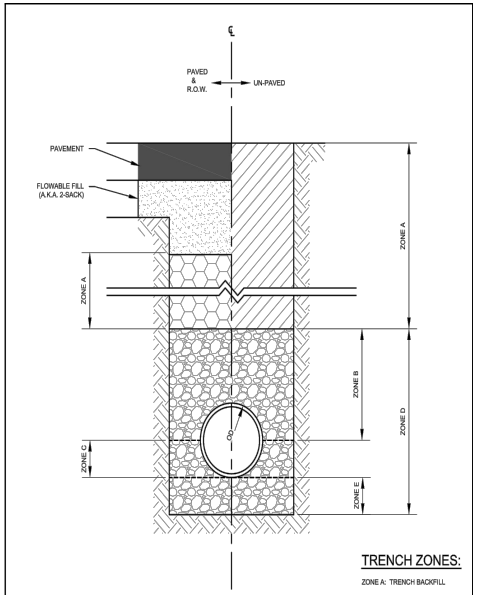
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

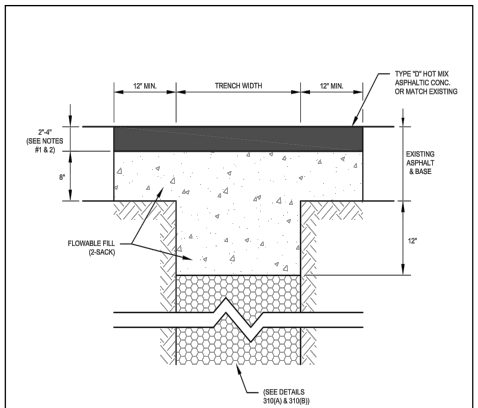
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TRENCHING AND BEDDING		310(A)	



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

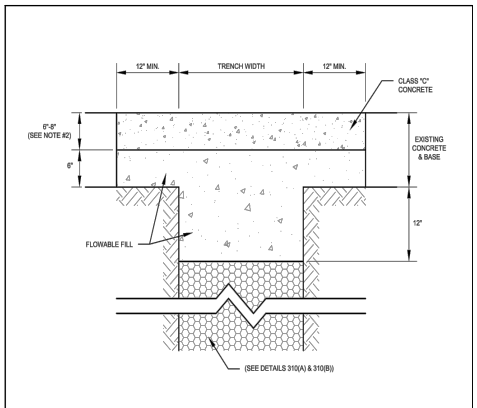
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TRENCHING AND BEDDING		310(B)	



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
ASPHALT TRENCH PAVEMENT REPLACEMENT		311	



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 6" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 6" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CONCRETE TRENCH PAVEMENT REPLACEMENT		312	

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

APPROVED for compliance with ordinances

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS proceeding to plan authority is visible 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 representations made in the application, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data which are in violation of the ordinances adopted in addition to the City Director of Engineering Services Department from revoking any APPROVAL issued under the provisions of this Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

PACKET

7.285

December 13, 2022

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BY	APPR.	DATE	REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

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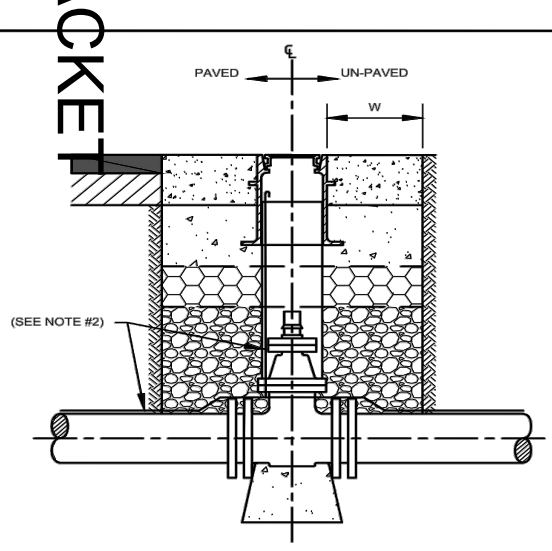
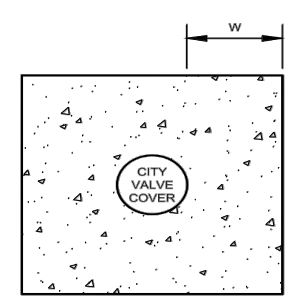


CROSS SECTION VIEW



PLAN VIEW

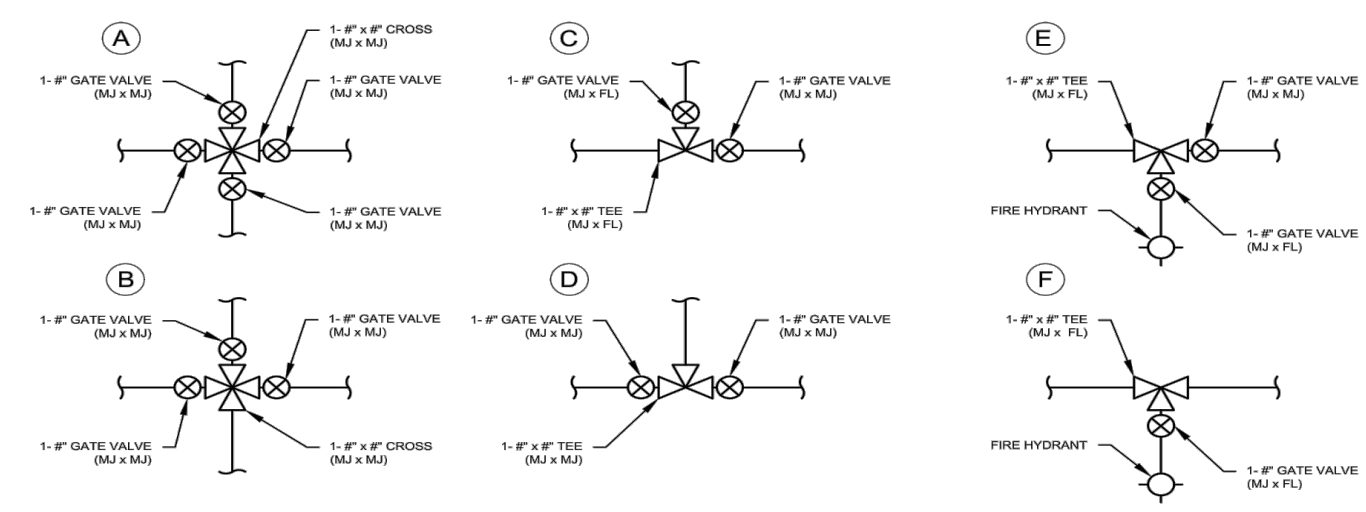
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | EFFECTIVE DATE: MICHIGAN AVE. UTIL. IMP. | SCALE: NTS | DETAIL: 320

VALVE DETECTOR WIRE END

CROSS FITTING RESTRAINTS | TEE FITTING RESTRAINTS | FIRE HYDRANT RESTRAINTS

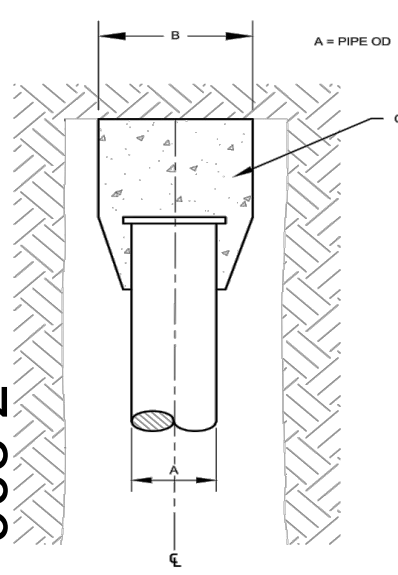


NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 601

TYPICAL FITTING
RESTRAINT CONFIGURATIONS



CAP BLOCKING

7.286

PIPE OD A	BLOCKING DIMENSIONS	
	B	*C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

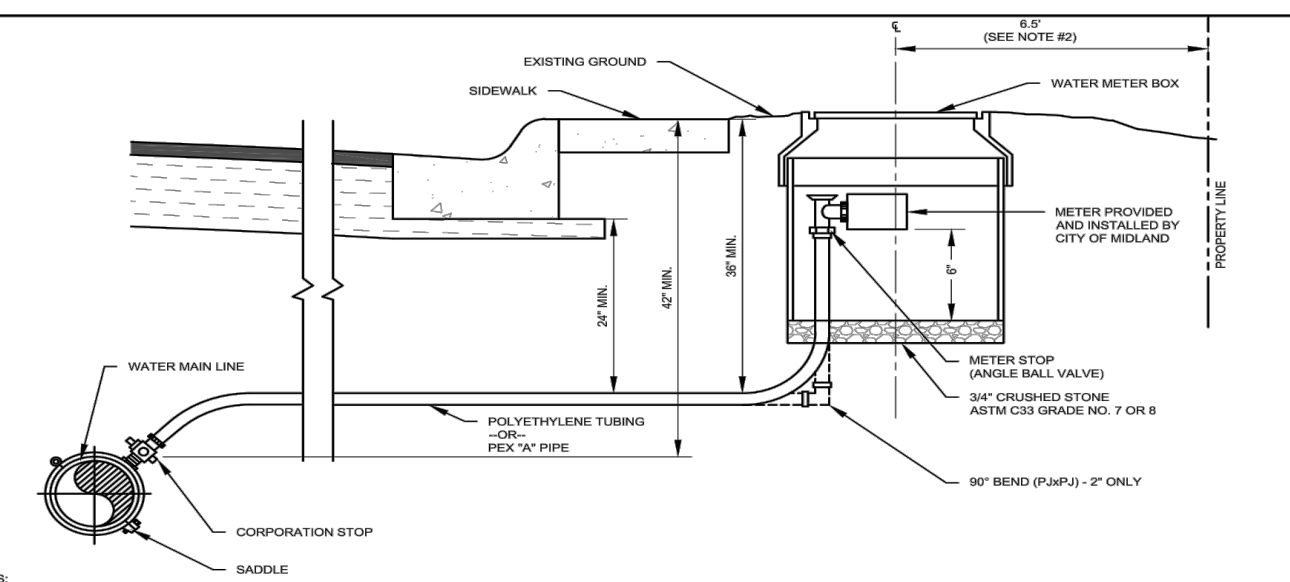
*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. CAP ALL WATER MAIN STUB OUTS.
2. FORM ALL CONCRETE THRUST BLOCKING . DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 617

BLOCKING FOR CAP



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 604(A)

1" AND 2" WATER METER AND
SERVICE CONNECTION

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

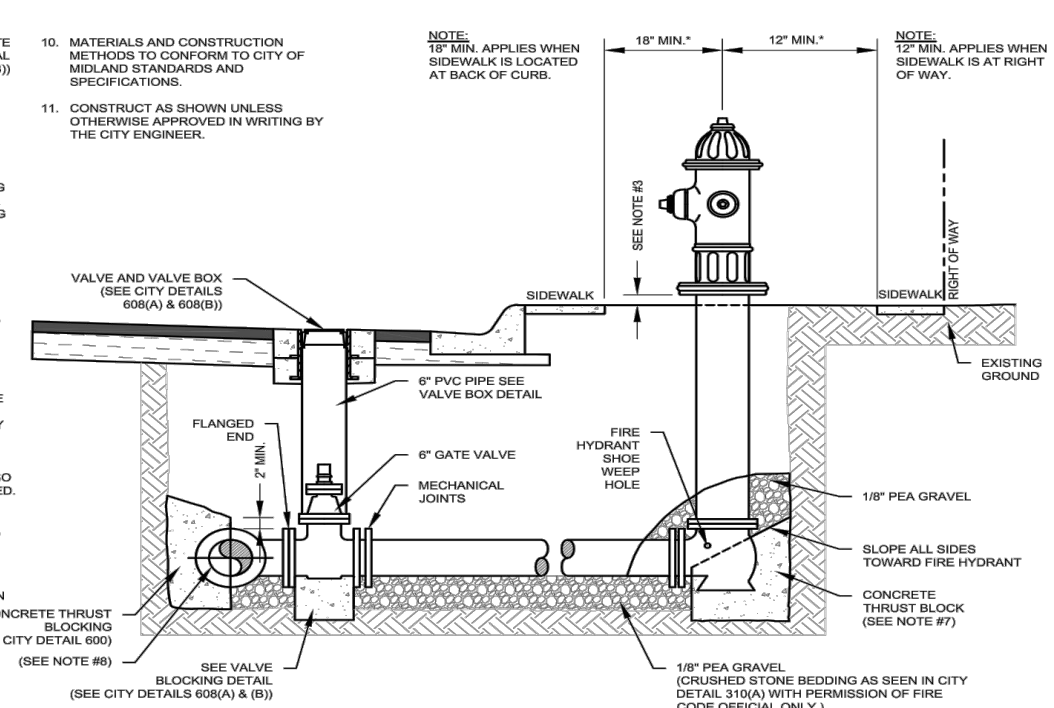
MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 604(B)

1" AND 2" WATER METER AND
SERVICE CONNECTION

December 13, 2022

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 603

FIRE HYDRANT
NEW WATER MAIN

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a guarantee or authorization for any violation of any of the provisions of the City Code, or 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.

SHEET C302 OF 23

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
09/09/2022

UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 210128

Δ	REVISIONS	BY	APPR.	DATE

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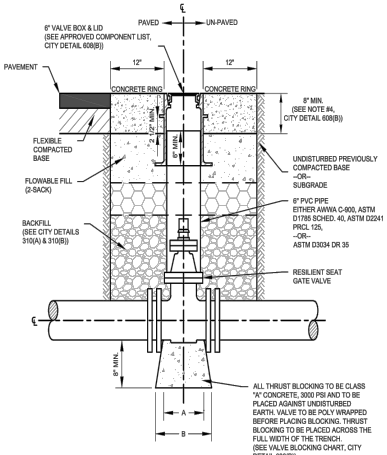


DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX		608(A)
APPROVED: MCC			

APPROVED COMPONENT LIST

NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 MJ	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 MJ	M & H 4067-0	OR APPROVED EQUAL
3	CLOW 2838 MJ	CLOW 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART

PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

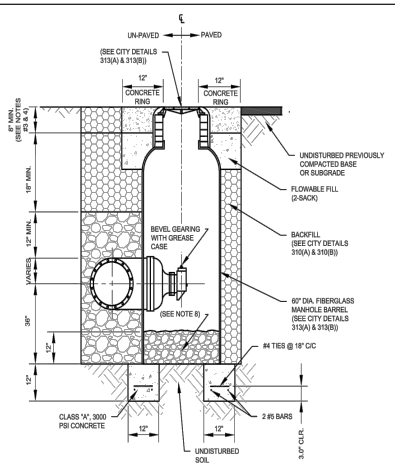
1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT,) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT,) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX DETAILS		608(B)
APPROVED: MCC			

CITY OF MIDLAND TEXAS
APPROVED
10.06.2022
ENGINEERING

APPROVAL IS CONDITIONAL AND NOT A GUARANTEE

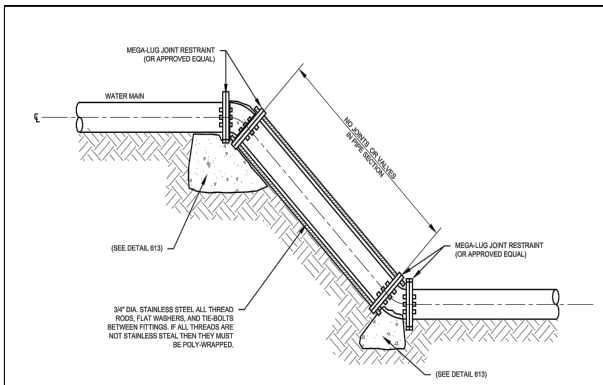
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presumes to give authority to violate or cancel 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. The issuance of this APPROVAL based on the submitted plans shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans and/or construction. The Director of Engineering Services Department is authorized to stop installation 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.



NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL, JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	HORIZONTAL GATE VALVE AND VAULT		609
APPROVED: MCC			



NOTES:

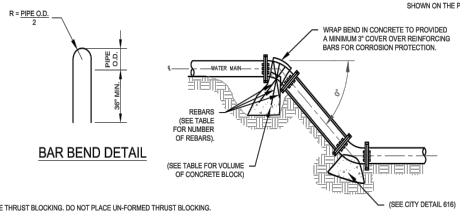
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	WATER MAIN VERTICAL OFFSET		612
APPROVED: MCC			

DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			

7.287

December 13, 2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1				

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21018

UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET
C303
OF 23

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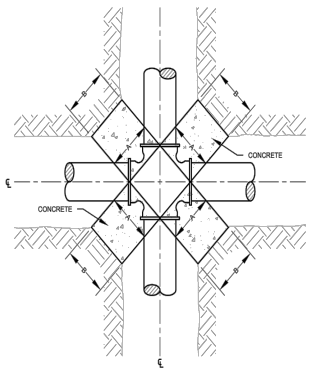
F:\2021\21018\CITY OF MIDLAND\MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\21018 C303 UTILITY DETAILS.DWG



CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

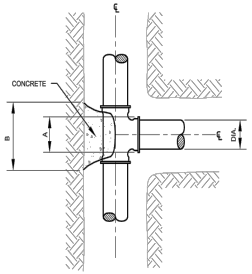
CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CROSS		614
APPROVED: MCC			



TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

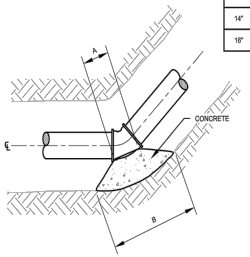
"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 8"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			



BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

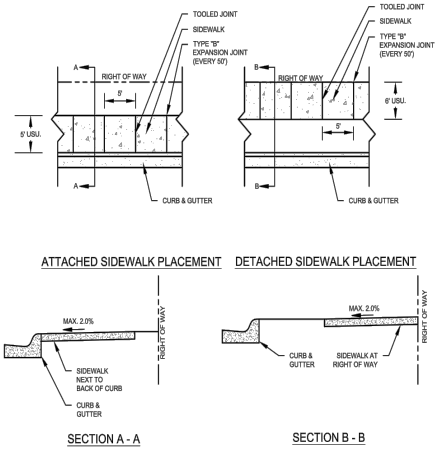
DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-8"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-8"	1'-8"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-8"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-6"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



SECTION A - A

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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD SIDEWALK		225
APPROVED: MCC			

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TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE	REVISIONS

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 2101.28

UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

CITY OF MIDLAND APPROVED 10.06.2022 ENGINEERING

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C304 OF 23

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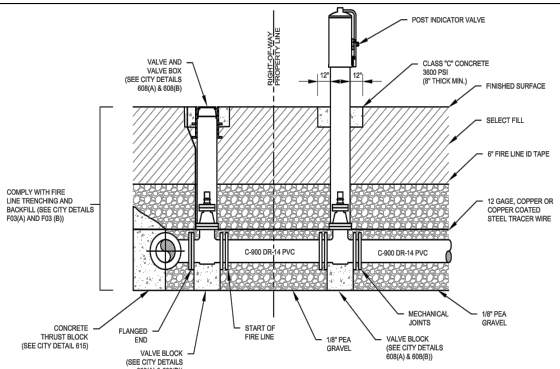
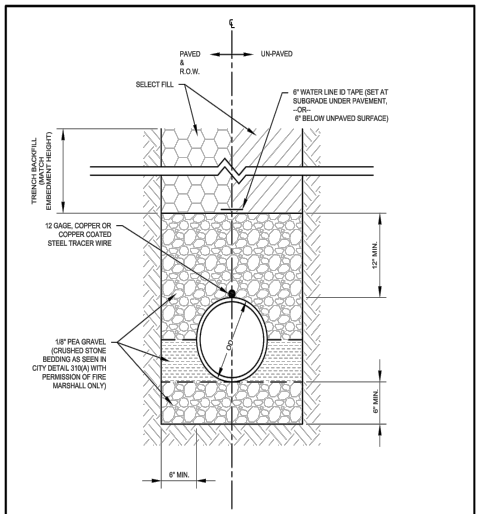
P:\2021\2101.28 CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\2101.28 C304 UTILITY DETAILS.DWG



NOTES:

1. ALL VALVE BOXES TO BE SET IN CONCRETE COLLARS AND BE FLUSH WITH THE FINAL SURFACE GRADE.
2. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

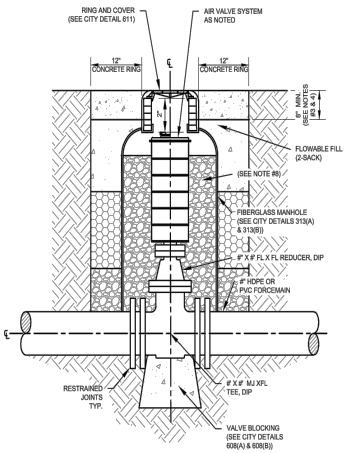
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE SERVICE LINE		F01
APPROVED: MCC			



NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. USE SELECT FILL FOR ALL BACKFILL MATERIAL.
3. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
4. PLACE BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
5. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

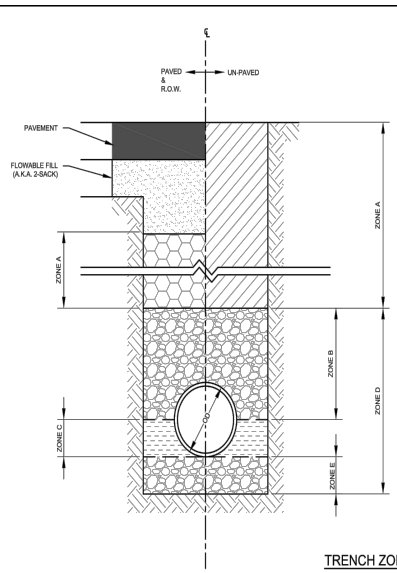
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
FIRE LINE TRENCHING AND BEDDING		F03(A)	



NOTES:

1. USE AN A.R.I. D-025 SB WITH A 4" TUBE LENGTH OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N, 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
WATER AIR RELIEF VALVE		610	



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
FIRE LINE TRENCHING AND BEDDING		F03(B)	

CITY OF MIDLAND APPROVED ENGINEERING 10.06.2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE

DRAWN BY: MJD
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21028

UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
MICHIGAN AVENUE UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
09/09/2022

SHEET C305 OF 23

F:\2021\21028-CITY OF MIDLAND-MICHIGAN AVENUE WATER MAIN REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION PLANS\21028 C305 UTILITY DETAILS.DWG
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RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MICHIGAN AVENUE UTILITY PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,707,794.00; APPROVING $170,779.40 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, Motion 124-2022 approved plans and specifications and authorized advertisement for sealed bids for the Michigan Avenue Utility Project; and

WHEREAS, Bid No. PU21-02 was opened on November 17, 2022 with the lowest and most responsible bid being submitted by Boler Equipment Service, Inc., as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Boler Equipment Service, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Boler Equipment Service, Inc., for the Michigan Avenue Utility Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $170,779.40 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to approve $50,000.00 for project related expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Boler Equipment Service, Inc., for the amount of $1,707,794.00 for the Michigan Avenue Utility Project. Said contract being attached hereto as Exhibit B and incorporated herein for all purposes.

SECTION TWO. That the sum of $170,779.40 for contingencies is hereby approved

for said contract.

SECTION THREE. That the sum of $50,000.00 for project related expenses is hereby approved for said contract.

SECTION FOUR. That funds are available in the Utilities Fund operating budget and will be transferred and appropriated to a project for the said purposes.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., pursuant to the terms of said contract from funds available in the project for said purposes upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 8

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE GARFIELD STREET PAVING AND UTILITY BOND PROJECT - BREAK OUT 02 (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Resolution rejecting the sole bid received for the Garfield St Paving & Utility Bond Project - Breakout 02.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Garfield St Paving & Utility Bond Project - Breakout 02. The bid request was sent to one hundred five (105) companies. We received one (1) bid. Staff recommends rejecting the sole bid received for the Garfield St Paving & Utility Bond Project - Breakout 02. Please see the attached memo from Jose Ortiz, Director of Engineering Services, for more information.

Therefore, please consider a resolution rejecting the sole proposal for the Garfield St Paving & Utility Bond Project - Breakout 02.

Tina Dawg

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz, P.E.; City of Midland, Engineer Director

SUBJECT: Garfield Street Paving and Utility Bond Project – Breakout 02

DATE: December 2, 2022

Erika,

Engineering staff has reviewed the bid tabulation for the Garfield Street Paving and Utility Bond Project – Breakout 02. The sole bidder presented a bid that is three times higher than the cost estimate for the project so staff is recommending rejection of the sole bid.

Jose E. Ortiz, P.E.
Engineer Director

Cc: Regina Stephenson

RESOLUTION NO. _____

RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE GARFIELD STREET PAVING AND UTILITY BOND PROJECT - BREAK OUT 02

WHEREAS, the City Manager advertised for competitive bids for the Garfield Street Paving and Utility Bond Project - Break Out 02 (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the sole bid received for the Project, which was opened on November 30, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole bid received for the Project is hereby rejected.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND - BID TABULATION

BID # 23001031 Garfield St Paving & Utility Bond Project - Breakout 02 OPENED November 30, 2022	Reece Albert, Inc. P.O. Box 3238 Midland, Texas 79702 Mike Hester 432-570-0481

Item No.	Quantity	Description	Unit Price	Total Amount
Project Name: Garfield Street Paving & Utility Bond Project – Break Out 02				
Project Number: BPU18-02				
Base Bid: Miscellaneous Items				
1)	18	Mobilization, furnished, installed, complete and in place	$147,846.82	$2,661,242.76
	MO			
2)	84	3" AWWA C 900 DR18, PVC, Pipe Conduit, furnished, installed, complete and in place	$74.46	$6,254.64
	LF			
3)	12	Bypass Pumping, furnished, installed, complete and in place.	$34,304.00	$411,648.00
	WK			
4)	18	Erosion/Sediment Control, furnished, installed, complete and in place.	$621.38	$11,184.84
	MO			
5)	18	Traffic Control, furnished, installed, complete and in place.	$6,819.59	$122,752.62
	MO			
Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	18	Job Site Safety, furnished, installed, complete and in place.	$288.62	$5,195.16
	MO			
7)	1,330	Material Mark up, complete and in place.	$4.10	$5,453.00
	SY			
8)	1	Labor Mark up (Regular Work Hours), complete and in place.	$6,329.15	$6,329.15
	LS			
9)	N/A	Material Mark up, complete and in place.	$0.05	$N/A
10)	N/A	Labor Mark up (Regular Work Hours), complete and in place.	$0.10	$N/A
11)	N/A	Equipment Rental Mark up (Non Standard Equipment Only), complete and in place.	$0.10	$N/A
Total Miscellaneous Items 1 11		**$3,230,060.17**		
Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2,770	Removal & Disposal of Existing Water Main, complete and in place.	$67.12	$185,922.40
	LF			
2)	2,510	Removal & Disposal of Existing Wastewater Main, complete and in place.	$96.95	$243,344.50
	LF			
3)	390	Removal & Disposal of Existing Storm Drain, complete and in place.	$178.98	$69,802.20
	LF			

4)	70	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	$305.75	$21,402.50
	CY			
5)	2	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place.	$5,220.18	$10,440.36
	EA			
6)	13	Removal & Disposal of Existing 48" Manhole, (0' 5' Deep), complete and in place.	$7,606.54	$98,885.02
	EA			
7)	90	Remove & Disposal of Existing 48" Manhole Additional Depth, (> 5' Deep), complete and in place.	$507.10	$45,639.00
	VF			
Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	27,008	Unclassified Roadway Excavation (Depth ≤ 18"), complete and in place.	$7.83	$211,472.64
	SY			
9)	24,341	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	$6.21	$151,157.61
	SY			
10)	33,340	2" Milling Unclassified Asphalt Pavement, complete and in place.	$6.03	$201,040.20
	SY			
11)	2,304	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place.	$25.37	$58,452.48
	SY			
12)	3,240	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place.	$17.06	$55,274.40
	LF			
13)	740	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place.	$44.85	$33,189.00
	SY			
14)	4	Removal & Disposal of Existing Sign Assembly, complete and in place.	$149.15	$596.60
	EA			
15)	6	Removal & Disposal of Existing Signal Assembly & Foundation, complete and in place.	$2,982.96	$17,897.76
	EA			
Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Demolition Items 1 15		**$1,404,516.67**		
Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3,740	12" AWWA C 900 DR18, PVC, Water Main, furnished, installed, complete and in place.	$402.70	$1,506,098.00
	LF			
2)	160	8" AWWA C 900 DR18, PVC, Water Main, furnished, installed, complete and in place.	$346.02	$55,363.20
	LF			
3)	840	6" AWWA C 900 DR18, PVC, Water Main, furnished, installed, complete and in place.	$328.13	$275,629.20
	LF			

4)	14	12” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	$7,159.10	$100,227.40
	EA			
5)	3	8” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	$3,728.70	$11,186.10
	EA			
6)	23	6” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	$2,833.81	$65,177.63
	EA			
7)	16	Fire Hydrant Assembly, (≤ 5’ Water Main Bury Depth), furnished, installed, complete and in place.	$8,501.43	$136,022.88
	EA			
Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	16	Fire Hydrant Riser, (> 5’ Water Main Bury Depth), furnished, installed, complete and in place.	$2,207.39	$35,318.24
	VF			
9)	2	Ductile Iron Fittings, furnished, installed, complete and in place.	$41,761.39	$87,698.92
	TON			
10)	27	12”x1” Tapping Saddle for water service connection, furnished, installed, complete and in place.	$775.57	$20,940.39
	EA			
11)	27	1” Water Service Connection, furnished, installed, complete and in place.	$2,117.90	$57,183.30
	EA			
12)	740	1” Water Service Lateral, furnished, installed, complete and in place.	$40.27	$29,799.80
	LF			
13)	27	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place.	$552.02	$14,904.54
	EA			
14)	4,700	Open Trenching of Water Main, furnished, installed, complete and in place.	$29.83	$140,201.00
	LF			
Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
Total Water Items 1 14		**$2,535,750.60**		
Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	20	18” SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place.	$633.88	$12,677.60
	LF			
2)	3,380	12” SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place.	$504.12	$1,703,925.60
	LF			
3)	180	8” SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place.	$444.46	$80,002.80
	LF			
4)	80	6” SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place.	$429.55	$34,364.00
	LF			
5)	1	72” Fiberglass Manhole & Cover, (0’ 5’ Deep), furnished, installed, complete and in place.	$23,565.36	$23,565.36
	EA			

6)	10	48" Fiberglass Manhole & Cover, (0' 5' Deep), furnished, installed, complete and in place.	$12,230.12	$122,301.20
	EA			
Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	11	72" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	$1,849.40	$20,343.40
	VF			
8)	80	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	$999.29	$79,943.20
	VF			
9)	2,540	Open Trenching of Wastewater Main (0' 14' Deep), furnished, installed, complete and in place.	$44.74	$113,639.60
	LF			
10)	1,120	Open Trenching of Wastewater Main (14' 16' Deep), furnished, installed, complete and in place.	$62.64	$70,156.80
	LF			
Total Wastewater Items 1 10		**$2,260,919.56**		
Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	190	6'x4' Reinforced Concrete Box Culvert, Storm Drain, furnished, installed, complete and in place.	$1,730.11	$328,720.90
	LF			
2)	3,840	3'x3' Reinforced Concrete Box Culvert, Storm Drain, furnished, installed, complete and in place.	$879.97	$3,379,084.80
	LF			
3)	240	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place.	$492.19	$118,125.60
	LF			
4)	40	18" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place.	$445.95	$17,838.00
	LF			
5)	1,300	24" ASTM F2619, HDPE, Storm Drain, furnished, installed, complete and in place.	$671.17	$872,521.00
	LF			
6)	3	8'x8' Reinforced Concrete Junction Box, furnished, installed, complete and in place.	$12,677.56	$38,032.68
	EA			
7)	15	6'x6' Reinforced Concrete Junction Box, furnished, installed, complete and in place.	$32,812.52	$492,187.80
	EA			
Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	16	48" Reinforced Concrete Manhole & Cover, (0' 5' Deep), furnished, installed, complete and in place.	$13,721.60	$219,545.60
	EA			
9)	5	48" Fiberglass Manhole & Cover, (0' 5' Deep), furnished, installed, complete and in place, for the sum of: _____dollars and cents per each. (Pay Note SD6)	$12,080.97	$60,404.85
	EA			
10)	15	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	$999.29	$14,989.35
	VF			

11)	8	10'x5' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place.	$15,063.93	$120,511.44
	EA			
12)	1	5'x2.5' Reinforced Concrete Grate Inlet, furnished, installed, complete and in place.	$14,467.33	$14,467.33
	EA			
13)	5,610	Open Trenching of Storm Drain, furnished, installed, complete and in place.	$67.12	$376,543.20
	EA			
Total Storm Drain Items 1 13		**$6,052,972.55**		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	27,008	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place.	$6.39	$172,581.12
	SY			
2)	23,761	8" Jointed Concrete Pavement, furnished, installed, complete and in place.	$212.61	$5,051,826.21
	SY			
3)	1,181	8" Jointed Concrete Pavement Truck Apron, furnished, installed, complete and in place.	$233.86	$276,188.66
	SY			
4)	3,667	2" Type D HMAC Asphalt Pavement Surface Course (PG70 22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	$218.97	$802,962.99
	TON			
5)	1,020	Concrete Asphalt Pavement Transition Sleeper Slab, furnished, installed, complete and in place.	$379.87	$387,467.40
	SY			
6)	325	Bituminous Prime Coat (MC 30, 0.20 Gal / SY), furnished, installed, complete and in place.	$8.82	$2,866.50
	GAL			
7)	367	Tack Coat (MC-30, 0.10 Gal/SY), furnished, installed, complete and in place.	$5.39	$1,978.13
	GAL			
8)	78	8" Concrete Median, furnished, installed, complete and in place.	$391.48	$30,535.44
	SY			

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	642	8" Concrete Fillet, furnished, installed, complete and in place.	$408.16	$262,038.72
	SY			
10)	250	6" Concrete Alley Approach, furnished, installed, complete and in place.	$269.85	$67,462.50
	SY			
11)	276	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place.	$269.78	$74,459.28
	SY			
12)	226	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	$163.35	$36,917.10
	LF			
13)	528	Type C Concrete Curb & Gutter, furnished, installed, complete and in place.	$108.67	$57,377.76
	LF			
14)	2,643	Type R Concrete Curb & Gutter, furnished, installed, complete and in place.	$93.40	$246,856.20
	LF			
15)	330	6" Vertical Concrete Curb, furnished, installed, complete and in place.	$117.08	$38,636.40
	LF			

16)	305	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	$505.64	$154,220.20
	SY			
Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
17)	66	6” Concrete Sidewalk (Median), furnished, installed, complete and in place.	$227.51	$15,015.66
	SY			
18)	1,480	4” Concrete Sidewalk, furnished, installed, complete and in place.	$197.83	$292,788.40
	SY			
19)	20	Storm Inlet Ring & Cover Adjustment, furnished, installed, complete and in place.	$5,358.33	$107,166.60
	EA			
20)	11	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	$4,445.97	$48,905.67
	EA			
21)	40	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	$4,938.93	$197,557.20
	EA			
22)	27	Meter Box Adjustment, furnished, installed, complete and in place.	$5,485.17	$148,099.59
	EA			
23)	126	Flowable Fill / 2 Sack Backfill, furnished, installed, complete and in place.	$317.48	$40,002.48
	SY			
Total Paving Items 1 23		**$8,513,910.21**		
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	370	Eliminate Existing Pavement Markings and Markers (Line Markings), furnished, installed, complete and in place.	$14.91	$5,516.70
	LF			
2)	5,100	Retroreflectorized Pavement Markings, TxDOT Item 666 (4”, White, Broken), furnished, installed, complete and in place.	$1.86	$9,486.00
	LF			
3)	10,570	Retroreflectorized Pavement Markings, TxDOT Item 666 (4”, Yellow, Solid), furnished, installed, complete and in place.	$1.49	$15,749.30
	LF			
4)	840	Retroreflectorized Pavement Markings, TxDOT Item 666 (4”, Yellow, Broken), furnished, installed, complete and in place.	$1.86	$1,562.40
	LF			
5)	420	Retroreflectorized Pavement Markings, TxDOT Item 666 (8”, White, Solid), furnished, installed, complete and in place.	$3.73	$1,566.60
	LF			
6)	350	Retroreflectorized Pavement Markings, TxDOT Item 666 (24”, White, Solid), furnished, installed, complete and in place.	$19.39	$6,786.50
	LF			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	17	Prefabricated Retroreflectorized Pavement Markings, TxDOT Item 666 (White, Arrow Symbol), furnished, installed, complete and in place.	$745.74	$12,677.58
	EA			
8)	6,490	Thermoplastic Pavement Markings, TxDOT Item 668 (4”, White, Broken), furnished, installed, complete and in place.	$1.86	$12,071.40

	LF			
9)	9,240	Thermoplastic Pavement Markings, TxDOT Item 668 (4", Yellow, Solid), furnished, installed, complete and in place.	$1.49	$13,767.60
	LF			
10)	640	Thermoplastic Pavement Markings, TxDOT Item 668 (4", Yellow, Broken), furnished, installed, complete and in place.	$1.86	$1,190.40
	LF			
11)	920	Thermoplastic Pavement Markings, TxDOT Item 668 (8", White, Solid), furnished, installed, complete and in place.	$3.73	$3,431.60
	LF			
12)	140	Thermoplastic Pavement Markings, TxDOT Item 668 (8", White, Dotted), furnished, installed, complete and in place.	$3.73	$522.20
	LF			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	90	Thermoplastic Pavement Markings, TxDOT Item 668 (12", Yellow, Solid), furnished, installed, complete and in place.	$10.44	$939.60
	LF			
14)	120	Thermoplastic Pavement Markings, TxDOT Item 668 (18", White, Solid), furnished, installed, complete and in place.	$14.91	$1,789.20
	LF			
15)	1,460	Thermoplastic Pavement Markings, TxDOT Item 668 (24", White, Solid), furnished, installed, complete and in place.	$19.39	$28,309.40
	LF			
16)	90	Thermoplastic Pavement Markings, TxDOT Item 668 (24", White, Yield Lines), furnished, installed, complete and in place.	$111.86	$10,067.40
	LF			
17)	16	Prefabricated Thermoplastic Pavement Markings, TxDOT Item 668 (White, Arrow Symbol), furnished, installed, complete and in place.	$447.44	$7,159.04
	EA			
18)	1	Small Sign Assembly, 60"x18" Street Direction Sign, Cuthbert Direction Arrow (TxDOT D1 1d), furnished, installed, complete and in place.	$920.24	$920.24
	EA			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
19)	1	Small Sign Assembly, 72"x18" Street Direction Sign, Garfield Direction Arrow (TxDOT D1 1d), furnished, installed, complete and in place.	$920.24	$920.24
	EA			
20)	4	Small Sign Assembly, 36"x36" x36" Yield Sign (TxDOT R1 2), furnished, installed, complete and in place.	$920.24	$3,680.96
	EA			
21)	4	Small Sign Assembly, 24"x18" To Traffic From Left Sign (TxDOT R1 2bP), furnished, installed, complete and in place.	$920.24	$3,680.96
	EA			
22)	1	Small Sign Assembly, 48"x30" Lane Use Control Sign (TxDOT R3 8b), furnished, installed, complete and in place.	$920.24	$920.24
	EA			
23)	1	Small Sign Assembly, 36"x36" Lane Use Control Sign (TxDOT R3 8LT TR), furnished, installed, complete and in place.	$920.24	$920.24
	EA			

24)	4	Small Sign Assembly, 24”x30” Keep Right Sign (TxDOT R4 7), furnished, installed, complete and in place.	$920.24	$3,680.96
	EA			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
25)	4	Small Sign Assembly, 60”x24” Roundabout Direction Sign (TxDOT R6 4b), furnished, installed, complete and in place.	$920.24	$3,680.96
	EA			
26)	2	Small Sign Assembly, 36”x36” Roundabout Sign (TxDOT W2 6), furnished, installed, complete and in place.	$920.25	$1,840.50
	EA			
27)	2	Small Sign Assembly, 30”x30” Roundabout Sign (TxDOT W2 6), furnished, installed, complete and in place.	$920.25	$1,840.50
	EA			
28)	8	Small Sign Assembly, 30”x30” Pedestrian Crossing Sign (TxDOT W11 2), furnished, installed, complete and in place.	$920.24	$7,361.92
	EA			
29)	4	Small Sign Assembly, 18”x18” Advisory Speed Sign (TxDOT W13 1P), furnished, installed, complete and in place.	$920.24	$3,680.96
	EA			
30)	8	Small Sign Assembly, 24”x12” 45 Degree Downward Supplemental Arrow (TxDOT W16 7PL), furnished, installed, complete and in place.	$920.24	$7,361.92
	EA			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
31)	2	Relocate Small Sign Assembly, furnished, installed, complete and in place.	$920.25	$1,840.50
	EA			
32)	26	Flexible Delineator Post, furnished, installed, complete and in place.	$765.13	$19,893.38
	EA			
33)	1	Intersection Signals & Electrical (Garfield St. & Golf Course Rd.), furnished, installed, complete and in place.	$447,443.44	$447,443.44
	LS			
34)	1	Intersection Signals & Electrical (Garfield St. & Louisiana Ave.), furnished, installed, complete and in place.	$111,860.85	$111,860.85
	LS			
35)	1	Intersection Signals & Electrical (Garfield St. & Michigan Ave.), furnished, installed, complete and in place.	$126,775.63	$126,775.63
	LS			
36)	1	Mid Block Signals & Electrical (Garfield St. Pedestrian Crossing), furnished, installed, complete and in place.	$59,659.12	$59,659.12
	LS			
Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
37)	1	Roundabout Signals & Electrical (Garfield St. & Cuthbert Ave.), furnished, installed, complete and in place.	$134,233.03	$134,233.03
	LS			
Total Traffic Items 1 37		**$1,074,789.47**		

Bid Price For:	
1. Miscellaneous Items	$3,230,060.17
2. Demolition Items	$1,404,516.67
3. Water Items	$2,535,750.60
4. Wastewater Items	$2,260,919.56
5. Storm Drain Items	$6,052,972.55
6. Paving Items	$8,513,910.21
7. Traffic Items	$1,074,789.47
Total Price	**$25,072,919.23**

City Council Meeting

Item Number: 9

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion rejecting the proposals for Data Network and Internet Services and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for Data Network and Internet Services pursuant to the statutes of the State of Texas for accomplishing the work set forth in the request for proposals, and (ii) negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Motion rejecting the proposals for Data Network and Internet Services and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for Data Network and Internet Services pursuant to the statutes of the State of Texas for accomplishing the work set forth in the request for proposals, and (ii) negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for proposals for Data Network and Internet Services. Staff recommends rejecting all bids and reissuing the request for proposals in effort to lower costs and increase internet speed. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for more information.

City Manager's Office

DATE: November 29, 2022

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request to reject all bids for RFP 22003761. Request for approval to release RFP 23001159R for Internet Service Provider agreement.

We recommend rejecting all current bids for RFP 22003761. Although the RFP process resulted in three proposals, none would provide the best option for the City.

Consider a resolution approving the release of new RFP 23001159R for the Internet Service Provider agreement.

Several of the agreements for the existing Internet Services are nearing expiration. Staff recommends releasing a new RFP for the services agreements in an effort to lower costs and increase internet speeds. In addition, our current service provider was Grande Communications, and Astound Communications has procured this company. We want to ensure that our service level agreements will be met with any new provider, and performing the RFP process confirms this.

The RFP and coordinating attachments are included for your review.

The cost of the services are budgeted within CISD's Information Systems Administration budget and the Airport operating budget fund.

Request for Proposals

RFP 23001159R

for

Data Network & Internet Services

Proposals for this requirement will be accepted until 2:00 P.M. on February 10, 2023.

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

2. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

3. **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.

See Section 1.9 for Pre-proposal Meeting Information

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SCHEDULE OF EVENTS

RFP 23001159R

For

Date Network & Internet Services

Event	Date*
RFP Released	December 13, 2022
Announcements distributed	December 13, 2022
Deadline for Receipt of Announcement/requests for RFP	N/A
Pre-proposal Conference	January 10, 2023
Cutoff Date for inquiries and clarification	January 27, 2023
Proposal Due Date	February 10, 2023
Notification of Vendor Interviews / Product Demonstrations	February 16, 2023
Present Recommendation to Council for Consideration (if BAFO is NOT required)	February 28, 2023
Call for Best and Final Offers (if required)	March 1, 2023
Final Offer Due Date (if required)	March 9, 2023
Present Recommendation to Council for Consideration (if BAFO is required)	March 28, 2023
Intended Date for Contract Award	March 28, 2023

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Information Systems Department (hereinafter referred to as "the City") is pleased to invite you to submit a proposal to support existing, and expand upon, the City's Data Network & Internet Services as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. 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.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared

to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted via ZOOM, Meeting ID: 835 6656 9979 Passcode: 000658 on Tuesday, January 10, 2023 at 1:00 PM. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

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

1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

1.14. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Special incentives (implementation credits, setup fee waivers, etc.) should be highlighted in your response as additional items on the cost summary sheet.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.15. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.16.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.16.2. Each Offeror who submits a proposal represents that:

1.16.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.16.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.16.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.16.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.17. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination,

such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.18. BONDING REQUIREMENTS

Intentionally omitted.

1.19. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.20. SUBCONTRACTING

1.20.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.20.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

1.22. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.23. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.24.2. Terms and Conditions

A proposed contract for services should be included with the offeror's response as an addendum. The contract must include all terms as spelled out in this RFP including, but not limited to:

- 1.24.4 Initial Contract(s) Term
- 1.24.5 Contract Extension price reduction option
- 1.24.6 Escalation limitations
- 4.1 Service Requirements
- 4.2 Contractual Requirements

1.24.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

1.24.4. The initial contract(s) term is for a period of Three (3) years. Renewals of the contract may be made at One (1) year intervals, not to exceed a total of (7) seven years, at the City's option.

1.24.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR 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 PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL 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 OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL

RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. <u>WAIVER:</u>

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;

2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

2.8.

3. SCOPE OF PROJECT

The focus of this RFP is to identify a core vendor(s) that will provide cost-effective and diversified enterprise-class internet access (multiple Internet speed options) to existing and new City locations as defined in Appendix A. The City will consider options to migrate services to one or more vendors that provide the best value as defined by the requirements in this RFP.

The City may choose to select more than one vendor based on pricing and service availability each specific location. It is the City's desire to have a single or dual source selection, but exceptions will

be made, if necessary, to ensure quality service is available at all locations.

More specifically, the City is looking for a vendor(s) that will:

3.1. Work with City of Midland Information Technology staff and its current Vendor(s) to migrate from the incumbent's circuits to the vendor's circuits, which may be scheduled during non-business hours (may be evenings and/or weekends) with no disruption to services. This may entail a ramp-up approach to test and accelerate the cut-over.

3.2. Provide their own premise equipment at no charge to including any monitoring devices. Vendor is required to monitor the performance of their premise equipment.

3.3. Ensure all installed vendor owned hardware containing software and firmware has, for security and performance purposes, the latest version applied to all components. Vendor is required to maintain the hardware with the then latest version of software and firmware throughout the life of the agreement. If latest software and/or firmware cannot be applied due to programming issues and/or known vulnerabilities, the proposer must provide a written explanation of these issues prior to completion of this project.

3.4. Coordinate all work with City staff and designated support teams.

3.5. Schedule work during times that will not affect the operation of City services, which will necessitate evening and week-end hours

3.6. Detail their methodology for providing detection and protection against DoS and DNS attacks at no additional charge to the City.

3.7. Guarantee bandwidth leased by City is dedicated solely to the City from the defined demarcation points. Vendor to provide customer bandwidth allocation and network design strategies employed to mitigate oversubscription.

3.8. Not throttle or filter traffic unless directed by the City of Midland to do so. All TCP/UDP ports will be open (i.e., HTTP, HTTPS, MPLS, SD-WAN, and VPN).

3.9. Filter traffic (i.e. All non-routable IP networks should not be forwarded to City).

3.10. Include a detailed schematic of all proposed fiber and cable runs to serve The City's data network and Internet access. Show all routes, local loops and paths.

- 3.10.1. Vendor to detail the transport medium (fiber, copper, service provider) at all points along the proposed route(s) for The City network. The detail includes the identity of THIRD-PARTY infrastructure providers and owners.
- 3.10.2. Vendor must detail in depth their network footprint indicating all NAP's and POPs in the region.
- 3.10.3. Vendor must provide the number of hops in the proposed route(s) servicing The City's network.
- 3.10.4. The physical connectivity between demarcation point and the Internet Service Provider's point-of-presence (POP) should not be shared.
- 3.10.5. For proposed routes that must be shared, vendor must provide the number of customers utilizing the same route, total bandwidth purchased by customer utilizing the same route and bandwidth capacity of proposed route. Vendor must show the average and peak utilization of this route.

3.11. List any significant changes planned for their network transpiring over the next 12 months that will alter the information provided in response to this RFP.

3.12. Provide network performance statistics within the Midland geographic service area for the last 12 months including any third-party reports.

3.13. Provide the detail process and methodology for handling outages to ensure business continuity.

3.14. Provide City with secondary DNS services at no additional cost

4. REQUIREMENTS

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the feature or requirement is normally included and will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

4.1. SERVICES REQUIREMENTS

4.1.1. Support Requirements (All Required)

4.1.1.1. Vendor to notify, within 1 hour, the City in the event of vendor network outage.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.1.2. Vendor to dedicate an account representative or team to City. The dedicated representative(s) can work with other clients, but this person will be the primary point of contact for the City.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.1.3. City reserves the right to request a change and reject any account representative for the terms of the service agreement.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.1.4. The City reserves the right to immediately terminate any agreement without penalty to The City when there is evidence of service and/or performance degradation.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.5. The City reserves the right to terminate any agreement without penalty to the City when the vendor fails to correct repeated Service Level Agreement violations as defined in section 4.1.2.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.6. The vendor must provide a clear path of escalation for all problems, detailing contact information and providing a toll-free number for all maintenance and troubleshooting calls. Vendor to provide employee names, titles and contact information (office phone, cell phone, email address) along the path of escalation.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.7. Vendor must be proactive in detecting and resolving problems and must communicate with City staff and designated support providers proactively via any or all of these methods: email alerts, phone, fax, and pager.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.8. Vendor must communicate to City for planned vendor network outages at least 30 days in advance.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.9. Vendor is expected to aggressively and proactively pursue any local exchange carrier the vendor may use to escalate and resolve any problems that affect City's service.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.10. Vendor is expected to provide an implementation plan, including a schedule for installing and activating the service at each location.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.1.11. Vendor is expected to agree to and be able to advertise the City of Midland Public IP Addresses and Autonomous System Numbers procured thru ARIN using BGP.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.2. Service Level Agreements (All Required)

4.1.2.1. During the initial and all subsequent terms of the agreement the vendor will be responsible to provide City with financial penalty credits, outlined in 4.1.3, when vendor does not meet the Service Level Agreement requirements and metrics (SLA) outlined in 4.1.3.1.1 thru 4.1.3.1.7 within any four-week window for all major infractions as well as an accumulation of three minor infractions.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3. A major infraction is considered to be any network outage that exceeds 1 hour during a business day; the inability to provide business continuity during a major outage that exceeds 1 business day; the inability to meet 4.1.3.1.3, 4.1.3.1.4, 4.1.3.1.5, 4.1.3.1.6, and 4.1.3.1.7. A minor infraction includes 4.1.3.1.1 and 4.1.3.1.2 below.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.1. SLA Requirements & Metrics

4.1.3.1.1. Latency - <0.45msec

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.1.2. Packet Loss – <0.05%

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.1.3. Network Availability – 99.99% core to core

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.3.1.4. Port Availability – 99.99%

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.3.1.5. Provisioning – Any customer-requested modifications or changes to take place within 72 business hours.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.3.1.6. DoS and DNS Protection - 80% utilization during these attacks.

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.3.1.7. Customer Service – 4 hour guaranteed response time to resolve technical or administrative issues including billing

Included in Package	Will add or Modify	Not Included
☐	☐	☐

Comments:

_____

_____

4.1.3.2. SLA Financial Credits

4.1.3.2.1. First infraction: 10% service credit (based on monthly rates).

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.2.2. Second infraction: 30% service credit (based on monthly rates)

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.2.3. Third infraction: 60% service credit (based on monthly rates)

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.1.3.2.4. If the vendor cannot meet these penalty terms, the vendor can make a counteroffer.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2. CONTRACTUAL REQUIREMENTS

4.2.1.1. City has the right to add services to this contract during the term of this agreement. The rate for these additional services will be at the schedule rate of the Agreement. Any added services will be coterminous to this Agreement's term date.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.2. Vendor charges to begin upon final acceptance of full implementation of data network and internet services by City.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.3. For routes shared with other customers as defined in your response to 3.10.5, the contract will guarantee that the vendor will not subscribe beyond the data capacity of the shared route for the term (s) of the agreement

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.4. City reserves the right to terminate any agreement with the vendor without penalty to the City in the event of the vendor's bankruptcy.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.5. Vendor will allow City, during the initial term and all subsequent terms, of the agreement, to make on-demand changes to services purchased. This shall include the ability to add services, at the pricing agreed upon in the contract, to both existing locations and new locations, as well as the ability to discontinue up to 50% of contracted services without incurring early termination, disconnect, or other penalty fees.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.6. Vendor to waive all Installation/Configuration fees

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____

4.2.1.7. Vendor to include all Equipment Provisioning and Circuit Monitoring fees into their monthly costs.

Included in Package ☐ **Will add or Modify** ☐ **Not Included** ☐

Comments:

_____

_____ _____ _____

5. VENDOR QUALIFICATIONS

5.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

5.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1. Vendor Stability

5.3.1.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.

5.3.1.2. Provide financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP.

5.3.1.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

6.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.

6.1.1.2. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

6.2.1. Company Service Qualifications – 15%

6.2.2. Ability to meet Service Level Agreements as defined in 4.1.3 – 20%

6.2.3. Adherence to Required and Optional Contract Terms – 15%

6.2.4. Implementation Plan – 15%

6.2.5. Technical Abilities – 15%

6.2.6. Cost Analysis – 20%

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. Financial Information

7.3.2. Signed Execution of Offer

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Appendix A

Option 1 (required)

Service Location	Service Address	Internet Speed Up/Down	Netmask	Usable Public Static IPs	Description
MPD	601 N Loraine St, Midland, TX 79701	5 Gbps	/25	126	DIA - Primary
MPD	602 N Loraine St, Midland, TX 79701	1 Gbps	/28	14	DIA - Wi-Fi
MPD	603 N Loraine St, Midland, TX 79701	100 Mbps	/30	2	DIA - Test
MPD	603 N Loraine St, Midland, TX 79701	100 Mbps	/30	2	DIA - PD
Astound Stadium	801 N Loop 250 W, Midland, TX 79703	5 Gbps	/29	6	DIA - Wi-Fi
Midland Airport	9506 La Force Blvd, Midland, TX 79706	2 Gbps	/27	30	DIA - Wi-Fi
Fire Station 5	2200 W Golf Course Rd, Midland, TX 79701	1 Gbps	/30	2	DIA - Wi-Fi
Fire Station 11	6600 Briarwood Ave, Midland, TX 79707	1 Gbps	/30	2	DIA - Wi-Fi
Midland Airport	9506 La Force Blvd, Midland, TX 79706	1 Gbps	N/A	N/A	TLS to MPD

Option 2

Service Location	Service Address	Internet Speed Up/Down	Netmask	Usable Public Static IPs	Description
MPD	601 N Loraine St, Midland, TX 79701	10 Gbps	/25	126	DIA - Primary
MPD	602 N Loraine St, Midland, TX 79701	5 Gbps	/28	14	DIA - Wi-Fi
MPD	603 N Loraine St, Midland, TX 79701	100 Mbps	/30	2	DIA - Test
MPD	603 N Loraine St, Midland, TX 79701	100 Mbps	/30	2	DIA - PD
Astound Stadium	801 N Loop 250 W, Midland, TX 79703	5 Gbps	/29	6	DIA - Wi-Fi
Midland Airport	9506 La Force Blvd, Midland, TX 79706	2 Gbps	/27	30	DIA - Wi-Fi
Fire Station 5	2200 W Golf Course Rd, Midland, TX 79701	1 Gbps	/30	2	DIA - Wi-Fi
Fire Station 11	6600 Briarwood Ave, Midland, TX 79707	1 Gbps	/30	2	DIA - Wi-Fi
Midland Airport	9506 La Force Blvd, Midland, TX 79706	1 Gbps	N/A	N/A	TLS to MPD

Internet DIA			
Line Item Identifier	**Service Location**	**Service Address**	**Netmask**
1	MPD	601 N Loraine St, Midland, TX 79701	/25
2	MPD	602 N Loraine St, Midland, TX 79701	/28
3	MPD	603 N Loraine St, Midland, TX 79701	/30
3	MPD	603 N Loraine St, Midland, TX 79701	/30
4	Astound Stadium	801 N Loop 250 W, Midland, TX 79703	/29
5	Midland Airport	9506 La Force Blvd, Midland, TX 79706	/27
6	Fire Station 5	2200 W Golf Course Rd, Midland, TX 79701	/30
7	Fire Station 11	6600 Briarwood Ave, Midland, TX 79707	/30

Internet TLS			
Line Item Identifier	**Service Location**	**Service Address**	**Netmask**
1	MPD - Midland Airport	601 N Loraine St, Midland, TX 79701	N/A
		9506 La Force Blvd, Midland, TX 79706	

Cost Summary

		Option 1 (required)	
Usable Public Static IPs	**Description**	**Internet Speed Up/Down**	**Price**
126	DIA - Primary	5 Gbps	
14	DIA - Wi-Fi	1 Gbps	
2	DIA - Test	100 Mbps	
2	DIA - PD	100 Mbps	
6	DIA - Wi-Fi	5 Gbps	
30	DIA - Wi-Fi	2 Gbps	
2	DIA - Wi-Fi	1 Gbps	
2	DIA - Wi-Fi	1 Gbps	

		Option 1 (required)	
Usable Public Static IPs	**Description**	**Internet Speed Up/Down**	**Price**
N/A	TLS MPD - Midland Airport	1 Gbps	

Option 1 Total:	

Option 2	
Internet Speed Up/Down	**Price**
10 Gbps	
5 Gbps	
100 Mbps	
100 Mbps	
5 Gbps	
2 Gbps	
1 Gbps	
1 Gbps	

Option 2	
Internet Speed Up/Down	**Price**
1 Gbps	

Option 2 Total:	

DATA NETWORK & SERVICES AGREEMENT
23001159R

THIS AGREEMENT is made and effective the __day of __ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and _____ ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Data Network & Internet Services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $_____ for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from _____ until _____, unless the Services are completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for seven (7) 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.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate;

provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits

Employers' Liability: $500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert

inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE

OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this

Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: _____
_____
_____

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement,

and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and

agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS,

ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS,

AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, 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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 9:44 December 13, 2022

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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: _____

City Council Meeting

Item Number: 10

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,349,634.40; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the Fiscal Year 2023 Mill and Inlay Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding available in the General Fund operating budget.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Fiscal Year 2023 Mill and Inlay Project. Bid requests were issued to twenty-five (25) contractors. We received two (2) 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 Abe Langston, Transportation Manager, for further information.

Therefore, please consider a resolution awarding the contract for the Fiscal Year 2023 Mill and Inlay Project to Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas for a cost of $6,349,634.40. Staff also recommends authorizing the City Manager to execute change orders up to the contingency amount of $317,481.72. The total cost for this project should not exceed $6,667,116.12.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: Fiscal Year 2023 Mill and Inlay Project
Bid# 23000767; Recommend Award

DATE: November 18, 2022

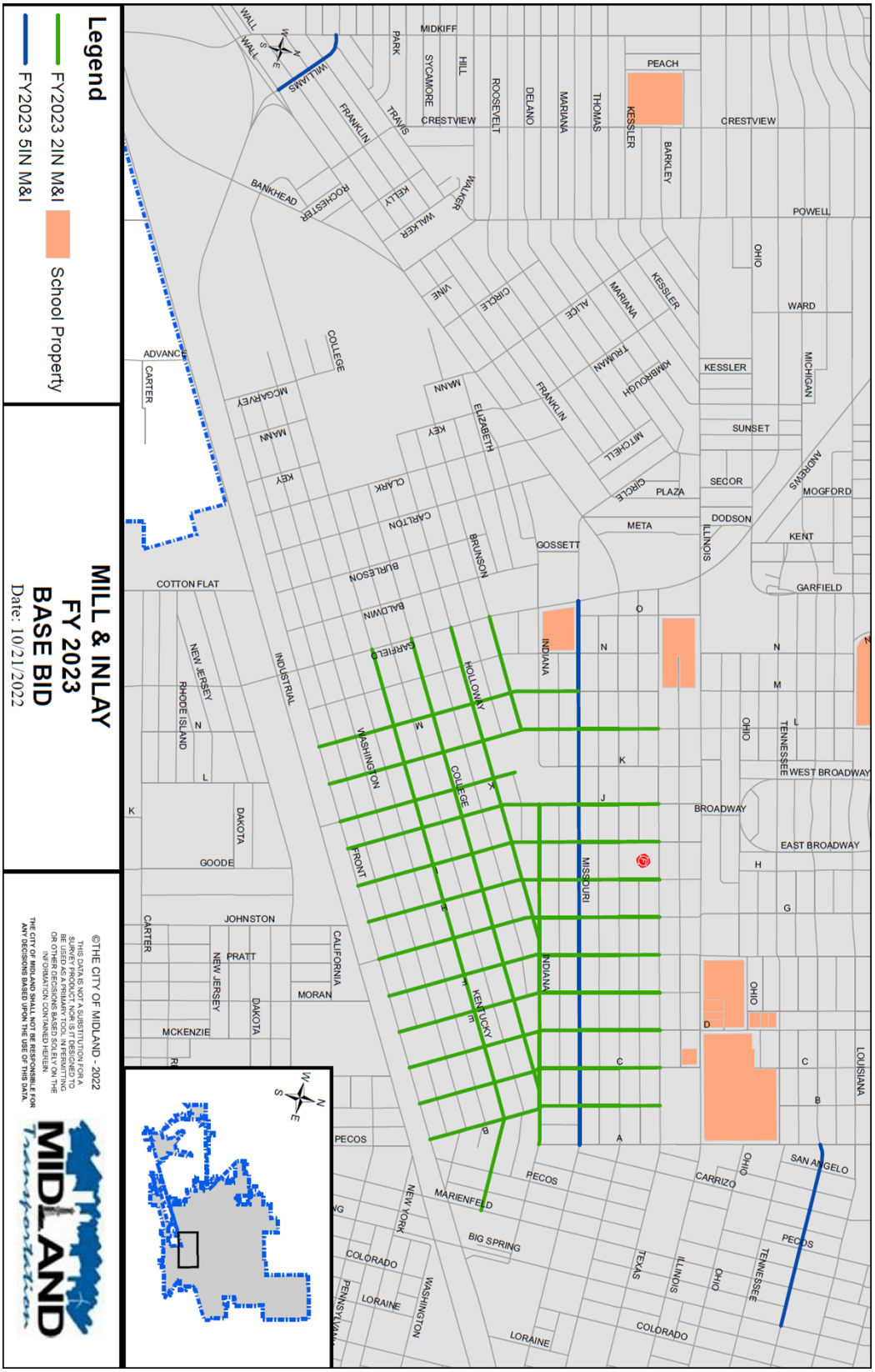
CC: Gabe McClelland, Senior Engineering Manager

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 2022 Mill and Inlay Project includes streets generally located in southern Midland, or Maintenance Area 8. Please see the map on page 2.

We have reviewed the bid tabulation for the FY 2023 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, we are recommending award of the FY 2023 Mill and Inlay Project to Jones Brothers Dirt and Paving Contractors, Inc. in the amount of $6,349,634.40 (Base Bid + 5% Contingency).

Funding Source (001085 57005 – Infrastructure)

Base Bid:	$6,349,634.40
Contingency 5%:	$317,481.72
Total Contract Amount: (001085 57005—Infrastructure)	**$6,667,116.12**


Legend
FY2023 2IN M&I
FY2023 5IN M&I
School Property
MILL & INLAY
FY 2023
BASE BID
Date: 10/21/2022
©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS PROVIDED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.
MIDLAND
Transportation
MIDKIFF
PEACH
CRESTVIEW
POWELL
WARD
KESSLER
SUNSET
MOGFORD
KENT
GARFIELD
DODSON
PLAZA
SECOR
META
GOSSETT
COTTON FLAT
WEST BROADWAY
BROADWAY
EAST BROADWAY
JOHNSTON
GOODE
MCKENZIE
MORAN
PRATT
PECOS
MARIENFELD
BIG SPRING
LORAINE
COLORADO
CARRIZO
SAN ANGELO
LOUISIANA
TEXAS
ILLINOIS
OHIO
TENNESSEE
MISSOURI
INDIANA
KENTUCKY
NEW YORK
PENNSYLVANIA
WASHINGTON
CALIFORNIA
NEW JERSEY
RHODE ISLAND
DAKOTA
CARTER
ADVANCE
COLLEGE
MCGARVEY
MANN
KEY
CLARK
CARLTON
BURLESON
BALDWIN
GARFIELD
HOLLOWAY
FRONT
WASHINGTON
INDUSTRIAL
BRUNSON
ELIZABETH
FRANKLIN
MITCHELL
KIMBROUGH
TRUMAN
ALICE
MARIANA
KESSLER
VINE
CIRCLE
WALKER
KELLY
ROCHESTER
BANKHEAD
TRAVIS
SYCAMORE
HILL
PARK
ROOSEVELT
DELANO
MARIANA
THOMAS
KESSLER
BARKLEY
WILLIAMS
WALL
WALL
MICHIGAN
MORROWS
ILLINOIS
OHIO
TENNESSEE
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RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,349,634.40; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2023 Mill and Inlay Project (the "Project"); and

WHEREAS, Bid No. 23000767 was opened on November 16, 2022, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas ("Contractor"), having submitted a bid of $6,349,634.40 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 $6,349,634.40; 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 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 of $6,349,634.40, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $317,481.72.

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 $6,667,116.12 from funds available in the FY23 General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID #	23000767 FY 2023 Mill/Inlay Project			Jones Bros Dirt & Paving 1401 S Grandview Odessa, TX r.chitty@jonesdp.com		Reece Albert Inc PO BOX 3238 Midland, TX 79702 mikeh@reecealbertinc.com	
OPENED	November 16, 2022						
ITEM	QTY	UNIT	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL
			Base Bid- FY 2023 Mill & Inlay Project				
1	1	LS	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	$86,000.00	$86,000.00	$290,213.34	$290,213.34
2	710	SY	Unclassified Excavation	$9.75	$6,922.50	$31.85	$22,613.50
3	191,703	SY	Cold Milling Pavement (Nominal 2"-3")	$3.55	$680,545.65	$6.39	$1,224,982.17
4	32,895	GAL	Cold Milling Pavement (Nominal 5")	$7.95	$261,515.25	$7.23	$237,830.85
5	47,166	TON	Prime Coat	$4.75	$224,038.50	$4.26	$200,927.16
6	5,920	SY	3" Ty. C Asphalt Paving Intermediate Course (City Mix Design)- @Michigan, Missouri, and Williams	$117.50	$695,600.00	$149.26	$883,619.20
7	3,620	LF	2" Minimum Ty. F Asphalt Paving Surface Course (City Mix Design)- @Michigan, Missouri, and Williams	$117.50	$425,350.00	$181.63	$657,500.60
8	31,631	EA	2"-3" Ty. D Asphalt Paving Surface Course (City Mix Design)	$117.50	$3,716,642.50	$171.75	$5,432,624.25
9	710	EA	6" Rock Base Repair (City Base)	$10.75	$7,632.50	$125.16	$88,863.60
10	7,075	LF	Full Depth Sawcut (Asphalt)	$2.50	$17,687.50	$1.38	$9,763.50
11	81	EA	Adjust Manhole	$1,760.00	$142,560.00	$2,514.64	$203,685.84
12	129	EA	Adjust Water Valve Box	$660.00	$85,140.00	$1,068.29	$137,809.41
			TOTAL BASE BID		**$6,349,634.40**		**$9,390,433.42**
			Additive Alternate 1- FY 2023 Slurry Seal Project				
1	1	LS	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	$125,000.00	$125,000.00	$103,783.62	$103,783.62
2	540,772	SY	FY 2023- Emulsified Asphalt Slurry Seal Surfacing in Accordance with the City of Midland Slurry Seal Specifications	$6.50	$3,515,018.00	$3.94	$2,130,641.68
			TOTAL ADDITIVE ALTERNATE 1		**$3,640,018.00**		**$2,234,425.30**
			TOTAL PROPOSAL		**$9,989,652.40**		**$11,624,858.72**

Bidding Summary:

25 **Bid requests were issued.**

2 **Bids listed above**

0 **NO BIDS were received.**

23 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID #			**23000767**	Jones Bros Dirt & Paving		Reece Albert Inc	
			FY 2023 Mill/Inlay Project	1401 S Grandview		PO BOX 3238	
				Odessa, TX		Midland, TX 79702	
OPENED			**November 16, 2022**	r.chitty@jonesdp.com		mikeh@reecealbertinc.com	
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			TOTAL PROPOSAL		**$9,989,652.40**		**$11,624,858.72**

Bidding Summary:

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2 Bids listed above

0 NO BIDS were received.

23 Bidders did not respond.

THE CITY OF MIDLAND

CONTRACT

Contract No. 23000767

THIS CONTRACT, effective the 14th day of December 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Jones Brothers Dirt and Paving Contractors, Inc. hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 6,349,634.40 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for labor, material, equipment, and supervision necessary for the Mill and Inlay project for fiscal year 2023 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. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Jones Brothers Dirt and 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 _____, 2022.

_____
Notary Public, State of

Exhibit A

CITY OF MIDLAND

PURCHASING DIVISION DATE: 10/26/2022

BID REQUEST PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 23000767**

OPENING TIME: 2:00 PM **CLOSING DATE: 11/16/2022**

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. 11/16/2022 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 FY2023 Mill/Inlay Project in accordance with the attached specifications and contract.	6,349,634.40	
				TOTAL	6,349,634.40

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: _____ % _____ DAYS
DELIVERY CAN BE MADE _____
AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

BID SCHEDULE

FY2023-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 project.

Lists and maps showing the streets selected for paving the FY 2023 Mill & Inlay Project (Base Bid) and for treating the FY 2023 Slurry Seal Project (Additive Alternate 1) are included in these bid documents. Quantities for each project have been included.

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. A summary of the roadway sections considered for the FY2023 Mill and Inlay Project and the Additive Alternate Slurry Seal Project
is included:

Base Bid

- FY 2023 Mill & Inlay Project

Additive Alternate 1

- FY 2023 Slurry Seal Project

Base Bid – FY2023 Mill & Inlay Project

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$86,000.00	$86,000.00
2	Unclassified Excavation	SY	710	$9.75	$6,922.50
3	Cold Milling Pavement (Nominal 2" - 3")	SY	191,703	$3.55	$680,545.65
4	Cold Milling Pavement (Nominal 5")	SY	32,895	$7.95	$261,515.25
5	Prime Coat	GAL	47,166	$4.75	$224,038.50
6	3" Ty. C Asphalt Paving Intermediate Course (City Mix Design)-**@ Michigan, Missouri, and Williams**	TON	5,920	$117.50	$695,600.00
7	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)-**@ Michigan, Missouri, and Williams**	TON	3,620	$117.50	$425,350.00
8	2" – 3" Ty. D Asphalt Paving Surface Course (City Mix Design)	TON	31,631	$117.50	$3,716,642.50
9	6" Rock Base Repair (City Base)	SY	710	$10.75	$7,632.50
10	Full Depth Sawcut (Asphalt)	LF	7,075	$2.50	$17,687.50
11	Adjust Manhole	EA	81	$1,760.00	$142,560.00
12	Adjust Water Valve Box	EA	129	$660.00	$85,140.00

TOTAL BASE BID: $6,349,634.40

Additive Alternate 1 – FY2023 Slurry Seal Project

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$125,000.00	$125,000.00
2	FY 2023-Emulsified Asphalt Slurry Seal Surfacing in accordance with the City of Midland's Slurry Seal Specifications	SY	540,772	$6.50	$3,515,018.00

TOTAL ADDITIVE ALTERNATE 1: $3,640,018.00

SUBMITTED:

CONTRACTOR

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. 111622

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 (5%) of the Largest Possible Lump Sum Bid DOLLARS ($ 5%), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Bid No: 23000767 - FY2023 Mill/Inlay Project Various locations, Midland, TX.

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 16th day of November, 2022.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By _____

Address 1401 South Grandview Ave.
Odessa, TX 79761

National Fire Insurance Company of Hartford
Surety

By Linda K Edwards
Linda K Edwards, Attorney-in-Fact

Address 2900 Marquita Dr.
Fort Worth, TX 76116

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORMBIDBOND.FRM

REVISED: March 30, 2011

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

Linda K Edwards, Steven B Siddons, Shirong Chen, Lorrie E Scott, Teresa Ayala, Individually

of Fort Worth, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2022, 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, 2027

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 16th day of November, 2022.

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.

PACKET
10.30
December 13, 2022

Base Bid—FY 2023 Mill and Inlay Project

Special Provisions

1. General

Work shall include milling the existing asphaltic pavement to a nominal depth of between 2 - 5 inches depth, blading and/or cleaning the underlying surface, spraying a tack-coat, repaving the roadway with 3 inches of Ty. C HMAC intermediate course at selected roadways, placing 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 2023 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 100 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The project shall be completed no later than August 31, 2023.

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).



Paving Limits: Williams St.



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" – 5" 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. **5" millings** will become the property of the Contractor and hauled away. **Millings from streets milled 2"-3" depth** will become the

property of the City of Midland and hauled to the City of Midland's stockpile location at Cuthbert Avenue between N Tilden Street and Fairgrounds Road. 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—For all roads to receive 5" of asphalt: install a 3-inch Ty. C hot mix asphaltic concrete intermediate course at selected roadways according to the City of Midland's Standard Specifications and Desigen and Construction Standards, unless otherwise noted.

For all roads (top course for 5" paving): 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). Unit payment shall be by square yards excavated.

3. Shall include the equipment, labor, and materials to mill the existing pavement. Nominal milling depth of 2" - 3". Unit payment shall be by the square yards milled.

    - 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 equipment, labor, and materials to mill the existing pavement. Nominal milling depth of 5". Unit payment shall by the square yards milled.
    - 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.

5. 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.

6. Shall include the equipment, labor, and materials to install the asphalt intermediate course on streets that have been **milled 5"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

7. Shall include the necessary equipment, labor, and material to install the 2-inch asphalt surface course on streets that have been **milled 5"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

8. Shall include the necessary equipment, labor, and material to install the 2-inch asphalt surface course on streets that have been **milled 2-3"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

9. 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.

10. 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.

11-12. 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.

Payment for Item 11 shall be for each manhole adjusted to finished street grade.

Payment for Item 12 shall be for each valve box adjusted to finished street grade.

Additive Alternate 1—Micro-Surfacing and/or Slurry Seal

City of Midland Specifications

1. **SCOPE**
   The work covered by this specification includes the design, testing, construction, and quality control required for the proper application of micro-surfacing and slurry seal treatment services.
   - **Micro-Surfacing**

   This application is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have high traffic volume. Rate of application: 25 to 28 pounds per square yard of dry aggregate minimum.

   - **Slurry Seal**

   TYPE IIA: This application is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have a highly textured surface and require this size aggregate to fill in the voids and provides an improved wearing surface. Rate of application: 15 to 18 pounds per square yard of dry aggregate minimum.

2. **DESCRIPTION**
   Both the Micro-Surfacing and the Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, mineral filler, and water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface. The completed micro-surface shall leave a homogenous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

   The streets to be treated are shown on the attached lists and maps.

3. **LABORATORY EVALUATION**
   Before work commences, the Contractor shall submit a signed original of a mix design containing the test results and proportioning of the specific materials to be used on the project. This design shall have been performed by a qualified laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. This initial mix design will be done at the Contractor's expense. Upon receipt of the original mix design, an independent qualified laboratory selected by the City may perform tests using the same materials as used in the initial mix design for verification of the results. This testing will be done at the City's expense. No work will begin until all the materials and/or mix design proportions have met the specifications as required. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the methods stated above.

4. **APPLICABLE SPECIFICATIONS**
   The following specifications and test methods form a part of this specification.
   AASHTO: American Association of State Highway and Transportation Officials
   ASTM: American Society for Testing and Materials
   ISSA: International Slurry Seal Association

AGGREGATE AND MINERAL FILLER		
AASHTO TEST NO.	ASTM TEST NO.	TEST
T 2	D 75	Sampling Aggregates
T 27	C136	Sieve Analysis of Aggregates
T 11	C117	Materials Finer than No. 200 in Mineral Aggregate
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate
T 104	C 88	Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
T 96	C 131	Resistance to Degradation of Small Size Aggregate by Abrasion and Impact in the Los Angeles Machine
M17	D 242	Mineral Filler for Bituminous Paving Mixtures

EMULSIFIED ASPHALTS		
AASHTO TEST NO.	ASTM TEST NO.	TEST
T 40	D 140	Sampling Bituminous Materials
M 140	D 977	Specifications for Emulsified Asphalt
M 208	D 2397	Specifications for Cationic Emulsified Asphalt
T 59	D 244	Testing Emulsified Asphalt
T 59	D 6997	Distillation of Emulsified Asphalt

SLURRY SEAL SYSTEM		
ISSA TEST NO.	ASTM NO.	TEST
A105		Design, Testing, and Construction of Slurry Seal
TB 100		Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101		Guide for Sampling Slurry Mix Extraction Test
TB 106		Measurement of Slurry Seal Consistency
TB 109		Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded Wheel Tester
TB 111		Outline Guide Design Procedure for Slurry Seal
TB 112		Method of Estimate Slurry Seal Spread Rates and to Measure Pavement Macrotexture
TB 113		Trail Mix Procedures for Slurry Seal Design
TB 114		Wet Stripping Test for Cured Slurry Seal Mixes
TB 115		Determination of Slurry Seal Compatibility
TB 139		Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics

MATERIALS

5. AGGREGATE

The mineral aggregate shall consist of a natural or manufactured crushed stone such as granite, slag, limestone or other high quality aggregates or a combination thereof and shall be free of dirt, organic matter, clay balls, and adherent films of clay, dust or other objectionable material. The aggregate shall contain no free water.

5.1 Quality Tests

The aggregate should meet the specified polishing values and these minimum requirements:

TEST	Test Method		Specification
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum – Slurry 65 Minimum - Micro
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	T96	C 131	35% Maximum – Slurry 30% Maximum – Micro

[1]The abrasion test is run on the parent aggregate.

5.2 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority[1]):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
#4 (4.75 mm)	100	90-100	70-90	±5%
#8 (2.36 mm)	90-100	65-90	45-70	±5%
#16 (1.18 mm)	65-90	45-70	28-50	±5%
#30 (600 um)	40-65	30-50	19-34	±5%
#50 (330 um)	25-42	18-30	12-25	±4%
#100 (150 um)	15-30	10-21	7-18	±3%
#200 (75 um)	10-20	5-15	5-15	±2%

[1]The City of Midland will also accept the following bands for Type II Gradation:

Slurry Seal

SIEVE SIZE	TYPE II PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	
#4 (4.75 mm)	85-100	±5%
#8 (2.36 mm)	55-80	±5%
#16 (1.18 mm)	35-60	±5%
#30 (600 um)	25-45	±5%
#50 (330 um)	18-30	±4%
#100 (150 um)	10-21	±3%
#200 (75 um)	5-15	±2%

Micro-Surface

SIEVE SIZE	TxDOT Grade II PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	
#4 (4.75 mm)	86-94	±5%
#8 (2.36 mm)	45-65	±5%
#16 (1.18 mm)	25-46	±5%
#30 (600 um)	15-35	±5%
#50 (330 um)	10-25	±4%
#100 (150 um)	7-18	±3%
#200 (75 um)	5-15	±2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Material used in blending must meet the required aggregate quality test specification in Section 5.1 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile.

6. **MINERAL FILLER**
   Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Provide mineral filler that is sufficiently dry, free-flowing, and free of clumps and foreign matter consisting of portland cement, hydrated lime, or other approved filler meeting the requirements of ASTM D 242. Use mineral filler if required by the mix design. Typical use levels are normally 0.0-3.0 percent and may be considered part of the aggregate gradation.

7. **WATER**
   All water shall be potable and compatible with the micro-surfacing and slurry seal mix and free of harmful soluble salts. Compatibility shall be ensured by the Contractor. The percent of water in the mix design shall produce proper mix consistency.

8. **EMULSIFIED ASPHALT** – The asphalt emulsion shall be homogenous and show no separation after mixing.

   Micro-Surfacing and/or Slurry Seal – The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

   Cationic Polymer-Modified Asphalt Emulsion.

- **CSS-1EP** meeting the requirements of the following table:

Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Emulsion CSS-1EP	
		Minimum	Maximum
Asphalt Base Properties			
Original DSR, kPa (G*/sin δ, 10 rad./sec) @ 76°C	T315	1.00	
Emulsion Properties			
Viscosity, Say bolt-Furol, @122°F, SFS	T59	15	150
Sieve Test, %	T59		0.1
Distillation Test			
Residue by distillation, % by weight	T59	62	
Oil distillate, % by volume of emulsion	T59		.05
Tests on Residue Properties from Low Temp Evaporation (AASHTO R-78[1])			
MSCR @ 70°C, Recovery @ 3.2 kPa, %	T350	80	
MSCR @ 70°C, J_{nr} @3.2, 1/kPa	T350		0.50
ODSR, kPa (G*/sin δ, 10 rad./sec) @ 76°C	T315	1	
ODSR, deg (phase angle δ, 10 rad./sec) @ 76°C	T315		60

[1]After recovering the residue from AASHTO R-78, the sample may be annealed before testing to remove any excess moisture and provide for a consistent sample. The Annealing can be accomplished by placing 20 g of residue in a 6 oz. metal container (approximately 3" diameter) and heating to 163°C for no more than 15 minutes. The sample should be stirred with a spatula every 5 minutes. The sample can then be poured directly into a 25mm DSR silicone mold for evaluation.

9. **Latex Modifier**
   - Micro-surfacing and Slurry Seal will have latex content sufficient to meet the mix design.

10. **ADDITIVES**
    Additives may be used to accelerate or retard the break/set of the slurry seal and/or the micro surfacing. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

TEST AND DESIGN

11. **General**
    Before work begins, the contractor shall submit a sign mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing and/or Micro Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

12. **MIX DESIGN**

Compatibility of the aggregate, emulsified asphalt (slurry)/polymer-modified emulsified asphalt (micro), water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor for the project. Recommended tests and values are as follows:

12.1 SLURRY SEAL

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77° F (25° C)	TB 113	Controllable to 180 Seconds Min.
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (for quick-traffic systems)	 12 kg-cm Minimum 20 kg-cm Minimum or Near Spin Min.
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft² (807 g/m²) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft² (538 g/m²) Maximum

12.2 Micro Surface

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77° F (25° C)	TB 113	Controllable to 120 Seconds Min.
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	 12 kg-cm Minimum 20 kg-cm Minimum or Near Spin Min.
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak Six-day Soak	TB 100	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft² (538 g/m²) Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal/micro surfacing system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly

show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentage of each individual material required shall be shown in the laboratory report. Based on the field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt (Slurry Seal)	Type I: 10-16% Type II: 7.5-13.5% Type III: 6.5-12% (Based on dry weight of aggregate)
Residual Asphalt (Micro Surface)	5.5-10% by dry weight of aggregate
Mineral Filler	0.0-3.0% by dry weight of aggregate
Polymer Content (Micro Surface)	Minimum of 3.0% solids based on bitumen wright content
Additives	As needed
Water	As required to produce proper mix consistency

12.3 MIX TOLERANCES (SLURRY SEAL)

Tolerances for the slurry seal mixture are as follows:

1. After the residual asphalt content is determined, a variation of ±1% by weight of dry aggregate will be permitted.
2. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than ±0.2% (±0.5% cm) from the job mix formula after field adjustments.
3. The rate of application shall not vary more than ±2 lb/yd² (1.1 kg/m²) when the surface texture does not vary significantly.

General Notes

13. 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.

14. 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.

- Contractor shall comply with all applicable local, state, and federal requirements regarding excesses and waste material, including methods of handling and disposal.

15. 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.

16. 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.

17. 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.

18. Contractor is responsible for complying with all applicable environmental laws.

19. 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.

20. Any water hauled to the site during the installation shall be paid by the contractor.

21. 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

22. The contractor shall not place spoils on private property without a written agreement that is furnished to the City of Midland.

23. 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.

EQUIPMENT

24. **GENERAL**

All methods and equipment employed in performing the work shall be subject to the approval of the Program Manager before work is started and whenever found unsatisfactory they shall be changed and improved as required. Equipment shall be kept in good working conditions with no leaks. Any equipment that shows signs of leaks shall be fixed immediately and shall not be used until such leaks are fixed. All equipment shall be maintained in a satisfactory condition.

The Contractor shall have a minimum of 2 Slurry Seal machines at the project site in good working condition each having a capacity of at least 8 cubic yards to assure sufficient production capability

25. **MIXING EQUIPMENT**

- **Micro-Surfacing & Slurry –** 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 and water to a

revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain 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, thereby minimizing construction joints.

- 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. Scales used for weighing materials and emulsion must be calibrated and meet the requirements of TxDOT Item# 520.

- 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.

- 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.

- 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 with 0.05 to 0.15 gallons per square yard.

- The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, accurately metered, predetermined amount of specified mineral filler.

26. Electronic Monitoring System

- The micro-surfacing machine shall be equipped with an electronic monitoring system that consists of pulse sensors measuring material delivery rates, a radar gun to monitor distance traveled, and programmable micro-controller, and operators display/input board and an on-board printer.

- System shall be capable of monitoring and displaying application rates and use of aggregate, emulsion, fines, water, and additives.

- System shall be capable of calculating and displaying ratios of emulsion to aggregate, fines to aggregate, additive to aggregate, water to aggregate, and application rate in pounds per square yard.

- System shall be capable of printing a hard copy report on demand which displays the date, weight of aggregate, emulsion, fines, number of gallons of additive and gallons of water, and all the above mentioned ratios since last reset.

- A computer-generated report providing statistics of the workday shall be provided with each hand calculated daily run sheet.

- This system shall be accurate to with ½ of a percent of actual weights and measures for all parameters noted above. The system is not expected to calculate quantities and ratios for materials used in handwork and cul-de-sac areas.

- The electronic monitoring system shall be accurate to within 0.5% of accurate weights and measures.

- Calibrate and properly mark each control device that proportions the individual materials.

- **Slurry Seal** – The slurry seal mixing equipment shall be a continuous flow mixing unit or continuous-run design machines as to give a uniform and complete circulation of the batch in the mixer, so as to not segregate the aggregate, but will provide a thorough and uniform free flowing mix with the asphalt and water. The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of material used can be determined. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar adequate for completely fogging the surface with 0.05 to 0.15 gallons per square yard immediately ahead of the spreader box.

27. SPREADING EQUIPMENT

Spreader boxes shall be kept clean to minimize lumps. Set and maintain the skis on spreader boxes as to prevent chatter in the finished mat. Adjust the rear seal to provide the desired spread. Adjust the secondary strike-off to provide the desired surface texture.

- **Micro-Surfacing** – The surface mixture shall be spread uniformed by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate an spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the pavement, the longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement geometry.

- **Slurry Seal** – The spreader box shall be equipped to prevent loss of slurry seal from all sides and a flexible rear strike-off capable of being adjusted. It shall provide suitable means for side tracking to compensate for deviations in pavement geometry. The box shall be kept free of build-up asphalt and aggregate. The strike-off drag shall be kept completely flexible at all times.

28. AUXILIARY EQUIPMENT

Suitable crack and pavement cleaning equipment, hand tools and any support equipment will be provided by the Contractor as necessary to perform the work. The Contractor shall use a vacuum equipped street sweeper to remove all swept debris. Sweeping of debris into the gutter shall not be permitted.

29. EQUIPMENT CALIBRATION

Each slurry unit to be used shall be calibrated in the presence of the Program Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. No machine shall be allowed to work on the project until the calibrations have been completed and/or accepted.

LIMITATIONS

30. WEATHER

Air temperature requirements for placing micro-surfacing and/or slurry seal shall be as follows:

- November 1 to March 31
  a. Micro-surfacing/slurry seal shall not be placed when the air temperate is below 60 degrees F and falling.
  b. Micro-surfacing/slurry seal may be placed when the air temperature is above 50 degrees F and rising.
- April 1 to October 31
  a. Micro-surfacing/slurry seal shall not be placed when the air temperature is below 50 degrees F and falling.
  b. Micro-surfacing/slurry seal may be placed when the air temperature is above 50 degrees F and rising.

Surface of roadway must be 60 degrees F or higher prior to placing micro-surfacing/slurry seal to pavement, as determined in the field.

No Micro-Surface/Slurry Seal shall be applied:

- In the period following precipitation with water remaining on the surface to be coated.
- In foggy conditions.
- If there is a threat of rain before the slurry seal can fully cure.
- If there is a danger that he finished product will freeze within 24 hours after the application.
- If weather conditions prolongs opening to traffic beyond the time specified by the Program Manager.

The Micro-Surfacing/Slurry Seal will be placed on the location and within the time limits as specified by the Program Manager.

31. CONDIDITON AND TYPE PAVEMENT TO BE TREATED

Any base failures, severe pavement defects, or similar conditions which are present will be properly repaired by the City to ensure correct application and performance of the slurry. Slurry normally adheres to asphalt pavement more readily than concrete, especially worn or polished areas. Heavy traffic areas, especially those on concrete, require greater care in selection type of coarseness of slurry allowing the surface to fully cure before opening to traffic, and the placing of either a tack coat or a second coat of slurry for greater adhesion and wear purposes.

32. 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 application time and when the surface can be used. 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.

33. TRAFFIC CONTROL

Care shall be used to create a safe work area, with minimal impact on the flow of traffic. 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.

It shall be the Contractor's responsibility to provide adequate traffic control measures, such as barricades, cones advance warning signs, flag person, etc. to protect the uncured micro/slurry from all types of traffic and provide traffic safety in the construction area. 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). Opening to traffic does not constitute acceptance of the work. Any damage to the uncured slurry will be the responsibility of the Contractor and will be repaired as directed by the Program Manager. Approved temporary lane marking will be provided by the Contractor for placement if the street was previously striped.

The Contractor shall be responsible for the traffic control plan and shall submit the plan to the Traffic Operations Division for approval before commencing work. The Contractor shall plan and layout the work such that no traffic is allowed on new pavement while the asphalt work is being placed. All traffic control shall be in accordance with TMUTCD standards.

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.

34. TEMPORARY MARKINGS AND LANE DELINEATION

Whenever the work causes obliteration of pavement markings or delineation, temporary markings or delineation shall be in place prior to opening the traveled way to public traffic. Lane line and

centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. Other markings such as crosswalks, stop bars, and pavement arrows shall be delineated prior to opening the roadway to public traffic.

All work necessary to establish satisfactory temporary markings and line delineation shall be performed by the Contractor. Surfaces on which temporary marking and line delineation is to be applied shall be cleaned of all dirt and loose material, and shall be dry when it is applied. Temporary markings and line delineation shall be maintained until replaced with permanent markings.

Temporary lane delineation shall consist of either a 4-inch by 4-inch square stripe or a 4-inch reflectorized tab, as directed by the Program manager. Temporary lane delineators shall be placed on lane lines and centerlines at longitudinal intervals of not more than 40 feet apart, or 12 feet apart on radii. The temporary markings and lane delineators shall be the same color as the lane line, centerline, or pavement marking being replaced.

If used, tabs shall be in accordance with Item 662 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 markings are installed, and shall remove all tabs with installation of permanent markings. The placement, maintenance, and eventual removal of temporary lane markers shall be performed by the Contractor and be incidental to the project.

STORAGE AND STOCKPILING

35. STOCKPILING OF AGGREGATE

Precautions shall be taken to ensure the aggregate does not become contaminated with oversized rock, clay, silt, or excessive amount of moisture. The Contractor shall be required to utilize a screening plant to remove oversized particles from the aggregate at the stockpile site. The stockpile shall be kept in areas that have good drainage. Segregation of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

36. STORAGE SITE

The Contractor shall provide a suitable storage facility for all equipment and materials needed to perform the work. This site should be located as close as possible to the area of work being done to reduce turnaround time and ensure an acceptable rate of work. Any site selected shall be subjected to final approval by the Program Manager. Erosion control measures shall be implemented as needed to comply with the law and City of Midland ordinances.

37. SURFACE PREPARATION

The existing roadway surface shall be thoroughly clean and free of all vegetation, loose aggregate, other loose materials, and soil and approved by the City inspector before placement. Equipment, labor and materials required by this item shall be incidental to the project.

Any breakdowns, base failures, or other defects will be properly repaired by the City before application of the slurry seal begins. Manholes, valve boxes, grate inlets, concrete collars, and other designated objects shall be covered by the Contractor to ensure their integrity. After completion of slurry placement, the Contractor shall remove said covers so the objects protected

will remain fully functional. Any objects damaged by the Contractor shall be repaired or replaced at no cost to the City.

Existing raised pavement markers and thermoplastic markings wider than 4" shall be thoroughly removed. Grind off all existing raised stop bars, turn arrows, rail road crossings, cross walk markings, and any other pavement markings that are wider than 4". All 4" lane striping may be left to be covered with the new micro-surfacing layer (unless otherwise directed by the Program Manager or the Traffic Engineer).

APPLCATION

38. GENERAL

If conditions require, the pavement shall be pre-wetted by fogging ahead of the spreader box. Water used in fogging the surface shall be applied so that the entire surface is damp with no flowing water in front of the box.

39. RATE OF APPLICATION

The slurry shall be sufficiently stable during the spreading period so that the emulsion does not break, there is no segregation of the fines from the coarser aggregate and the liquid of the mix does not float to the surface.

The Slurry Seal mix shall be Type II Gradation and spread uniformly at a rate of not less than 15 pounds of dry aggregate per square yard and no more than 20 pounds of dry aggregate per square yard, or as directed.

Micro-surfacing shall be either the TxDOT Grade II or the Type II Gradation and the mix shall be spread uniformly at a rate of not less than 25 pounds of dry aggregate per square yard and no more than 30 pounds of dry aggregate per square yard, or as directed.

40. Rutting on Major Thoroughfares and Collector Streets—Micro-Surface

- Shallow ruts that are less than ½ inch in depth may be covered by a full width scratch box utilizing a steel primary strike-off plate.
- Ruts that are between ½ inch and 1 inch in depth shall be filled independently with fixed width spreader box no more than 6 feet wide. The rut filling box shall have a steel primary strike-off plate that is the same width as the spreader box.
- Ruts that are in excess of 1 inch in depth shall be filled with a 5-foot wide rut filling spreader box specifically designed to fill wheel path ruts. This operation will require multiple placement passes to restore the pavement to its original cross section. Special care shall be used by the Contractor to ensure that the material has proper time to dry between applications to promote bonding between the original pavement and the micro-surfacing pavement.
- Maximum micro-surfacing thickness applied as rut filling shall not exceed 1 inch for each pass required to restore pavement to the original profile.

41. Scratch Course—Micro-Surfacing

All "Scratch Course" applications shall be performed utilizing a steel primary strike-off plate. This will allow the bottom, or "scratch course," to mitigate any irregularities and have a more uniform profile for the micro-surfacing pavement to be applied to.

42. Asphalt Grinding at Concrete Intersections

Thoroughfares and collector streets which have concrete intersections or where concrete valley gutters intersect the street and that have pre-existing rough or bumpy transitions shall have the asphalt surface grinded to such a depth as to allow a smooth transition between concrete and the completed micro-surfacing pavement. Smooth concrete/asphalt joints do not require grinding prior to the micro-surface placement.

43. JOINTS

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area. Joints and edges shall be uniform and neat in appearance.

44. HAND WORK

In areas where the spreader box cannot be used, the slurry/micro shall be applied by hand squeegees to provide complete and uniform coverage. Any joint or cracks not filled by the slurry/micro shall be corrected by use of hand squeegees. Hand work shall be completed during the machine applying process. Due to difficulty in hand working micro-surfacing material due to the quickset nature of the emulsion, handwork areas should be kept to a minimum.

Contractor is not required to treat the area at the end of radii (ER) of streets at intersections unless:

- The intersecting street is also scheduled to receive the surface treatment.
- The ER is located at the end of work at an intersection where the continuing street is not receiving the surface treatment.
- The project manager makes a special request.

45. LINES

Straight lines along curb gutters and shoulder will be required. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance. Slurry shall be placed at the lip of the gutter or at a distance from the face of the curb as directed by the Program Manager.

Mask of the ends of intersections and other ends of work where the abutting surface does not receive the surface treatment in order to produce a crisp and straight line.

46. MANHOLES AND VALVES

Special care shall be taken by the contractor to ensure that all manholes, water valves, concrete collars, and other surface structures are sufficiently protected from the micro-surfacing/slurry process by the use of a plastic membrane covering or other approved method.

Contractor shall be responsible for removing the coverings after the surface treatment has cured. The cost of this work shall be incidental to the project.

47. CURING

- **Micro-Surface** –all traffic shall be kept off the micro until it has cured to a firm condition that will prevent damage to the micro. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all the work until such time that the Contractor provides the proper adjustments in his operations. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all the work until such time that the Contractor provides the proper adjustments in his operations.** Protect other locations subject to sharp turning or stopping and starting traffic for longer periods when necessary. Any uncured micro damaged will be repaired to the satisfaction of the Program Manager at the Contractor's expense.

- **Slurry Seal** - all traffic shall be kept off the slurry until it has cured to a form condition that will prevent damage to the slurry. Any uncured slurry damaged will be repaired to the satisfaction of the Program Manager at the Contractor's expense.

48. FINISHED SURFACE

- Micro-surfacing and slurry finished grade shall be uniform in texture and free from excessive scratch marks, tears, holes, bare spots, cracks, and other surface irregularities. All such irregularities shall be repaired by the Contractor at their own expense.
- Longitudinal joints shall be placed on lane lines unless otherwise directed by the Program Manager.
- Joints and edges shall be uniform and neat in appearance. Mask off end of streets and intersections to provide straight lines.
- Make straight lines along the lip of gutters and shoulders. Keep the same thickness in these areas. No runoff on these areas will be permitted.
- Avoid unsightly appearance from hand work.
- **Micro-Surface**—all ruts, utility cuts, and depressions in the surface shall be filled in a separate pass from the final pass.
- Protect surface treatment materials from traffic until it has cured.

49. CLEAN-UP

- All objects covered (manhole covers, valve covers, grate inlets, concrete collars, etc.) shall be restored to their original integrity. The Contractor shall remove all unused material and debris from the sire prior to final acceptance.
- The Contractor shall thoroughly clean any curbs, sidewalks, guardrails, guide posts, etc. that receives any splatter, mar or overcoat from the surface treatment application.

50. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature

of the work, or materials required in the performance of this contract, shall not relive the Contractor from its full obligations to the Owner, as provided by the contract documents.

51. WARRANTY

- The Contractor shall provide a one (1) year minimum warranty when the existing pavement is in an appropriate condition (Contractor to determine condition). Warranty covers delaminating, peeling, and premature surface wear (raveling, shedding, or the loss of aggregate that is not typical).
  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.
- Acceptable performance after one (1) 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.

52. PROJECT 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 surface seal project.
- The project shall be completed no later than August 31, 2023.

53. ADDITIONAL NOTES

- 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.
- 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. The slurry seal treatment in accordance with City of Midland Slurry Seal Specification shall be paid for by the number of square yards placed at the contract unit price; which price shall be full compensation for all surface cleaning, traffic and erosion control, mixing and application of material, and for all labor, equipment, tools, testing, cleaning and incidentals necessary to complete the work as specified herein.

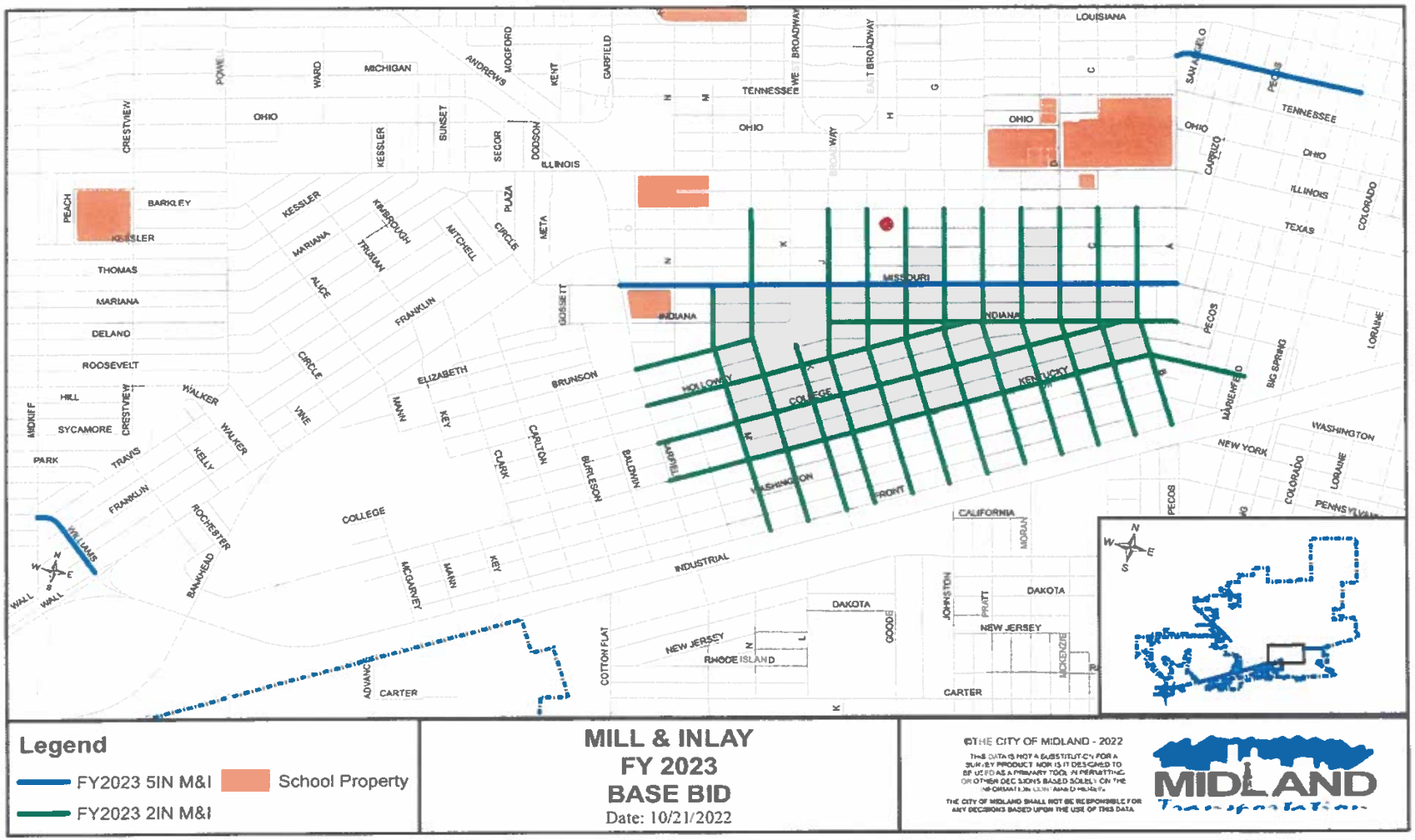
Base Bid-FY 2023 Mill and Inlay Project Street List

Street	From	To	Paving Depth	Area (SY)	Avg Width	Manholes	Water Valves
Brunson	Garfield	L Street	2" minimum	4,403	38'	0	0
Holloway	Garfield	Indiana	2" minimum	12,308	37'	0	0
College	Garfield	Indiana	2" minimum	23,531	47'	1	16
Kentucky	Garfield	Marienfeld	2" minimum	22,745	37'	6	4
Indiana	J Street	A Street	2" minimum	13,050	37'	3	24
B Street	Texas	Front	2" minimum	8,288	36'	4	7
C Street	Texas	Front	2" minimum	8,675	35'	1	12
D Street	Texas	Front	2" minimum	9,070	35'	4	1
E Street	Texas	Front	2" minimum	9,400	35'	3	3
F Street	Texas	Front	2" minimum	9,754	35'	7	8
G Street	Texas	Front	2" minimum	10,040	35'	7	9
H Street	Texas	Front	2" minimum	10,510	35'	6	6
I Street	Texas	Front	2" minimum	10,622	35'	7	16
J Street	Texas	Front	2" minimum	11,005	35'	4	4
K Street	North of Holloway	Front	2" minimum	6,233	34'	4	2
L Street	Texas	Front	2" minimum	12,274	35'	8	4
M Street	Missouri	Front	2" minimum	9,795	35'	6	1
2" Total				**191,703**		**71**	**117**
Williams	Midkiff	Wall	5"	3,050	33'	2	1
Missouri	Garfield	A Street	5"	22,165	42'	0	2
Michigan	A Street	Big Spring	5"	7,680	34'	8	9
5" Total				**32,895**		**10**	**12**
						81	**129**

Additive Alternate 1 - FY 2023 Slurry Seal Project Street List

NAME	FROM	TO	SQ FT	SQ YD
ATLANTA ST	NEW YORK AV	FLORIDA AV	39,903	4,434
BAIRD ST	LONGVIEW AV	I-20	31,426	3,492
BRYANT ST	EUGENE AV	JAX AV	52,158	5,795
CALIFORNIA AV	MARIENFELD ST	LAMESA RD	160,697	17,855
CALIFORNIA AV	LAMESA RD	CARVER ST	44,508	4,945
CALIFORNIA AV	JACKSON ST	FAIRGROUNDS R	88,779	9,864
CARRIZO ST	NOBLES AV	WATSON ST	36,485	4,054
CARVER ST	GOLF COURSE RD	CLOVERDALE RD	407,458	45,273
CEMETARY RD	RIDGLEA DR	PECOS ST	15,090	1,677
CHERRY LN	CARVER ST	TILDEN ST	50,807	5,645
CLUB DR	NOBLES AV	A ST	47,919	5,324
COLORADO ST	NOBLES AV	CUTHBERT AV	37,142	4,127
COWDEN AV	CARRIZO ST	PECOS ST	17,138	1,904
COWDEN AV	PECOS ST	MAIN ST	59,854	6,650
CREST DR	A ST	RIDGLEA DR	16,128	1,792
N DALLAS ST	PARKER AV	CUTHBERT AV	57,104	6,345
DOUGLAS AV	A ST	RIDGLEA DR	21,330	2,370
ESTES AV	CARRIZO ST	PECOS ST	16,338	1,815
ESTES AV	PECOS ST	BIG SPRING ST	19,937	2,215
ESTES AV	COLORADO ST	MAIN ST	30,206	3,356
EUGENE AV	MARIENFELD ST	BIG SPRING ST	29,575	3,286
FORT WORTH AV	GOLF COURSE RD	PARKER AV	51,425	5,714
GARDEN LN	FORT WORTH ST	LAMESA RD	28,871	3,208
W HAMBY AV	MARIENFELD ST	MAIN ST	54,101	6,011
E HAMBY AV	MAIN ST	TERRELL ST	55,735	6,193
HART AV	MARIENFELD ST	BIG SPRING ST	29,473	3,275
HART AV	LORAINE ST	MAIN ST	5,791	643
HOUSTON AV	TYLER ST	MADISON ST	13,685	1,521
INDIANA AV	INDUSTRIAL AV	FAIRGROUNDS R	297,784	33,087
JACKSON ST	WALNUT LN	SOUTH END OF R	11,560	1,284
JACKSON ST	NORTH END OF ROAD / CI	MESQUITE LN	6,458	718
JAX AV	MARIENFELD ST	BIG SPRING ST	28,944	3,216
JEFFERSON ST	WALL ST	NEW JERSEY AV	130,791	14,532
KEITH ST	EUGENE AV	BIG SPRING ST	98,086	10,898
KENAN AV	FORT WORTH ST	TERRELL ST	21,052	2,339
KENTUCKY AV	LAMESA RD	CARVER ST	34,685	3,854
KENTUCKY AV	JACKSON ST	LINCOLN ST	11,036	1,226
KENTUCKY AV	CALHOUN ST	BENTON ST	13,168	1,463
KENTUCKY AV	STONEWALL ST	FAIRGROUNDS R	8,567	952
LEE ST	WALNUT LN	FRONT ST	88,629	9,848
LINCOLN ST	CHERRY LN	GARDEN LN	14,049	1,561
LINCOLN ST	MULBERRY LN	ORCHARD LN	20,039	2,227
LORAINE ST	HAMBY AV	PARKER AV	24,850	2,761
LORAINE ST	PARKER AV	NOBLES AV	12,314	1,368
LORAINE ST	NOBLES AV	COWDEN AV	9,928	1,103
LOUISIANA AV	BAIRD ST	MINEOLA ST	61,492	6,832

MADISON ST	GARDEN LN	SOUTH END OF R	17,159	1,907
MADISON ST	ORCHARD LN	FRONT ST	35,212	3,912
MARIENFELD ST	PARKER AV	CUTHBERT AV	51,095	5,677
MARIENFELD ST	LOUISIANA AV	INDUSTRIAL AV	214,081	23,787
MARSHALL ST	TEXAS AV	NEW YORK AV	73,684	8,187
MESQUITE LN	LEE ST	TYLER ST	11,937	1,326
MESQUITE LN	JACKSON ST	LINCOLN ST	8,342	927
MICHIGAN AV	BAIRD ST	MINEOLA ST	70,040	7,782
MINEOLA ST	LOUISIANA AV	SOUTH ST	30,472	3,386
MINEOLA ST	TEXAS AV	NEW JERSEY AV	140,397	15,600
NEW YORK AV	INDUSTRIAL AV	FAIRGROUNDS R	323,548	35,950
NOBLES AV	A ST	MAIN ST	108,559	12,062
W PARKER AV	PECOS ST	MAIN ST	65,205	7,245
E PARKER AV	MAIN ST	LAMESA RD	79,217	8,802
PECOS ST	PARKER AV	WATSON	53,597	5,955
PENNSYLVANIA AV	MARIENFELD ST	LAMESA RD	162,499	18,055
PENNSYLVANIA AV	CARVER ST	WEBSTER ST	92,595	10,288
RIDGLEA DR	NORTH END OF ROAD / A	CEMETARY RD	14,487	1,610
RIDGLEA DR	NOBLES AV	CUTHBERT AV	54,201	6,022
N TERRELL ST	GOLF COURSE RD	PARKER AV	51,062	5,674
S TERRELL ST	FLORIDA AV	NEW JERSEY AV	27,981	3,109
TILDEN ST	GOLF COURSE RD	ORCHARD LN	144,852	16,095
TYLER ST	GOLF COURSE RD	FRONT ST	228,186	25,354
W WASHINGTON AV	BIG SPRING ST	LORAINE ST	26,407	2,934
E WASHINGTON AV	MAIN ST	FAIRGROUNDS R	260,106	28,901
WATSON ST	CARRIZO ST	PECOS ST	18,271	2,030
WATSON ST	PECOS ST	CUTHBERT AV	41,492	4,610
WHITAKER ST	PARKER AV	CUTHBERT AV	49,765	5,529
TOTALS			**4,866,944**	**540,772**


Legend
FY2023 5IN M&I
School Property
FY2023 2IN M&I
MILL & INLAY
FY 2023
BASE BID
Date: 10/21/2022
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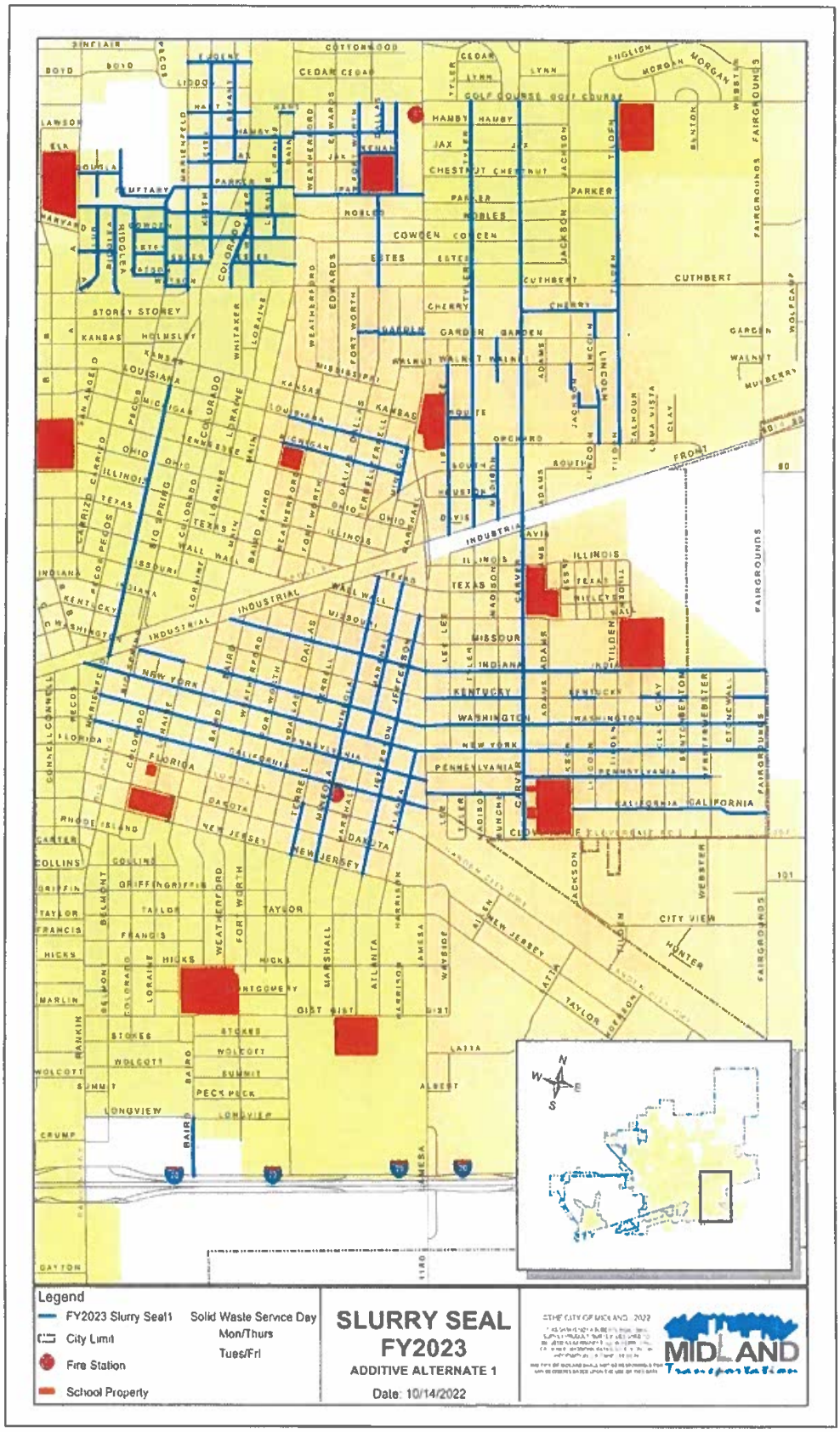
KELLY
MIDKIFF
PEACH
MCGARVEY
COTTON FLAT
GOODE
JOHNSTON
PRATT
MORAN
MCKENZIE
CARRIZO
SAN ANGELO
PECOS
BIG SPRING
LORAINE
COLORADO
WILLIAMS
ADVANCE


Legend
FY2023 Slurry Seal1
City Limit
Fire Station
School Property
Solid Waste Service Day
Mon/Thurs
Tues/Fri
SLURRY SEAL
FY2023
ADDITIVE ALTERNATE 1
Date: 10/14/2022
MIDLAND
Transportation

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.

Jones Bros. Dirt & Paving Contractors, Inc.
Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 23000767

1. **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 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **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.

3. **BID WAIVERS:**

A. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, 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 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 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 THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. 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).

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, Company 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 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 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 the 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 the City from any liability whatsoever. The 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.

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.

Company Name Jones Bros. Dirt & Paving Contractors, Inc.		Date November 16, 2022
Authorized Signature		Phone 432-332-0721
Print Above Name Rex Chitty		Fax 432-332-0724

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Scott
Frank Siddons Insurance Agency Fort Worth	PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947
2900 Marquita Drive	E-MAIL ADDRESS: lscott@fsifw.com
Fort Worth TX 76116-4016	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jones Bros. Dirt & Paving Contractors, Inc.	INSURER A: Starr Indemnity & Liability Co.	38318
1401 South Grandview Ave	INSURER B: Great American Ins. Companies	16691
Odessa TX 79761-7144	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: ALOB 22-23 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			10000025606212	5/1/2022	5/1/2023	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			10000198569212	5/1/2022	5/1/2023	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	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	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		TSF-0001185649	5/1/2022	5/1/2023	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/WBROWN

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Scott	
Frank Siddons Insurance Agency Fort Worth	PHONE (A/C, No, Ext): (817) 737-4943	FAX (A/C, No): (817) 737-4947
2900 Marquita Drive	E-MAIL ADDRESS: Lorrie@fsifw.com	
Fort Worth TX 76116-4016	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mt. Hawley Insurance Company	37974
INSURED	INSURER B:	
Jones Bros. Dirt & Paving Contractors, Inc.	INSURER C:	
1401 South Grandview Ave	INSURER D:	
	INSURER E:	
Odessa TX 79761-7144	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Pollution 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Pollution Liability			EGL0009135	12/04/2021	12/04/2022	Per Occurrence	$1,000,000.
							Aggregatge	$3,000,000.
							Deductible Per Claim	$25,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, the Pollution policy includes a blanket additional insured endorsement on a primary and non-contributoty basis with a blanket waiver of subrogation in favor of certificate holder as required by written contract.

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

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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

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____, 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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 16, 2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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: _____

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

26. GOVERNING LAW AND VENUE - This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas.

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

32. 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 #: 23000767

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.

City Council Meeting

Item Number: 11

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 CRACK FILL PROJECT TO CHAMPION INFRASTRUCTURE, LLC OF GEORGETOWN, TEXAS, AT A TOTAL COST NOT TO EXCEED $287,250.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the FY23 Crack Fill Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding available in the General Fund operating budget.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Crack Fill Project. Bid requests were issued to thirty (30) vendors. We received four (4) bids. Staff recommends awarding to the apparent low bidder, Champion Infrastructure, LLC. Please see the attached memo from Abe Langston, Transportation Superintendent, for further information.

Therefore, please consider a resolution awarding a contract for the Crack Fill Project to Champion Infrastructure, LLC of Georgetown, Texas for a cost of $287,250.00 plus $14,362.50 in contingencies for a total of $301,612.50.

Tina Dawg

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: Recommend Award; FY 2023 Crack Fill Project; Bid # 23000520

DATE: November 11, 2022

CC: Gabe McClelland, Engineering Senior Manager

The bid tabulation for the Fiscal Year 2023 Crack Fill Project has been reviewed by the Transportation Division. Crack fill is a pavement preservation technique that includes the cleaning of cracks in the existing pavement followed by the application of hot applied bituminous crack filler. Crack fill preserves the existing paved surface by preventing the penetration of moisture into the underlying base. Champion Infrastructure, LLC is the apparent low bidder. Also, the unit price appears to be in line with current pricing and trends. Therefore, I am recommending award of the Fiscal Year 2023 Crack Fill Project to Champion Infrastructure, LLC in the amount of $287,250.00 plus 5% contingency for a total amount not to exceed $301,612.50. Please see the funding source below:

Funding Source:

Base Bid:	$287,250.00
Contingency (5%):	$14,362.50
Total Amount:	**$301,612.50** (00185 54220; Maintenance Streets and Roadways)

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 CRACK FILL PROJECT TO CHAMPION INFRASTRUCTURE, LLC OF GEORGETOWN, TEXAS, AT A TOTAL COST NOT TO EXCEED $287,250.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager advertised for competitive bids for the Fiscal Year 2023 Crack Fill Project (the "Project"); and

WHEREAS, Bid No. 23000520 was opened on November 9, 2022, with the lowest responsible bidder being Champion Infrastructure, LLC of Georgetown, Texas ("Contractor"), having submitted a bid of $287,250.00 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 $287,250.00; 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 City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $287,250.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if the change orders, in total, do not increase the original contract price by more than $14,362.50.

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 $301,612.50 from funds available

in the FY23 General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 23000520 **Crack Fill Project** **OPENED** November 9, 2022			Champion Infrastructure, LLC PO Box 2984 Georgetown, TX 78627 Aaron Thompson (361) 438-2425		Four B Paving, Inc. PO Box 1065 Spring Branch, TX 78070 Brandy Baker (830) 228-5849		Crackseal of Texas, LLC 1500 C Hwy 359 Mathis, TX 78368 Miguel Hinojosa (361) 255-6099		American Pavement Solutions 1455 Gruber Rd. Green Bay, WI 54307 Timothy Helstad (920)662-9662	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	150	Clean, prepare and fill joints and cracks	$1,915.00	$287,250.00	$2,520.00	$378,000.00	$3,000.00	$450,000.00	$3,825.00	$573,750.00
	lm									
		Delivery:	ASAP				30 days		60 days	
		Cash Discount:	1%, 7 days		0%, days		0%/ 0 days		0% 30 days	
TOTALS:				$287,250.00		$378,000.00		$450,000.00		$573,750.00

Bidding Summary:

30 **Bid requests were issued.**

4 **Bids listed above**

0 **NO BIDS were received.**

26 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 23000520 **Crack Fill Project** **OPENED** November 9, 2022			Champion Infrastructure, LLC PO Box 2984 Georgetown, TX 78627 Aaron Thompson (361) 438-2425		Four B Paving, Inc. PO Box 1065 Spring Branch, TX 78070 Brandy Baker (830) 228-5849		Crackseal of Texas, LLC 1500 C Hwy 359 Mathis, TX 78368 Miguel Hinojosa (361) 255-6099		American Pavement Solutions 1455 Gruber Rd. Green Bay, WI 54307 Timothy Helstad (920)662-9662	
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		Cash Discount:	1%, 7 days		0%, days		0%/ 0 days		0% 30 days	
TOTALS:				$287,250.00		$378,000.00		$450,000.00		$573,750.00

Bidding Summary:

30 **Bid requests were issued.**

4 **Bids listed above**

0 **NO BIDS were received.**

26 **Bidders did not respond.**

THE CITY OF MIDLAND

CONTRACT

23000520

THIS CONTRACT, effective the 14th day of December, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Champion Infastructure, LLC , hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 287,250.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for FY2023 Crack Fill 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. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than March 31, 2023.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Champion Infrastructure, LLC., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of

CITY OF MIDLAND

PURCHASING DIVISION DATE: 10/18/2022

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 23000520**

OPENING TIME: 2:00 PM **CLOSING DATE:11/09/22**

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, TX UNTIL 2:00 P.M. 11/09/22 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Various Locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
01	150	LMI	Labor, material, supervision, and traffic control necessary to complete the FY23 Crack Fill Project in accordance with the attached map, general notes, specifications and contract.	$1,915.00	$287,250
				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: Champion Infrastructure LLC
ADDRESS PO Box 12139
CITY College Station ST TX ZIP 77842
PHONE NO. 361-438-2425 FAX NO.
EMAIL: AARON@CHAMPIONCIVIL.COM

CASH DISCOUNT: 1 % 7 DAYS
DELIVERY CAN BE MADE ASAP
AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

BID SCHEDULE

2023 Crack Fill 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 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.

BASE BID – 2023 Crack Fill Project

Item	Description	Unit	Qty	Unit	TOTAL
1	Clean, prepare and fill joints and cracks in accordance with attached Bid Item Notes and Specifications	LM	150	$1,915.00	$287,250.00

TOTAL BASE BID: $287,250.00

Submitted: _____

FY 2023 Crack Seal Project

Special Provisions

1. General

Project shall be completed by March 31, 2024.

Work shall include the cleaning and sealing of joints and cracks in asphalt concrete roadway surfaces and Portland cement concrete (PCC) roadway surfaces.

Contractor shall observe and comply with all federal, state, and local laws, safety and health regulations including all warning and traffic control signs, ordinances and all ordinances and all regulations which in any manner affect the conduct of the work.

All 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.

Contractor is responsible for complying with all applicable environmental laws.

Contractor shall furnish all labor, materials, and equipment to complete the work. All equipment, tools and machines used in performance of this work shall be always maintained in satisfactory working condition to ensure a high-quality product.

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 Project Manager prior to the submission of bids.

Contractor shall be required to remain on the project until all work is complete.

Application rates shall be as specified by the material manufacturer and per material specifications.

Crack sealing material shall be applied within the temperature range and within the acceptable weather conditions set forth in the manufacturer's specifications.

Contractor shall employ all necessary safety precautions to prevent injury to person, property, and equipment. Noise shall be kept to a minimum.

Contractor shall clean up and remove all surplus materials, debris, containers and other job-related items or defacements from the premises after completion.

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.

Qualification of Material Sources— Crack fill/seal material shall be a hot-applied asphalt based product designed for use to fill cracks in asphalt concrete or Portland cement concrete pavements. Recommended material includes Crafco Superflext HT, Crafco PolyFlex Type 3, or an approved equal.

Equipment—Heat the sealant in a double-jacketed heater using heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

2. Construction Methods

Construction Schedule—It shall be the responsibility of the contractor to provide a project schedule to City staff prior to beginning work. The schedule should outline the anticipated start and end dates for each phase of the project.

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.

A traffic control plan shall be submitted to the Project Manager 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.

Sealing will be from edge of pavement to edge of pavement including joints between asphalt and concrete including curb lines.

All work shall be done in the best and most workmanlike manner by qualified careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the City of Midland's Engineering Department.

Air compressors or other acceptable methods shall be used to clean out sand and other foreign material from the crack to a depth of at least twice the joint or crack width prior to placing the crack fill materials. If air compressors are used, they shall provide moisture and oil free compressed air and shall be of sufficient size to clear out debris from the crack or joint.

No product shall be applied until joints and cracks requiring treatment have been cleaned, inspected, and approved. The pavement surface must be clean and dry. Product manufacturer's heating and application instructions shall be followed.

Contractor shall be responsible for applying the crack seal material in a method to ensure complete coverage of the cracks. The product shall be applied in the crack or joint reservoir uniformly from bottom to top and filled without formation of entrapped air voids.

The product shall not be applied when the weather is foggy or when rain threatens. When the atmosphere or pavement temperature is below 40°F (4°C), a heat lance shall be used to warm the pavement immediately prior to product application. The pavement surface must be clean and dry. The product temperature shall meet the manufacturer's recommendations.

Sealed areas must not track when driven over. Contractor shall keep the area closed to traffic and/or place blotting material till the crack seal material has cured and tracking will not occur.

Crack filling does not include alligatored areas.

Contractor shall provide backer rod and sand to be placed in cracks larger than 3/8" in width prior to placement of asphalt sealer. There is not a separate pay item for backer rod and sand. Work is incidental to unit cost.

PAY ITEM NOTES

1. The crack fill shall be paid for by the number of lane miles filled 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.

MIDLAND Transportation

FY2023 CRACK FILL LIST

BRANCH_NAM	AVG WIDTH	# OF LANES	LENGTH FEET	LANE MILES	+ CUL-DE-SAC / BULB FEET	TOTAL LANE MILES
ANETTA DR	13	1	929	0.176		0.176
EARHART DR	16	1	229	0.043		0.043
1 LANE TOTAL						**0.219**
S CR 1220	26	2	600	0.227		0.227
AIRWAYS DR	27	2	162	0.061		0.061
TRADEWINDS BLVD	17	2	125	0.047		0.047
S BUTTERFIELD TR	23	2	576	0.218		0.218
S BUTTERFIELD TL	25	2	283	0.107		0.107
CHISHOLM TL	22	2	864	0.327		0.327
CRESCENT DR	26	2	639	0.242		0.242
EARHART DR	18	2	768	0.291		0.291
W JASMINE RD	26	2	462	0.175		0.175
LA FORCE BLVD	24	2	2057	0.779		0.779
S PEASE TL	26	2	863	0.327		0.327
SANTA FE TL	21	2	450	0.171		0.171
SANTA FE TR	21	2	416	0.158		0.158
SLOAN FIELD BLVD	22	2	690	0.261		0.261
TRADEWINDS BLVD	27	2	219	0.083		0.083
S WAKEFIELD RD	23	2	861	0.326		0.326
2 LANE TOTAL						**3.801**
AIRWAYS DR	36	3	770	0.438		0.438
ANTELOPE TL	36	3	1044	0.593		0.593
APACHE DR	33	3	1055	0.600		0.600
ARTHUR CT	38	3	346	0.196		0.196
AUDIE CT	36	3	303	0.172	255	0.221
BANKS DR	36	3	759	0.431		0.431
BEAL PKWY	38	3	2074	1.179		1.179
BECKLEY DR	32	3	1707	0.970		0.970
S BENTWOOD DR	35	3	1026	0.583		0.583
BIG BLUE AV	32	3	3658	2.078		2.078
BLUE HAVEN DR	31	3	1005	0.571	160	0.602
BRINSON LN	37	3	922	0.524		0.524
BROOKS DR	33	3	1033	0.587		0.587
BROWNWOOD DR	32	3	1366	0.776		0.776
BURCHILL DR	37	3	2677	1.521		1.521
CANYON DR	33	3	1398	0.794		0.794
CENTURY DR	37	3	858	0.487		0.487
COLUMBIAN DR	29	3	617	0.350		0.350
COMMERCE DR	37	3	986	0.560		0.560
CRESCENT DR	31	3	356	0.202		0.202
DEVONIAN DR	35	3	323	0.183		0.183
S DEWBERRY DR	33	3	716	0.407		0.407

MIDLAND Transportation

FY2023 CRACK FILL LIST

BRANCH_NAM	AVG WIDTH	# OF LANES	LENGTH FEET	LANE MILES	+ CUL-DE-SAC / BULB FEET	TOTAL LANE MILES
EARHART DR	35	3	2512	1.427		1.427
N EDGEWOOD DR	35	3	756	0.430		0.430
S EDGEWOOD DR	35	3	1280	0.727		0.727
N EISENHOWER DR	35	3	1638	0.931		0.931
S EISENHOWER DR	34	3	1509	0.858		0.858
ENTERPRISE LN	35	3	54	0.031		0.031
ERIE DR	32	3	857	0.487		0.487
FASKEN DR	33	3	695	0.395		0.395
GASTON DR	34	3	695	0.395		0.395
N GLENWOOD DR	32	3	1560	0.886		0.886
S GLENWOOD DR	33	3	1840	1.045		1.045
S GODFREY ST	34	3	620	0.352		0.352
GRACELAND DR	35	3	4189	2.380		2.380
W ILLINOIS AV	31	3	96	0.055		0.055
JORDY RD	37	3	1756	0.997		0.997
LA FORCE BLVD	30	3	1178	0.669		0.669
LEDDY DR	29	3	1280	0.727		0.727
LEISURE DR	38	3	1705	0.969		0.969
LINDBERGH DR	32	3	892	0.507		0.507
LOTE BUSH DR	37	3	1068	0.607		0.607
MEADOW DR	33	3	1990	1.131		1.131
MERCEDES DR	31	3	870	0.494		0.494
S MIDLAND DR	32	3	869	0.494		0.494
MONTY DR	35	3	1375	0.781		0.781
NORTH ACCESS RD	33	3	425	0.242		0.242
NORTH SERVICE RD	37	3	1102	0.626		0.626
PARKWOOD DR	31	3	727	0.413		0.413
PASADENA DR	33	3	2230	1.267	255	1.315
PILOT AV	38	3	421	0.239		0.239
PLEASANT DR	36	3	1269	0.721		0.721
PLEASANT CT	35	3	330	0.187	320	0.248
PLEASANT DR	35	3	788	0.448		0.448
PLISKA DR	36	3	940	0.534		0.534
ROCKYLANE DR	32	3	1392	0.791		0.791
ROOSEVELT AV	33	3	874	0.497		0.497
RUBY DR	31	3	2227	1.265		1.265
SCHLUMBERGER DR	31	3	838	0.476		0.476
SPRABERRY DR	29	3	998	0.567		0.567
STARBOARD DR	37	3	2404	1.366		1.366
W STOKES AV	34	3	785	0.446		0.446
STONEYBROOK DR	32	3	320	0.182		0.182
TANNER DR	32	3	2234	1.269		1.269

MIDLAND Transportation

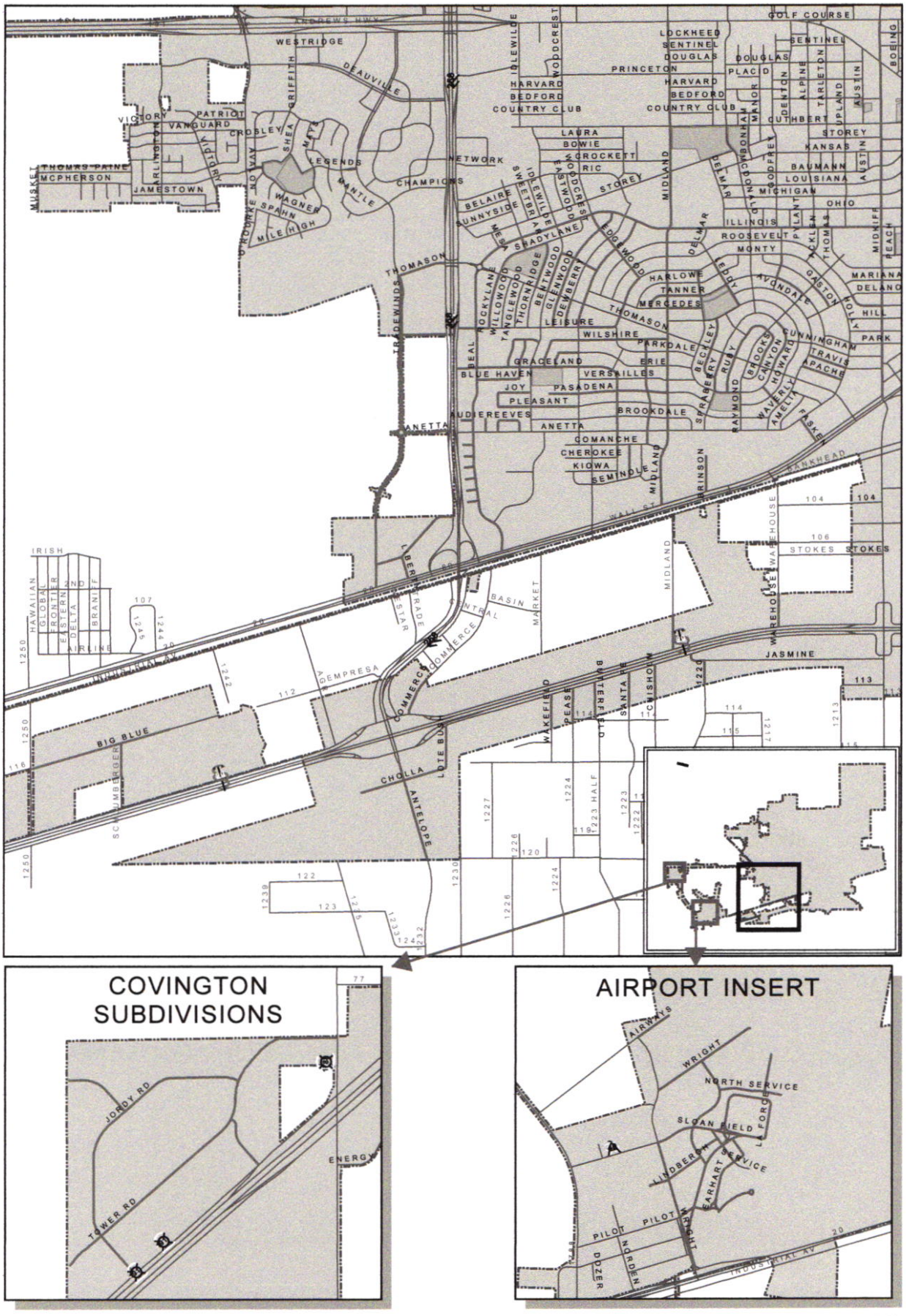
FY2023 CRACK FILL LIST

BRANCH_NAM	AVG WIDTH	# OF LANES	LENGTH FEET	LANE MILES	+ CUL-DE-SAC / BULB FEET	TOTAL LANE MILES
THORNRIDGE DR	36	3	1182	0.671		0.671
TRADEWINDS BLVD	33	3	12068	6.857		6.857
TRAVIS AV	35	3	996	0.566		0.566
S WAREHOUSE RD	37	3	828	0.471		0.471
WILSHIRE DR	32	3	3596	2.043		2.043
WRIGHT DR	35	3	1583	0.899	255	0.947
3 LANE TOTAL						**55.260**
ANETTA DR	40	4	892	0.676		0.676
BANKS DR	39	4	208	0.157		0.157
BEAL PKWY	42	4	5399	4.090		4.090
BLUE HAVEN DR	40	4	379	0.287		0.287
CANDICE RD	40	4	1093	0.828		0.828
CHOLLA RD	48	4	1104	0.836		0.836
COVINGTON CT	41	4	1348	1.021	160	1.052
DEVONIAN DR	39	4	322	0.244		0.244
ENTERPRISE LN	47	4	1195	0.905		0.905
FREEDOM CT	42	4	278	0.210	255	0.259
HAGEN	42	4	262	0.198	255	0.246
W ILLINOIS AV	48	4	921	0.698		0.698
JORDY RD	40	4	4421	3.349		3.349
JOY DR	40	4	850	0.644		0.644
KILYN CT	42	4	252	0.191	255	0.239
LA FORCE BLVD	48	4	3212	2.433		2.433
LEISURE DR	40	4	1124	0.852		0.852
LINDBERGH DR	42	4	951	0.720		0.720
LOGAN CT	41	4	271	0.205	255	0.254
N MIDKIFF RD	47	4	1023	0.775		0.775
N MIDLAND DR	47	4	334	0.253		0.253
MIDLAND DR	47	4	1630	1.235		1.235
NEVAN CT	43	4	273	0.207	255	0.255
PASADENA DR	40	4	746	0.565		0.565
RAILEA CT	43	4	248	0.188	255	0.236
REEVES CR	40	4	1061	0.804	320	0.864
TOWER RD	48	4	2310	1.750		1.750
TRADEWINDS BLVD	45	4	581	0.440		0.440
WINDECKER ST	44	4	2614	1.980		1.980
WRIGHT DR	46	4	3347	2.536		2.536
4 LANE TOTAL						**29.659**
ANTELOPE TL	56	5	1490	1.411		1.411
CHOLLA RD	50	5	1127	1.068		1.068
ILLINOIS AV	60	5	93	0.088		0.088
W ILLINOIS AV	59	5	2889	2.736		2.736

MIDLAND Transportation

FY2023 CRACK FILL LIST

BRANCH_NAM	AVG WIDTH	# OF LANES	LENGTH FEET	LANE MILES	+ CUL-DE-SAC / BULB FEET	TOTAL LANE MILES
W ILLINOIS DR	54	5	930	0.880		0.880
LA FORCE BLVD	50	5	1599	1.514		1.514
LIBERTY DR	55	5	563	0.533		0.533
LINDBERGH DR	53	5	194	0.183	255	0.232
N MIDKIFF RD	58	5	2113	2.001		2.001
MIDLAND DR	50	5	359	0.340		0.340
N MIDLAND DR	60	5	340	0.322		0.322
S MIDLAND DR	58	5	2008	1.902		1.902
MIDLAND DR	60	5	142	0.135		0.135
S MIDLAND DR	58	5	224	0.212		0.212
SLOAN FIELD BLVD	53	5	442	0.418		0.418
TOWER RD	51	5	5061	4.792		4.792
TRADEWINDS BLVD	52	5	913	0.864		0.864
S TRADEWINDS BLVD	57	5	477	0.452		0.452
WINDECKER ST	53	5	412	0.390		0.390
WRIGHT DR	51	5	1265	1.198		1.198
5 LANE TOTAL						**21.487**
ILLINOIS AV	63	6	256	0.291		0.291
W ILLINOIS AV	62	6	5358	6.089		6.089
LA FORCE BLVD	63	6	1891	2.149	530	2.250
N MIDKIFF RD	63	6	3210	3.648		3.648
S MIDKIFF RD	63	6	3240	3.681		3.681
N MIDLAND DR	64	6	4578	5.202		5.202
S MIDLAND DR	62	6	2320	2.636		2.636
SLOAN FIELD BLVD	63	6	935	1.063		1.063
THOMASON DR	69	6	1210	1.375		1.375
6 LANE TOTAL						**26.235**
LEISURE DR	76	7	48	0.064		0.064
S MIDKIFF RD	72	7	104	0.138		0.138
N MIDLAND DR	78	7	431	0.571		0.571
7 LANE TOTAL						**0.773**
GRAND TOTAL						**137.435**


COVINGTON SUBDIVISIONS
AIRPORT INSERT
Legend
FY2023_Crack_Fill
City Limit
School Property
CRACK FILL
FY2023
Date: 10/7/2022
©THE CITY OF MIDLAND - 2022
MIDLAND
Transportation

Champion Infrastructure LLC
Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 23000520

1. **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 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **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.

3. **BID WAIVERS:**

A. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, 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 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 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 THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. 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).

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, Company 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 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 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 the 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 the City from any liability whatsoever. The 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.

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.

Champion Infrastructure LLC		11/7/2022
Company Name		Date
Authorized Signature		361-438-2425 Phone
Aaron Thompson		
Print Above Name		Fax

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.**

None.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None.

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

11/7/22

Date

CITY OF MIDLAND

ADDENDUM

BID # 23000520

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: November 2, 2022

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. Four B Paving evaluated the project area and was able to drive a majority of the streets and did NOT note any Portland cement concrete streets. The bid documents states the project is for crack fill in asphalt concrete and Portland cement concrete (PCC) roadway surfaces. Could the city please confirm if there are any Portland cement concrete streets?

A1. All the streets selected for the FY 2023 Crack Fill Project are paved with asphalt; none are paved with Portland cement.

Q2. Under construction methods the documents state "No product shall be applied until joints and cracks requiring treatment have been cleaned, inspected, and approved." Typical crack seal practices allows for the entire process to be completed as the machinery used is one unit. Meaning for asphalt surfaces the cracks will be cleaned using compressed air on the front of the unit then followed directly behind and sealed. If cracks have to be approved by city representative before being sealed this will slow down the process drastically and not be cost effective. However the contract states that " City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work." Does this mean the inspection of the joints and cracks is at the discretion of the contractor?

A2. The City's inspector will make periodic inspections but will not be there on a continuous basis. Joints and cracks will be cleaned and inspected at the start of the project to ensure the City approves of the Contractor's methods. The inspection of joints and cracks should be conducted by both the City and the Contractor to ensure a quality project is provided by the Contractor and then accepted by the City.

Q3. Under construction methods the bid documents state "air compressors or other acceptable methods shall be used to clean out sand and other foreign material from cracks to a depth of at least twice the joint or crack width prior to placing the crack fill materials." The documents read as a blow and seal method for crack seal on asphalt concrete surfaces and with that you can not guarantee the depth of cracks nor will an air compressor achieve that depth if the crack is not already that deep. The manufacture's recommendation is that the cracks are a minimum width of ½" and maximum width of 1 ½" have a minimum depth of ¾" and does not exceed a depth of twice the width. Will this be an acceptable standard for the city?

A3. The City requests that cracks that are ¼ inch wide or greater (1½" maximum) receive crack seal irregardless of the crack's depth. For cleaning we ask that the Contractor remove as much sand and other foreign material from the cracks as possible with whatever method they choose prior to placing crack fill material into the crack.

Q4. Does the City of Midland have an area for contractors to stage equipment and necessary material?

A4. The City can provide staging areas if needed.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Champion Infrastructure LLC
Company Name

Bidder Authorized Signature

11/7/22
Date

Aaron Thompson
Please Print Above Name

361-438-2425
Phone

CITY OF MIDLAND

ADDENDUM

BID # 23000520

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: November 2, 2022

The following question was raised by one or more of the proposers. The answer is provided as a matter of clarification for all proposers as follows:

Q1. In examining the roads, I have come across some that seem to be beyond the scope of repair. Under Construction Methods : "Crack filling does not include alligatored areas". I am wondering what will be done with some of these roads, for example : Jasmine and SCR 1220?

A1. The City does not request that streets beyond repair be crack filled.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Champion Infrastructure LLC
Company Name

Bidder Authorized Signature

11/7/22
Date

Aaron Thompson
Please Print Above Name

361-438-2425
Phone

CITY OF MIDLAND

ADDENDUM

BID # 23000520

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: November 4, 2022

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. What will be the expectation for sealing the curb line joint where it is no longer visible? Pictures at Leddy & Cedar Springs among many other areas.

A1. The selected streets will be cleaned and swept by the City before the project start date. The City does not expect any curb line joint to be filled if:

1. It is not visible
2. If the joint is less than ¼ inch wide and will not take any crack fill material.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Champion Infrastructure LLC
Company Name

Bidder Authorized Signature

11/7/22
Date

AARON THOMPSON
Please Print Above Name

361-438-2425
Phone

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Champion Infrastructure, LLC, PO Box 12139, College Station, Texas 77842
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424
(Here insert lull name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Midland, 300 North Loraine, Midland, Texas 79702
(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of The Total Amount Bid Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Crack Seal Project No. 23000520
(Here insert lull name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of November , 20 22

Suzy Thompson
(Witness)

Champion Infrastructure, LLC
(Principal) (Seal)

(Title)

(Witness)

FCCI Insurance Company
(Surety) (Seal)

April M Terbay Attorney-In-Fact



FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

James F Siddons; April M Terbay; Patrick L Watkins; Rodney Watkins; Andrew Webb; Robert J Guyton; Hanna Ogle; Sheila Pennington Noxon

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of November, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

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:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

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www.crafco.com

PRODUCT DATA SHEET

ASPHALT RUBBER 233

PART NO. 34233

OCTOBER 2021

READ BEFORE USING THIS PRODUCT

GENERAL

Crafco Asphalt Rubber 233 sealant is a hot-applied asphalt-based product used to fill cracks in asphalt or Portland cement concrete pavements in moderate to warm climates. Asphalt Rubber 233 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. Asphalt Rubber 233 is used in highway, street and airfield pavements and is applied to pavement cracks using pressure feed Melter applicators. At application temperature, Asphalt Rubber 233 is a high viscosity, non-self-leveling product. Asphalt Rubber 233 is formulated using a selected blend of paving grade asphalt and vulcanized granulated crumb rubber. Asphalt Rubber 233 is produced specifically to meet requirements of the Texas Department of Transportation for Rubber Asphalt Crack Sealer. VOC = 0 g/l.

SPECIFICATION CONFORMANCE

Crafco Asphalt Rubber 233 meets all requirements of Texas SDHPT Item 300.2 Rubber Asphalt Crack Sealer Class A as follows:

Test	Texas SDHPT 300.2 Class A
Rubber Content, % Total wt.	22-26%
Flash Point, COC Modified	400 °F (204 °C) min
Cone Penetration, 77 °F (25 °C)	30-50
Cone Penetration, 32 °F (0 °C), 200g, 60sec.	12 min.
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

INSTALLATION

Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Meltable** packaging consists of approximately 30 lbs. (13.6 kg) completely meltable packages that are interlock stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Meltable packaging quickly melts into the product without affecting specification conformance. Meltable packaged sealant products are sold by the pallet only and individual packages are not indented for sale. For more details on meltable packaging go to https://crafco.com/materials-documentation/

WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

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www.crafco.com

PRODUCT DATA SHEET

ASPHALT RUBBER 541

PART NO. 34541

OCTOBER 2021

READ BEFORE USING THIS PRODUCT

GENERAL

Crafco Asphalt Rubber 541 sealant is a hot-applied asphalt-based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. Asphalt Rubber 541 is supplied in solid form which when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. Asphalt Rubber 541 is used in highway, street, airfield, and parking lot pavements and is applied to pavement cracks and joints using pressure feed Melter applicators. At application temperature, Asphalt Rubber 541 is a higher viscosity, non-self-leveling product. Asphalt Rubber 541 contains virgin rubber, vulcanized granulated crumb rubber, and selected paving asphalt. Asphalt rubber 541 is produced to meet requirements of the Texas Highway Department for Rubber Asphalt Crack Sealer. VOC = 0 g/l.

SPECIFICATION CONFORMANCE

Crafco Asphalt Rubber 541 meets all requirements of State of Texas Department of Highwaysfor Rubber Asphalt Crack Sealer (Texas SDHPT Item 300.2 Class B) and exceeds requirements of ASTM D5078.

Test	Texas SDHPT 300.2 Class B Limits
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)
Cone Penetration, 77 °F (25 °C)	30-50
Cone Penetration, 32 °F (0 °C), 200 g 60 sec.	12 min.
Softening Point (ASTM D36)	170 °F (77 °C) min.
Flash Point, modified C.O.C.	400 °F (204 °C) min.
Virgin Rubber Polymer, % by wt.	2% min.
Granulated vulcanized rubber, % by wt.	13-17%
Bond, 20 °F (-7 °C), 50% ext.	Pass 3 cycles.

INSTALLATION

Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Meltable** packaging consists of approximately 30 lbs. (13.6 kg) completely meltable packages that are interlock stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Meltable packaging quickly melts into the product without affecting specification conformance. Meltable packaged sealant products are sold by the pallet only and individual packages are not indented for sale. For more details on meltable packaging go to https://crafco.com/materials-documentation/

WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

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www.crafco.com

PRODUCT DATA SHEET

ROADSAVER 221

PART NO. 34221

OCTOBER 2021

READ BEFORE USING THIS PRODUCT

GENERAL

Crafco RoadSaver 221 sealant is a hot-applied asphalt-based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in hot to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive, and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed Melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafco product for over 30 years. VOC = 0 g/l.

SPECIFICATION CONFORMANCE

RoadSaver 221 meets all requirement of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

	ASTM D6690 (AASHTO M324)
Test	**Type II Spec. Limits**
Cone Penetration	90 max.
Softening Point	176 °F (80 °C) min.
Resilience	60% min.
Bond, -20 °F (-29 °C), 50% ext.	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

INSTALLATION

The unit weight of Crafco RoadSaver 221 is 10.5 lbs. per gallon (1.26 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
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WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

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EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

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

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

City Council Meeting

Item Number: 12

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH PETROLEUM SOLUTIONS, INC., DBA JF PETROLEUM GROUP, THROUGH SOURCEWELL, FOR THE REPLACEMENT OF THE EXISTING FUEL DISPENSERS AT THE CARVER FUEL STATION FOR A TOTAL COST OF $215,247.62 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the replacement of the existing fuel dispensers at the Carver Fuel Station from Petroleum Solutions, Inc. dba JF Petroleum Group through Sourcewell contract 092920 for a cost of $215,247.62.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Discussion:

Staff is recommending the replacement of the existing fuel dispensers at the Carver Fuel Station from Petroleum Solutions, Inc. dba JF Petroleum Group through Sourcewell contract 092920 for a cost of $215,247.62. We are members of the Sourcewell formerly National Joint Powers Alliance (NJPA) cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2023 is $150,000.00. Please see attached memo from Eddie Chavez, Vehicle Services Manager, for additional information.

Therefore, please consider a resolution authorizing the execution of a contract for the replacement of the existing fuel dispensers at the Carver Fuel Station from Petroleum Solutions, Inc. dba JF Petroleum Group of San Antonio, Texas through Sourcewell contract 092920 for a cost of $215,247.62.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Eddie Chavez

SUBJECT: Carver Fuel Station Upgrades @ 500 N. Carver & 507 N. Carver St.

DATE: 11/14/2022

Vehicle Services is requesting the replacement of existing Fuel Dispensers located at 500 N Carver and 507 N Carver Street which are mechanical with hard to find parts for repairs, and will replace with electronic dispensers. Also the existing fuel tank monitors will replaced with new monitors which will integrate with the current Assetworks software system. The budgeted amount for FY2023 is $150,000.00 and the purchase amount will be $215,247.62 for both locations.

Sincerely,

Eddie Chavez

City of Midland Vehicle Services Manager

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH PETROLEUM SOLUTIONS, INC., DBA JF PETROLEUM GROUP, THROUGH SOURCEWELL, FOR THE REPLACEMENT OF THE EXISTING FUEL DISPENSERS AT THE CARVER FUEL STATION FOR A TOTAL COST OF $215,247.62

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Petroleum Solutions, Inc., DBA JF Petroleum Group has submitted a total proposed cost to the City of $215,247.62, through Sourcewell, for the replacement of the existing fuel dispensers at the Carver Fuel Station; and

WHEREAS, the City Council finds the cost proposed by Petroleum Solutions, Inc., DBA JF Petroleum Group for the replacement of said fuel dispeners to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Petroleum Solutions, Inc., DBA JF Petroleum Group for the replacement of said fuel dispensers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Petroleum Solutions, Inc., DBA JF Petroleum Group for the replacement of the existing fuel dispensers at the Carver Fuel Station for a total cost of $215,247.62. Said contract to being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Petroleum Solutions, Inc., DBA JF Petroleum Group in accordance with the terms and

conditions of the above-referenced contract from funds available in the FY23 Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2022\Contracts\Sourcewell_Fuel Dispensers.wpd

THE CITY OF MIDLAND

CONTRACT

Contract No. 23001355

THIS CONTRACT, effective the 14th day of December 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Petroleum Solutions Inc. dba JF Petroleum Group, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 215,247.62 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of fueling stations located at 500 N. Carver and 507 N. Carver said work being further described in the following documents attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Regina Stephenson or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondent superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of Petroleum Solutions Inc. dba JF Petroleum Group, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2022.

_____
Notary Public, State of

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Dispensers:

-to disconnect, remove, and haul off (2) old Bennett dispensers
-to provide and install (2) Gasboy 9153KXF Mechanical Single Unleaded Single Hose
-to provide and install (2) Hose Retractors
-to provide and install (2) New Sets of Unleaded Hanging Hardware
-to provide all programming, start up, and training by a certified Gasboy technician
-to reuse existing conduit and wiring, piping, and shear valves
-to provide and install new electrical subpanel for required switch neutral breakers
-to reconnect dispensers to fuel management system that are currently connected

Pricing:

Equipment and Labor:	**$35,468.00**
Taxes	**$0.00**
Total	**$35,468.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Thirty Five Thousand Four Hundred Sixty Eight Dollars and 00/100 Cents ($35,468.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Veeder Root:

-to disconnect, remove, and haul off (1) TS101 Console
-to provide and install (1) TLS4B Console
-to provide and install (1) tank probe, (1) tank sump sensors, (2) UDC sensors
-to provide and install (1) interstitial sensors, (1) overfill alarm and acknowledge switch
-to provide all programming, start up, and training by a certified Veeder Root technician
-to reuse existing conduit and wiring

Pricing:

Equipment and Labor:	**$20,714.00**
Taxes	**$0.00**
Total	**$20,714.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty Thousand Seven Hundred Fourteen Dollars and 00/100 Cents ($20,714.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

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c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

To provide and install on the island 3
This assumes to use existing conduit at island to get power to unit
To connect to existing Assetworks card system on island
To provide startup of new DEF system

DEF PRO BULK TANK STORAGE SYSTEMS

- **550-gallon single wall tank 64 inches diameter 116 inches tall**
- **Non insulated tank**
- **2 inch fill line with ball valve and cam lock**
- **120 VAC W85 DEF pump**
- **20 foot discharge hose with auto nozzle**
- **LCD gear flow meter with pulse out function**

Pricing:

Equipment and Labor:	**$21,666.00**
Taxes	**$0.00**
Total	**$21,666.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty One Thousand Six Hundred Sixty Six Dollars and 00/100 Cents ($21,666.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. **INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

Innovation that works

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Purchaser: City of Midland

Sourcewell 092920-JFA

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Dispensers:

-to disconnect, remove, and haul off (7) old Bennett dispensers
-to provide and install (2) Gasboy 9153KXTW1 Mechanical Single Unlead Dual Hose
-to provide and install (2) Gasboy 9153KXTW1 Mechanical Single Diesel Dual Hose
-to provide and install (2) Gasboy 9153KXTW2 Mechanical Dual Diesel/Unlead Dual Hose
-to provide and install (1) Gasboy 9153KX Mechanical Single Off Road Diesel Single Hose
-to provide and install (13) new Hose Retractors
-to provide and install (13) New Sets of Unleaded Hanging Hardware
-to provide all programming, start up, and training by a certified Gasboy technician
-to reuse existing conduit and wiring, piping, and shear valves
-to provide and install new electrical subpanel for required switch neutral breakers
-to provide and install E Stop
-to reconnect dispensers to fuel management system that are currently connected

Pricing:

Equipment and Labor:	**$114,816.00**
Taxes	**$0.00**
Total	**$114,816.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty One Thousand Six Hundred Sixty Six Dollars and 00/100 Cents ($114,816.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. **INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Veeder Root:

-to disconnect, remove, and haul off (1) TS101 Console
-to provide and install (1) TLS450-Plus Console
-to provide and install (3) tank probes, (3) tank sump sensors, (7) UDC sensors
-to provide and install (2) interstitial sensors, (1) overfill alarm and acknowledge switch
-to provide all programming, start up, and training by a certified Veeder Root technician
-to reuse existing conduit and wiring

Pricing:

Equipment and Labor:	**$38,795.00**
Taxes	**$0.00**
Total	**$38,795.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Thirty Eight Thousand Seven Hundred Ninety Five Dollars and 00/100 Cents ($38,795.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

Innovation that works.

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Purchaser: City of Midland

Sourcewell 092920-JFA

City of Midland
507 N. Carver and 500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Bonding Fees: $5454.62

Pricing:

Bonding Fees	**$5454.62**
Taxes	**$0.00**
Total	**$5454.62**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Five Thousand Four Hundred Fifty Four Dollars and 62/100 Cents ($5454.62) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

THE CITY OF MIDLAND

CONTRACT

Contract No. 23001355

THIS CONTRACT, effective the 14th day of December 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Petroleum Solutions Inc. dba JF Petroleum Group, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 215,247.62 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of fueling stations located at 500 N. Carver and 507 N. Carver said work being further described in the following documents attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Regina Stephenson or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondent superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of Petroleum Solutions Inc. dba JF Petroleum Group, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2022.

_____
Notary Public, State of

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Dispensers:

-to disconnect, remove, and haul off (2) old Bennett dispensers
-to provide and install (2) Gasboy 9153KXF Mechanical Single Unleaded Single Hose
-to provide and install (2) Hose Retractors
-to provide and install (2) New Sets of Unleaded Hanging Hardware
-to provide all programming, start up, and training by a certified Gasboy technician
-to reuse existing conduit and wiring, piping, and shear valves
-to provide and install new electrical subpanel for required switch neutral breakers
-to reconnect dispensers to fuel management system that are currently connected

Pricing:

Equipment and Labor:	**$35,468.00**
Taxes	**$0.00**
Total	**$35,468.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Thirty Five Thousand Four Hundred Sixty Eight Dollars and 00/100 Cents ($35,468.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. **INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Veeder Root:

-to disconnect, remove, and haul off (1) TS101 Console
-to provide and install (1) TLS4B Console
-to provide and install (1) tank probe, (1) tank sump sensors, (2) UDC sensors
-to provide and install (1) interstitial sensors, (1) overfill alarm and acknowledge switch
-to provide all programming, start up, and training by a certified Veeder Root technician
-to reuse existing conduit and wiring

Pricing:

Equipment and Labor:	**$20,714.00**
Taxes	**$0.00**
Total	**$20,714.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty Thousand Seven Hundred Fourteen Dollars and 00/100 Cents ($20,714.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

To provide and install on the island 3
This assumes to use existing conduit at island to get power to unit
To connect to existing Assetworks card system on island
To provide startup of new DEF system

DEF PRO BULK TANK STORAGE SYSTEMS

- **550-gallon single wall tank 64 inches diameter 116 inches tall**
- **Non insulated tank**
- **2 inch fill line with ball valve and cam lock**
- **120 VAC W85 DEF pump**
- **20 foot discharge hose with auto nozzle**
- **LCD gear flow meter with pulse out function**

Pricing:

Equipment and Labor:	**$21,666.00**
Taxes	**$0.00**
Total	**$21,666.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty One Thousand Six Hundred Sixty Six Dollars and 00/100 Cents ($21,666.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. **INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

Innovation that works

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Purchaser: City of Midland

Sourcewell 092920-JFA

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Dispensers:

-to disconnect, remove, and haul off (7) old Bennett dispensers
-to provide and install (2) Gasboy 9153KXTW1 Mechanical Single Unlead Dual Hose
-to provide and install (2) Gasboy 9153KXTW1 Mechanical Single Diesel Dual Hose
-to provide and install (2) Gasboy 9153KXTW2 Mechanical Dual Diesel/Unlead Dual Hose
-to provide and install (1) Gasboy 9153KX Mechanical Single Off Road Diesel Single Hose
-to provide and install (13) new Hose Retractors
-to provide and install (13) New Sets of Unleaded Hanging Hardware
-to provide all programming, start up, and training by a certified Gasboy technician
-to reuse existing conduit and wiring, piping, and shear valves
-to provide and install new electrical subpanel for required switch neutral breakers
-to provide and install E Stop
-to reconnect dispensers to fuel management system that are currently connected

Pricing:

Equipment and Labor:	**$114,816.00**
Taxes	**$0.00**
Total	**$114,816.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Twenty One Thousand Six Hundred Sixty Six Dollars and 00/100 Cents ($114,816.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. **INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. **Intentionally Omitted**.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **Intentionally Omitted.**

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Sourcewell 092920-JFA

Purchaser: City of Midland

City of Midland
507 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Veeder Root:

-to disconnect, remove, and haul off (1) TS101 Console
-to provide and install (1) TLS450-Plus Console
-to provide and install (3) tank probes, (3) tank sump sensors, (7) UDC sensors
-to provide and install (2) interstitial sensors, (1) overfill alarm and acknowledge switch
-to provide all programming, start up, and training by a certified Veeder Root technician
-to reuse existing conduit and wiring

Pricing:

Equipment and Labor:	**$38,795.00**
Taxes	**$0.00**
Total	**$38,795.00**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Thirty Eight Thousand Seven Hundred Ninety Five Dollars and 00/100 Cents ($38,795.00) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

JF PETROLEUM GROUP

Innovation that works.

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 10-29-22

Purchaser: City of Midland

Sourcewell 092920-JFA

City of Midland
507 N. Carver and 500 N. Carver
Midland, Texas 79701

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Bonding Fees: $5454.62

Pricing:

Bonding Fees	**$5454.62**
Taxes	**$0.00**
Total	**$5454.62**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Five Thousand Four Hundred Fifty Four Dollars and 62/100 Cents ($5454.62) (the "Agreement Price") which includes applicable sales tax.
This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:
Due Upon Completion

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. **Intentionally Omitted.**

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole

negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. **Intentionally Omitted**.

c. **Intentionally Omitted.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. **Intentionally Omitted.**

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. Intentionally Omitted.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. Intentionally Omitted.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Danny Togo

Title: Sales Representative Date: 10-29-22

ACCEPTED FOR:_____

By:_____ Printed Name:_____

Title:_____ Date:_____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

_____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20___ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

City Council Meeting

Item Number: 13

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REMOVAL AND REPLACEMENT AT THE JAL DRAW NORTH OF WADLEY AT THE INTERSECTION OF PARKWAY DRIVE AND FIESTA AVENUE AND THE EMERGENCY REPLACEMENT OF A FIRE HYDRANT AT THE INTERSECTION OF LOOP 250 AND CROWLEY BOULEVARD BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $124,340.44 (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution ratifying and approving the emergency repair and replacement of a manhole at Jal Draw North of Wadley at the intersection of Parkway Drive and Fiesta Avenue by Red Deer Construction LLC for a cost of $111,436.61 and the emergency replacement of a fire hydrant located at Loop 250 and Crowley Boulevard for $12,903.83 for a total cost of $124,340.44.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Operating Fund operating budget.

Discussion:

Red Deer Construction LLC was called for the emergency repair and replacement of a manhole at Jal Draw North of Wadley at the intersection of Parkway Drive and Fiesta Avenue and the emergency replacement of a fire hydrant located at Loop 250 and Crowley Boulevard. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying and approving payment for the emergency

repair and replacement of a manhole at Jal Draw North of Wadley at the intersection of Parkway Drive and Fiesta Avenue and the emergency replacement of a fire hydrant located at Loop 250 and Crowley Boulevard performed by Red Deer Construction LLC of Midland, Texas for a total cost of $124,340.44.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution Ratifying the Emergency sewer main manhole repairs and the fire hydrant repair performed by Red Deer Construction.

DATE: December 13, 2022

A collapsed sewer manhole was discovered in Jal Draw North of Wadley at the intersection of Parkway Drive and Fiesta Avenue at the beginning of October. This sewer main is a system that flows full at all times and is approximately 20' deep. Utilities crews were unable to perform the removal and replacement of the manhole so Red Deer Construction was called in for the replacement. Red Deer Construction provided their services on the replacement of the manhole. The cost for Red Deer to perform the repairs was $111,436.61.

An existing broken fire hydrant and the emergency replacement of a fire hydrant located at Loop 250 and Crowley Boulevard was discovered in the beginning of November. The fire hydrant had to be excavated seven (7) feet down to find the base. Utilities crews were unable to perform the removal and replacement of the fire hydrant so Red Deer Construction was called in for the replacement. Red Deer Construction provided their services on the replacement of the fire hydrant. The cost for Red Deer to perform the repairs was $12,903.83.

Utilities request Council to ratify the total construction costs of $124,340.44. The repairs cost will be paid out of the Utilities' maintenance of the sanitary sewer line item (300335 54110).

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REMOVAL AND REPLACEMENT AT THE JAL DRAW NORTH OF WADLEY AT THE INTERSECTION OF PARKWAY DRIVE AND FIESTA AVENUE AND THE EMERGENCY REPLACEMENT OF A FIRE HYDRANT AT THE INTERSECTION OF LOOP 250 AND CROWLEY BOULEVARD BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $124,340.44

WHEREAS, a collapsed sewer manhole was discovered at the Jal Draw north of Wadley at the intersection of Parkway Drive and Fiesta Avenue; and

WHEREAS, a broken fire hydrant was discovered at the intersection Loop 250 and Crowley Boulevard and needed to be replaced; and

WHEREAS, Red Deer Construction, LLC, was the emergency utility contractor called on to remove and replace the collapsed manhole and to remove and replace the broken fire hydrant; and

WHEREAS, Red Deer Construction, LLC, agreed to provide the emergency services for a total cost of $124,340.44 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said manhole constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Red Deer Construction, LLC, for a total cost of $124,340.44;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the payment for emergency services by Red Deer Construction, LLC, at a total cost of $124,340.44, is hereby ratified and approved.

SECTION TWO. Funding is available in the Utilities Operating Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, an amount not to exceed $124,340.44 from funds available in a project for said purpose upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller City Attorney

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
4326954420

INVOICE

INVOICE # 1047
DATE 11/09/2022
DUE DATE 11/09/2022

BILL TO
City of Midland Utility 800-004
300 N Loraine
Midland, TX 79701

SHIP TO
City of Midland Utility 800-004
300 N Loraine
Midland, TX 79701

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Manhole Replacement/Repair 9/30/2022 Set up the sewer by pass pump around, pumped down the stagnant sewage in the line, pumped down the sewage at and around the collapsed manhole, and placed barricades and safety around the work area. Labor: $3,550.00, Equipment: $3,650.00,	1	7,200.00	7,200.00
Manhole Replacement/Repair 10/03/2022 Continued the pump around operations, hydro-excavated existing utilities, received materials for the new in-line manhole, excavated for the new in-line manhole. Expanded barricades and safety to include the area of the new manhole. Labor: $3,880.00, Materials: $1,500.00, Equipment: $4,050.00	1	9,430.00	9,430.00
Manhole Replacement/Repair 10/04/2022 Continued the pump around operations, installed new in-line manhole, poured concrete footer around outside of new manhole, poured and formed the invert for the new manhole, and started sifting and processing material for backfill. Labor: $3,265.00, Materials: $2,602.50, Equipment: $3,425.00.	1	9,292.50	9,292.50
Manhole Replacement/Repair 10/05/2022 Backfilled the newly installed in-line manhole, formed up for the concrete collar around the new manhole, relocated the pump around to the newly installed manhole, pumped down as much as possible the collapsed manhole, and began excavation of the collapsed manhole. Labor: $3,125.00, Materials: $113.61, Equipment: $3,875.00.	1	7,113.61	7,113.61
Manhole Replacement/Repair 10/06/2022 Continued to expose the collapsed manhole, assisted the COM Vac-Truck that came to help expose the invert of the existing manhole, and re-located and isolated the sewage contaminated soil. Labor: $3,050.00, Materials: $14,731.66. Equipment: $3,575.00	1	21,356.66	21,356.66
Manhole Replacement/Repair 10/07/2022 Continued digging around the collapsed manhole and building the trench box. Labor: $3,050.00, Equipment: $3,550.00	1	6,600.00	6,600.00
Manhole Replacement/Repair 10/10/2022 Checked the project, pumped water out of the ditch, and adjusted all of the safety barricades from the rain over the weekend. Due to continued rainfall and the area being to wet to work we called it for the day before lunch.	1	4,600.00	4,600.00

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

ACTIVITY	QTY	RATE	AMOUNT
Labor: $2,275.00, Equipment: $2,325.00			
Manhole Replacement/Repair 10/11/2022 Extended the barrel of the fiberglass manhole 2ft, prepared the bottom for the new manhole installation, set manhole and poured the outside footer for the new manhole. Hauled off and disposed of 11 loads of contaminated soil to the designated city dump site. Labor: $3,972.50, Materials: $1,911.59, Equipment: $4,387.50.	1	10,271.59	10,271.59
Manhole Replacement/Repair 10/12/2022 Started backfill around the new manhole, built the lower half of the exterior drop structure into the manhole, poured and formed the invert of the new manhole. Labor: $3,700.00, Materials: $1,816.75, Equipment: $4,200.00.	1	9,716.75	9,716.75
Manhole Replacement/Repair 10/13/2022 Connected the external drop into the existing 8" sewer main, poured 2-sack to encapsulate the drop structure, processed backfill material, backfilled, and compacted around the new manhole. Labor: $3,050.00, Materials: $56.75, Equipment: $3,450.00	1	6,556.75	6,556.75
Manhole Replacement/Repair 10/14/2022 Continued back fill and compaction around the second manhole, disconnected and wrapped up the pump and hoses from the pump around. Labor: $3,202.50, Equipment; $2,962.50	1	6,165.00	6,165.00
Manhole Replacement/Repair 10/18/2022 Continued back fill and compaction around the second manhole, transported barricades and excess materials back to the yard, returned the pump and hoses back to Sunbelt Rentals, and picked up the ring and cover from Benmark. Labor: $2,805.00, Materials: $630.00, Equipment: $1,550.00.	1	4,985.00	4,985.00
Manhole Replacement/Repair 10/19/2022 Dug out and built the forms for the concrete collar around both manholes, poured and finished the concrete collars, broke down the trench box and transported it back to the yard, hauled off the remaining barricades and cones to the yard, and started dressing up and cleaning the job site. Labor: $3,202.50, Materials: $621.25, Equipment: $1,675.00,	1	5,498.75	5,498.75
Manhole Replacement/Repair 10/20/2022 Disassembled and removed the concrete forms around the manhole collars, completed site clean up, raked the area smooth, and hauled all remaining materials, excess dirt, and equipment back to the yard. The project is now completed. Labor: $1,525.00, Equipment: $1,125.00.	1	2,650.00	2,650.00

Parkway & Fiesta Manhole Collapse is Completed

SUBTOTAL	111,436.61
TAX	0.00
TOTAL	111,436.61
BALANCE DUE	**$111,436.61**

Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
4326954420

INVOICE

INVOICE # 1048
DATE 11/18/2022
DUE DATE 11/18/2022

BILL TO
City of Midland Utility 800-010
P.O. BOx 1152
Midland, Texas 79702

SHIP TO
City of Midland Utility 800-010
P.O. BOx 1152
Midland, Texas 79702

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Fire Hydrant 11-7-2022 Fire Hydrant Replacement - Excavated down 7 feet to find the base of the existing broken fire hydrant, demoed and removed the existing hydrant, installed a COM standard 5' tall hydrant, thrust blocked, graveled, and backfilled to the collar of the new hydrant. We ordered a 2' hydrant extension and are waiting on delivery, and fenced off the area until the extension can be installed. Labor: $3,050.00, Materials: $4,503.83, Equipment $5,350.00	1	12,903.83	12,903.83

Emergency Fire Hydrant Job is Completed

SUBTOTAL	12,903.83
TAX	0.00
TOTAL	12,903.83
BALANCE DUE	**$12,903.83**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

City Council Meeting

Item Number: 14

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE COMPACT EXCAVATOR AND ASSOCIATED EQUIPMENT FROM YELLOWHOUSE MACHINERY CO. THROUGH BUYBOARD AT A TOTAL COST OF $101,200.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of one (1) John Deere Compact Excavator from Yellowhouse Machinery Company through Buyboard contract 597-19 for a cost of $101,200.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Discussion:

The Garage Division is requesting the purchase of one (1) John Deere Compact Excavator for the Utilities Department. Staff recommends approving the purchase from Yellowhouse Machinery Company through Buyboard contract 597-19. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2023 is $150,000.00. Please see attached memos from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) John

Deere Compact Excavator from Yellowhouse Machinery Company of Midland, Texas through Buyboard contact 597-19 for a cost of $101,200.00

Tina Daugherty

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: BuyBoard contract #597-19 for the purchase of a one (1) John Deere compact Excavator

DATE: 11/01/2022

Fleet services is requesting the purchase of one (1) John Deere Compact Excavator. This John Deere Compact Excavator will be a new addition to the fleet and will be used to help in maintaining and repairing water lines when they break. This compact excavator will be used to get into tighter smaller areas, where a larger unit cannot go. The budgeted amount for FY2023 is $150,000.00. The purchase amount that is being offered through BuyBoard contract #597-19 by Yellowhouse Machinery Co. is $101,200.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE COMPACT EXCAVATOR AND ASSOCIATED EQUIPMENT FROM YELLOWHOUSE MACHINERY CO. THROUGH BUYBOARD AT A TOTAL COST OF $101,200.00

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, Yellowhouse Machinery Co. has submitted a total proposed cost to the City of $101,200.00 for the purchase of a John Deere compact excavator and associated equipment 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. for the purchase of a John Deere compact excavator and associated equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a John Deere compact excavator and associated equipment 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 City Manager is hereby authorized and directed to purchase a John Deere compact excavator and associated equipment from Yellowhouse Machinery Co. through Buyboard at a total cost of $101,200.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Yellowhouse Machinery Co. for a John Deere compact excavator and associated equipment from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Quote Id: 27617332

Prepared For:

CITY OF MIDLAND



Prepared By: **TIFFANI PITTMAN**

Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707

Tel: 432-580-3337
Fax: 432-580-3464
Email: tiffanip@yellowhouse.us

Quote Id: 27617332

14 October 2022

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

Dear Rex, Buy board# 597-19

We at Yellowhouse Machinery Co. sincerely appreciate your interest and for your time while considering the attached proposal. We understand there are many factors to consider when purchasing new or pre-owned construction equipment. We appreciate the opportunity to provide you with a personalized proposal which includes product information, financing options and support packages. John Deere products offer cutting edge design to deliver low daily operating costs, more uptime, and high productivity for your business.

If you have any questions as you review this proposal, please contact me. I look forward to earning your business.

When you choose to purchase from Yellowhouse Machinery Co., nobody goes further, digs deeper or tries harder to keep you productive, up and running and profitable every day.

Sincerely,
TIFFANI PITTMAN
432-580-3337
Yellowhouse Machinery Co.

Confidential

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702
Business: 432-685-7100

Prepared By:

TIFFANI PITTMAN
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
tiffanip@yellowhouse.us

Buy board# 597-19

Quote Id: 27617332
Created On: 14 October 2022
Last Modified On: 30 November 2022
Expiration Date: 30 December 2022

Equipment Summary	Selling Price		Qty		Extended
74729 JOHN DEERE 60G Compact Excavator	$ 86,500.00	X	1	=	$ 86,500.00
John Deere Extended Warranty-2000HR/60MONTH	$ 500.00	X	1	=	$ 500.00
Sub Total					**$ 87,000.00**
75283 CONNECT WORK TOOLS CH70	$ 8,500.00	X	1	=	$ 8,500.00
76449 JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH - PXBU7KE001447	$ 1,200.00	X	1	=	$ 1,200.00
56451 JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F	$ 1,350.00	X	1	=	$ 1,350.00
20918 JOHN DEERE 30" HVY DUTY BUCKET 10.0C	$ 1,500.00	X	1	=	$ 1,500.00
71524 JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F	$ 1,650.00	X	1	=	$ 1,650.00
Equipment Total					**$ 101,200.00**

Quote Summary	
Equipment Total	$ 101,200.00
SubTotal	$ 101,200.00
Total	$ 101,200.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 101,200.00**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

74729 JOHN DEERE 60G Compact Excavator

Hours: 0
Stock Number: 74729

Code	Description	Qty
0071FF	JOHN DEERE 60G COMPACT EXCAVATOR	1
	Standard Options - Per Unit	
3125	400MM RUBBER TRACK	1
7120	6'1" (1.85M) LONG ARM	1
8185	CAB WITH HEATER & AIR CONDIT	1
9555	ANGLE BLADE	1
	Service Agreements	
	John Deere Extended Warranty - 2000HR/60MONTH	

75283 CONNECT WORK TOOLS CH70

Equipment Notes:
Hours: 0
Stock Number: 75283

Code	Description	Qty
75283	CONNECT CH70H HAMMER WITH 50/60G BRACKET	1

76449 JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH - PXBU7KE001447

Equipment Notes:
Hours: 0
Stock Number: 76449

Code	Description	Qty	
BYT10978	JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH	1	
	Other Charges		
PACKET	Freight	14.9	1 December 13, 2022

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

	FRT DISC	1

56451 JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F

Equipment Notes:
Hours: 0
Stock Number: 56451

Code	Description	Qty
AT460880G	JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F	1

20918 JOHN DEERE 30" HVY DUTY BUCKET 10.0C

Equipment Notes:
Hours: 0
Stock Number: 20918

Code	Description	Qty
AT358514	JOHN DEERE 30" HVY DUTY BUCKET 10.0C	1
	Other Charges	
	Freight	1

71524 JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F

Equipment Notes:
Hours: 0
Stock Number: 71524

Code	Description	Qty
BYT10996	JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F	1
	Other Charges	

Confidential

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

	Freight	1
	FRT DISC	1

Confidential

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Id: 27617332

14 October 2022

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

Dear Rex, Buy board# 597-19

We at Yellowhouse Machinery Co. sincerely appreciate your interest and for your time while considering the attached proposal. We understand there are many factors to consider when purchasing new or pre-owned construction equipment. We appreciate the opportunity to provide you with a personalized proposal which includes product information, financing options and support packages. John Deere products offer cutting edge design to deliver low daily operating costs, more uptime, and high productivity for your business.

If you have any questions as you review this proposal, please contact me. I look forward to earning your business.

When you choose to purchase from Yellowhouse Machinery Co., nobody goes further, digs deeper or tries harder to keep you productive, up and running and profitable every day.

Sincerely,
TIFFANI PITTMAN
432-580-3337
Yellowhouse Machinery Co.

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702
Business: 432-685-7100

Prepared By:
TIFFANI PITTMAN
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
tiffanip@yellowhouse.us

Quote Id:	27617332
Created On:	14 October 2022
Last Modified On:	21 October 2022
Expiration Date:	28 October 2022

Equipment Summary	Selling Price		Qty		Extended
74729 JOHN DEERE 60G Compact Excavator	$ 86,500.00	X	1	=	$ 86,500.00
John Deere Extended Warranty-2000HR/60MONTH	$ 500.00	X	1	=	$ 500.00
Sub Total					**$ 87,000.00**
75283 CONNECT WORK TOOLS CH70	$ 8,500.00	X	1	=	$ 8,500.00
76449 JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH - PXBU7KE001447	$ 1,200.00	X	1	=	$ 1,200.00
56451 JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F	$ 1,350.00	X	1	=	$ 1,350.00
20918 JOHN DEERE 30" HVY DUTY BUCKET 10.0C	$ 1,500.00	X	1	=	$ 1,500.00
71524 JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F	$ 1,650.00	X	1	=	$ 1,650.00
Equipment Total					**$ 101,200.00**

Quote Summary	
Equipment Total	$ 101,200.00
SubTotal	$ 101,200.00
Total	$ 101,200.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 101,200.00**

Salesperson : X _____

Accepted By: X _____

Confidential

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Id: 27617332

Prepared For:

CITY OF MIDLAND



Prepared By: **TIFFANI PITTMAN**

Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707

Tel: 432-580-3337
Fax: 432-580-3464
Email: tiffanip@yellowhouse.us

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

74729 JOHN DEERE 60G Compact Excavator

Hours: 0
Stock Number: 74729

Code	Description	Qty
0071FF	JOHN DEERE 60G COMPACT EXCAVATOR	1
3125	400MM RUBBER TRACK	1
7120	6'1" (1.85M) LONG ARM	1
8185	CAB WITH HEATER & AIR CONDIT	1
9555	ANGLE BLADE	1
	John Deere Extended Warranty - 2000HR/60MONTH	

75283 CONNECT WORK TOOLS CH70

Equipment Notes:
Hours: 0
Stock Number: 75283

Code	Description	Qty
75283	CONNECT CH70H HAMMER WITH 50/60G BRACKET	1

76449 JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH - PXBU7KE001447

Equipment Notes:
Hours: 0
Stock Number: 76449

Code	Description	Qty
BYT10978	JOHN DEERE 18" HD BKT 3.6 CUFT TK TEETH	1
	Freight	1

Confidential

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

	FRT DISC	1

56451 JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F

Equipment Notes:
Hours: 0
Stock Number: 56451

Code	Description	Qty
AT460880G	JOHN DEERE 24" HVY DUTY 60G BUCKET 7.5 CU F	1

20918 JOHN DEERE 30" HVY DUTY BUCKET 10.0C

Equipment Notes:
Hours: 0
Stock Number: 20918

Code	Description	Qty
AT358514	JOHN DEERE 30" HVY DUTY BUCKET 10.0C	1
	Freight	1

71524 JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F

Equipment Notes:
Hours: 0
Stock Number: 71524

Code	Description	Qty
BYT10996	JOHN DEERE (50/60) 36" HVY DUTY BUCKET 12.5CU F	1

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Selling Equipment

Quote Id: 27617332 **Customer:** CITY OF MIDLAND

Freight	1
FRT DISC	1

Confidential

City Council Meeting

Item Number: 15

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TWENTY-SIX (26) CHEVROLET TAHOES FROM CALDWELL COUNTRY CHEVROLET, LLC, THROUGH BUYBOARD AT A TOTAL COST OF $1,949,046.00 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution authorizing the purchase of twenty-six (26) Police package Tahoes with upfitting from Caldwell Country Chevrolet, LLC through Buyboard contract 601-19 for the cost of $1,949,046.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY23 Garage Fund operating fund operating budget.

Discussion:

The Garage Division is requesting the purchase of twenty-six (26) Police package Tahoes with upfitting from Caldwell Country Chevrolet, LLC through Buyboard contract 601-19 for the cost of $1,949,046.00 for the Police Department. Staff recommends awarding the purchase to Caldwell Country Chevrolet, LLC through Buyboard. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for fiscal year 2023 for twenty-six (26) Police package Tahoes with upfitting is $2,345,935.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, and Seth Herman, Chief of Police, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of twenty-six (26) Police package Tahoes with upfitting from Caldwell Country Chevrolet, LLC of Caldwell, Texas through Buyboard contract 601-19 for the cost of $1,949,046.00.

Tina Dang

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board contract #601-19 for the purchase of Police Tahoe's

DATE: 11/28/22

Fleet services is requesting the purchase of a total of twenty-six (26) Police Tahoe's. Twenty-one (21) units will be replacements for units that have gone beyond their useful service life. Five (5) units will be new additions to the fleet for five new positions that will be filled. Budgeted amount for FY23 for twenty-six (26) Police Package Tahoe's is $2,345,935. The purchasing amount through Buy Board Contract #601-19 for twenty-six (26) Police Package Tahoe's is $1,949,046 from Caldwell Country.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TWENTY-SIX (26) CHEVROLET TAHOES FROM CALDWELL COUNTRY CHEVEROLET, LLC, THROUGH BUYBOARD AT A TOTAL COST OF $1,949,046.00

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, Caldwell Country Chevrolet, LLC, has submitted a total proposed cost to the City of $1,949,046.00 for the purchase and upfitting of twenty-six (26) Chevrolet Tahoes through Buyboard, as shown on the quotes attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Caldwell Country Chevrolet, LLC, through Buyboard for the purchase and upfitting of said Chevrolet Tahoes to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase and upfitting of said Chevrolet Tahoes from Caldwell Country Chevrolet, LLC, through Buyboard;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to provide for the purchase and upfitting of twenty-six (26) Chevrolet Tahoes from Caldwell Country Chevrolet, LLC, through Buyboard at a total cost of $1,949,046.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay $1,949,046.00 to Caldwell Country Chevrolet, LLC, for the purchase and upfitting of twenty-six (26) Chevrolet Tahoes from funds available in the FY23 Garage Fund operating budget upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland

Midland Police Department

Interoffice Memorandum

Date: **November 28, 2022**

To: **Robert Patrick, City Manager**

From: **Seth Herman, Chief of Police**

Subject: **Support Memorandum, Police Vehicle Purchase**

Periodic vehicle replacement is a necessity in order to ensure that a safe, working fleet capable of transporting personnel during their address of community protection efforts is in service. To this end, MPD requests the purchase of 26 equipped Chevrolet Tahoe SUV's to replace those vehicles currently in use that have exceeded their useful life expectancy and are no long deemed "operationally safe".

QUOTE# 00AA-CAPQ105238 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: CALDWELL COUNTRY
Contact Name: REGINA STEPHENSON JUDY LOPEZ	CALDWELL COUNTRY
Email: RSTEPHENSON@MIDLANDTEXAS.GOV JUDLOPEZ@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 432-685-0523	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 28, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$76,066

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(NO SPOTLIGHT), PPV-4X2, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, 40-XX-40 CLOTH SEATS, CARPET FLOOR W/MATS, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH PACKAGE, REAR VISION CAMERA, FIVE ALL IN ONE REMOTES, AUXILARY REAR COMPARTMENT GROUND STUDS, FRONT TOW HOOKS, EACH VEHICLE KEYED DIFFERENTLY (NOT ALIKE), FLASHER SYSTEM HEADLAMP AND TAIL LAMP DRL COMPATIBLE, GRILLE LAMP AND SIREN SPEAKER WIRING, HORN AND SIREN CIRCUIT WIRING, REAR WINDOW SWITCHES INOPERATIVE, REAR DOOR HANDLES AND LOCKS INOPERATIVE FROM INSIDE, DAYTIME RUNNING LIGHT DELETE, CONTENT	INCL			

	THEFT ALARM DISABLE, DOOR LOCKS SHALL NOT AUTOMATICALLY LOCK OR UNLOCK, DELIVERY TO INSTALLER, FRONT DOORS WHITE, LOGISTICS, DELIVERY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS M/A COM CH-721, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200R SWITCH PANEL REMOTE, 1-PIECE EQUIPMENT MOUNTING BRACKET, 4″ MOUNTING SPACE, FITS MISC. PANASONIC AG-CPD20, 2-MULTI-POSITION MICROPHONE HOLDER W/CLIP, 2-MAGTNETIC MIC KIT, 8.5″ HEAVY DUTY TELESCOPING POLE SIDE MOUNT SHORT HANDLE, 11″ SLIDE OUT LOCKING SWING ARM WITH MOTION ADAPTER, PP-2021-TAH-SFF SHORTY CENTER CONSOLE WITH FLIP FORWARD ARM REST, CHARGEGUARD SELECT CG-X, VALOR 51″ LIGHTBAR PACKATE WITH PATHFINDER SIREN AND SPEAKER, KIT HOOK PURSUIT, UNIVERSAL BRACKET ONLY (1) ES100C, DUAL RUMBLER WOOFER FOR USE WITH PATHFINDER SIREN, RUMBLER BRACKET KIT, (3) 24 -CHANNEL EXPANSION MODULE, 20′ OBDII INTERFACE CABLE, ON SCENE SYNC MODULE, 51″ VALOR RED/BLUE WARNING LIGHTS ALL 2-COLOR EXCEPT POSITIONS 15, 16, 25 AND 26, LOW HOOK MOUNT INCLUDES CHOICE OF HKB CONVERGENCE NETWORK COMPATIBLE FSJOIN, SIREN/LIGTH				

	CONTROLLER WITH 17-BUTTON CONTROLLER 100/200 W/OBDII INTEGRATION CAPABILITY INTEGRATED RUMBLER CAPABILITY AND INTEGRATED DUAL TONE CAPABILITY, SPEAKER DYNAMAX/ES100C 100W HIGH OUTPUT COMPACT CLASS A, 2-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE, WIRE TRIO W/OVERRIDE LC-PB LIGHT CHANNEL TAKEDOWN, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE PB145-DS SIDE 45 ALLEY, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE PB245-PS SIDE 45 ALLEY, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RB1 RUNNING BOARDS 3 EACH SIDE ALLEY, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RQGL1 REAR QTR GLASS DS LOW, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUTN 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RQGL2 REAR QTR GLASS-PS-LOW, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/BRAKE, WIRE WHITE OVERRIDE ON REVERSE AND SCENE,				

	S-SPOILER 2 WHITE ON REVERSE 2 RED ON BRAKES, PAIR OF SPOILER BRACKETS EACH BRACKET HOLDS (3) MPS6U LIGHTS, 3-KIT OF TWO 20-DEGREE RUBBER MOUNTING WEDGES EACH WEDGE MOUNTS (1) MPS6U LIGHT TO EACH SIDE MIRROR ARM, RB1-RUNNING BOARDS, 2-GENERIC L-BRACKET FOR (1) MPS6U LIGHT CARGO SIDE WINDOWS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE WIRE DUO RP1 -REAR PILLAR-DS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED WHITE WIRE DUO RB1 REAR BUMPER DS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE WIRE DUO RP2 -REAR PILLAR PS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE WIRE DUO RB1 REAR BUMPER PS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/RED LG1 LIFTGATE RECESSED IN TRIM BOTTOM LIP, 2 GROMMET KIT MOUNTS (2) 416300 SERIES IN BTOOM OF LIFTGATE PANEL FOR AUXILARY REAR WARNING WHEN LIFTGATE IS OPEN, PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS WITH HARDWARE VERTICAL LIGHT ORIENTATION EACH BRACKET HOLDS (1) MPS3U/MPS6U/MPS12U LIGHTS FITS MOST PUSH BUMPERS, 40 SERIES COMPARTMENT LIGHT 5.4" RED/WHITE, 12/24 VDC WITH TOUCH SWITCH				

	OVER CONSOLE, 400 SERIES COMPARTMENT LIGHT, 11.8″ RED/WHITE 12/24 VDC WITH TOUCH SWITCH LG3-LIFTGATE ON INSIDE, PIONEER+ DUAL COMBO 12V BLOK PB -FRONT CENTER, PIONEER DUAL SIDE MT BAIL BLK, PBX PUSH BUMPER, PBX OPTIONAL PIT BAR OFR USE W/PBX08, PBX OPTIONAL WING WRAP, PBX TWO LIGHT TOP CHANNEL FOR USE W/MPS6U LIGHTS, DUAL T-RAIL MOUNT, 2 UNIVERSAL XL, HANDCUFF KEY OVERRIDE FOR USE WHEN MOUNTING TO FREESTANDING BASES WIRE GUNLOCK TO SMART SIREN, POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT, PARTITION SPACE SAVER INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS, FULL REPLACEMENT TRANSPORT SEAT, TPO PLASTIC WITH CENTER PULL SEAT BELTS *INCLUDES REQUIRES 12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION, SEAT BELT RETRACTORS PRE-INSTALLED FOR USE WITHOUT 2ND ROW SEAT DELETE, DRIVER AND PASSENGER SIDE WINDOW SCREENS, DIAMOND-PUNCHED DESIGN, PP-TAH-2021-L3-1D-11-FB HIGH SECURITY ONE 11″ TALL DRAWER (PASSENGER SIDE) WITH FULL BACK WALL ON DRIVER SIDE -WILL NOT WORK WITH OTHER VENDOR REAR CARGO BARRIERS), PP-TAH-2021-3RD-L1-5X36-ELEC) 3RD DRAWER OPTION LOW SECURITY 20.5″ WIDE X 5″ X 36″ *CUSTOM				

	ELECTONICS DRAWER*, POWER DISTRIBUTION KIT, WIRING HARNESS, CUSTOM GRAPHICS, FRONT WINDOW TINT, TOTAL INSTALL INCLUDING CUSTOMER SUPPLIED HARRIS XL-200M SERIES MODEL#XZ-MPM1M, ANTENNA CUSTOM, ANTENNA CUSTOM, HAVIS DOCK, CRADLEPOINT IBR900-1200M-B, COAX				
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$76,066
Quantity Ordered	21
Subtotal E	$1,597,386
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: BLACK & WHITE (FRONT TWO DOORS)	N/C
H. Total Purchase Price (E+F)	$1,597,786

Estimated Delivery Date:	360 DAYS APPX

QUOTE# 00BB-CAPQ105749 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: CALDWELL COUNTRY
Contact Name: REGINA STEPHENSON JUDY LOPEZ	CALDWELL COUNTRY
Email: RSTEPHENSON@MIDLANDTEXAS.GOV JUDLOPEZ@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 432-685-0523	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 28, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$70,252

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(NO SPOTLIGHT), PPV-4X2, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, 40-XX-40 CLOTH SEATS, CARPET FLOOR W/MATS, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH PACKAGE, REAR VISION CAMERA, FIVE ALL IN ONE REMOTES, AUXILARY REAR COMPARTMENT GROUND STUDS, FRONT TOW HOOKS, EACH VEHICLE KEYED DIFFERENTLY (NOT ALIKE), FLASHER SYSTEM HEADLAMP AND TAIL LAMP DRL COMPATIBLE, GRILLE LAMP AND SIREN SPEAKER WIRING, HORN AND SIREN CIRCUIT WIRING, REAR WINDOW SWITCHES INOPERATIVE, REAR DOOR HANDLES AND LOCKS INOPERATIVE FROM INSIDE, DAYTIME RUNNING LIGHT DELETE, CONTENT	INCL			

	THEFT ALARM DISABLE, DOOR LOCKS SHALL NOT AUTOMATICALLY LOCK OR UNLOCK, DELIVERY TO INSTALLER, FRONT DOORS WHITE, LOGISTICS, DELIVERY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	CENTER CONSOLE W/FLIP FORWARD ARM REST, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS M/A -COM CH721, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200R SWITCH PANEL REMOTE, 2-MULTI POSITION MICROPHONE HOLDER W/CLIP, 2-MAGNETIC MIC KIT, (3) 24-CHANNEL EXPANSION MODULE, 20-FT OBDII INTERFACE CABLE, ON SCENE SYNC MODULE, UNIVERSAL BRACKET ONLY (1) ES100C, DUAL RUMBLER WOOFER FOR USE WITH PATHFINDER SIREN, RUMBLER BRACKET KIT, FRONT INTERIOR OFF AXIS TRIO BAR (DRIVER SIDE RED/BLUE/WHITE, PASSENGER SIDE RED/BLUE/WHITE), PF200S17B SIREN OBD, ES100C SPEAKER, USB-U, SIREN LIGHT CONTROLLER WITH 17-BUTTON CONTROLLER 100/200 W/OBDII INTEGRATION CAPABILITY INTEGRATED RUMBLER CAPABILITY AND INTEGRATED DUAL TONE CAPABILITY, SPECTRALUX ILS LOW PROFILE SIFM CENTERED FOCUSED STYLE, REAR HATCH/READ DECK/REAR WINDOW, SPECTRALUX 1LS LOW PROFILE SIFZ OFF-AXIS STYLE, SPEAKER	INCL			

	DYNAMAX/ES100C 100 W HIGH OUTPUT COMPACT CLASS A, 2-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18 LEDS RED/BLUE/WHITE, LC PB LIGHT CHANNEL TAKEDOWN/SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE DS-SIDE 45 ALLEY/SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE PB245-PS SIDE 45 ALLEY/SCENE, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RB1-RUNNING BOARDS ALLEY SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RQGL1 -REAR QTR GLASS DS LOW, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RQGL2 -REAR QTR GLASS-PS-LOW, 2-GENERIC L-BRACKET FOR (10 MPS6U LIGHT (CARGO SIDE WINDOWS), 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE, S-SPOILER 2 WHITE ON REVERSE 2 RED ON BREAKES, PAIR OF SPOILER BREACKETS EACH BRACKET HOLDS (3) MPS6U LIGHTS S-SPOILER, 3 KIT OF TWO 20-DEGREE RUBBER MOUNTING WEDGES EACH WEDGE MOUNTS (1) MPS6U LIGHT TO EACH SIDE MIRROR ARM MOUNTING LOCATION				

	RB1 RUNNING BOARDS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE RP1 REAR PILLAR DS, 2-FLUSH MOUNT DUAL COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE RB1 -REAR BUMPER DS BETWEEN REVERSE SENSORS, 2 FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE MOUNTING LOCATION RP2 -REAR PILLAR PS, 2-FLUSHMOUNT DUAL-COLOR LENS 12/24 VDC (6) LEDS BLUE/WHITE RB1-REAR BUMPER PS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/RED LG1-LIFTGATE RECESSED IN TRIM BOTTOM LIP, 2-GROMMET KIT MOUNTS (2) 416300 SERIES IN BOTTOM OF LIFTGATE PANEL FOR AUXILARY REAQR WARNING WHEN LIFTGATE IS OPEN, PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS W/HARDWARE VERTICAL LIGHT ORIENTATION EACH BRACKET HOLDS (1) MPS3U/MPS6U/MPS12U LIGHT, 400 SERIES COMPARTMENT LIGHT 5.4″ RED/WHITE 12/24 VDC WITH TOUCH SWITCH OVER CONSOLE, 400 SERIES COMPARTMENT LIGHT, 11.8″ RED/WHITE 12/24VDC WITH TOUCH SWITCH, LG3 LIFTGATE ON INSIDE, PIONEER+ DUAL COMBO 12V BLK PB-FRONT CENTER, PIONEER DUAL SIDE MT BAIL BLK, PBX PUSH BUMPER, PBX OPTIONAL WING WRAP, PBX TWO LIGHT TOP CHANNEL FOR USE W/MPS6U LIGHTS, PP-TAH-2021-IS-1D-11-FB HIGH SECURITY ONE 11″				

	TALL DRAWER (PASSENGER SIDES) WITH FULL BACK WALL ON DRIVER SIDE (WILL NOT WORK WITH OTHER VENDOR REAR CARGO BARRIERS), PP-TAH-2021- 3RD -L1-5X36 ELEC) 3RD DRAWER OPTION LOW SECURITY 20.5″ WIDE X 5″ X 36″ CUSTOM ELECTRONICS DRAWER, POWER DISTRIBUTION KIT, WIRING HARNESS, TOTAL INSTALL, CUSTOM GRAPHICS, FRONT WINDOW TINT, CUSTOMER SUPPLIED: 1-COAX, 1-CRADLEPOINT 1BR900-1200M-B, ANTENNA - CUSTOM, ANTENNA-CUSTOM, HARRIS M7300				
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$70,252
Quantity Ordered	5
Subtotal E	$351,260

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD (INCL W/PATROL)	INCL
G. Color of Vehicle: BLACK & WHITE (FRONT TWO DOORS)	N/C
H. Total Purchase Price (E+F)	$351,260

Estimated Delivery Date:	360 DAYS APPX

QUOTE# 00BB-CAPQ105749 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: CALDWELL COUNTRY
Contact Name: REGINA STEPHENSON JUDY LOPEZ	CALDWELL COUNTRY
Email: RSTEPHENSON@MIDLANDTEXAS.GOV JUDLOPEZ@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 432-685-0523	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 28, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$70,252

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(NO SPOTLIGHT), PPV-4X2, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, 40-XX-40 CLOTH SEATS, CARPET FLOOR W/MATS, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH PACKAGE, REAR VISION CAMERA, FIVE ALL IN ONE REMOTES, AUXILARY REAR COMPARTMENT GROUND STUDS, FRONT TOW HOOKS, EACH VEHICLE KEYED DIFFERENTLY (NOT ALIKE), FLASHER SYSTEM HEADLAMP AND TAIL LAMP DRL COMPATIBLE, GRILLE LAMP AND SIREN SPEAKER WIRING, HORN AND SIREN CIRCUIT WIRING, REAR WINDOW SWITCHES INOPERATIVE, REAR DOOR HANDLES AND LOCKS INOPERATIVE FROM INSIDE, DAYTIME RUNNING LIGHT DELETE, CONTENT	INCL			

	THEFT ALARM DISABLE, DOOR LOCKS SHALL NOT AUTOMATICALLY LOCK OR UNLOCK, DELIVERY TO INSTALLER, FRONT DOORS WHITE, LOGISTICS, DELIVERY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	CENTER CONSOLE W/FLIP FORWARD ARM REST, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS M/A -COM CH721, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200R SWITCH PANEL REMOTE, 2-MULTI POSITION MICROPHONE HOLDER W/CLIP, 2-MAGNETIC MIC KIT, (3) 24-CHANNEL EXPANSION MODULE, 20-FT OBDII INTERFACE CABLE, ON SCENE SYNC MODULE, UNIVERSAL BRACKET ONLY (1) ES100C, DUAL RUMBLER WOOFER FOR USE WITH PATHFINDER SIREN, RUMBLER BRACKET KIT, FRONT INTERIOR OFF AXIS TRIO BAR (DRIVER SIDE RED/BLUE/WHITE, PASSENGER SIDE RED/BLUE/WHITE), PF200S17B SIREN OBD, ES100C SPEAKER, USB-U, SIREN LIGHT CONTROLLER WITH 17-BUTTON CONTROLLER 100/200 W/OBDII INTEGRATION CAPABILITY INTEGRATED RUMBLER CAPABILITY AND INTEGRATED DUAL TONE CAPABILITY, SPECTRALUX ILS LOW PROFILE SIFM CENTERED FOCUSED STYLE, REAR HATCH/READ DECK/REAR WINDOW, SPECTRALUX 1LS LOW PROFILE SIFZ OFF-AXIS STYLE, SPEAKER	INCL			

	DYNAMAX/ES100C 100 W HIGH OUTPUT COMPACT CLASS A, 2-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18 LEDS RED/BLUE/WHITE, LC PB LIGHT CHANNEL TAKEDOWN/SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE DS-SIDE 45 ALLEY/SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE PB245-PS SIDE 45 ALLEY/SCENE, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RB1-RUNNING BOARDS ALLEY SCENE, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RQGL1 -REAR QTR GLASS DS LOW, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE RQGL2 -REAR QTR GLASS-PS-LOW, 2-GENERIC L-BRACKET FOR (10 MPS6U LIGHT (CARGO SIDE WINDOWS), 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE, S-SPOILER 2 WHITE ON REVERSE 2 RED ON BREAKES, PAIR OF SPOILER BREACKETS EACH BRACKET HOLDS (3) MPS6U LIGHTS S-SPOILER, 3 KIT OF TWO 20-DEGREE RUBBER MOUNTING WEDGES EACH WEDGE MOUNTS (1) MPS6U LIGHT TO EACH SIDE MIRROR ARM MOUNTING LOCATION				

	RB1 RUNNING BOARDS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE RP1 REAR PILLAR DS, 2-FLUSH MOUNT DUAL COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE RB1 -REAR BUMPER DS BETWEEN REVERSE SENSORS, 2 FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE MOUNTING LOCATION RP2 -REAR PILLAR PS, 2-FLUSHMOUNT DUAL-COLOR LENS 12/24 VDC (6) LEDS BLUE/WHITE RB1-REAR BUMPER PS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/RED LG1-LIFTGATE RECESSED IN TRIM BOTTOM LIP, 2-GROMMET KIT MOUNTS (2) 416300 SERIES IN BOTTOM OF LIFTGATE PANEL FOR AUXILARY REAQR WARNING WHEN LIFTGATE IS OPEN, PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS W/HARDWARE VERTICAL LIGHT ORIENTATION EACH BRACKET HOLDS (1) MPS3U/MPS6U/MPS12U LIGHT, 400 SERIES COMPARTMENT LIGHT 5.4″ RED/WHITE 12/24 VDC WITH TOUCH SWITCH OVER CONSOLE, 400 SERIES COMPARTMENT LIGHT, 11.8″ RED/WHITE 12/24VDC WITH TOUCH SWITCH, LG3 LIFTGATE ON INSIDE, PIONEER+ DUAL COMBO 12V BLK PB-FRONT CENTER, PIONEER DUAL SIDE MT BAIL BLK, PBX PUSH BUMPER, PBX OPTIONAL WING WRAP, PBX TWO LIGHT TOP CHANNEL FOR USE W/MPS6U LIGHTS, PP-TAH-2021-IS-1D-11-FB HIGH SECURITY ONE 11″				

	TALL DRAWER (PASSENGER SIDES) WITH FULL BACK WALL ON DRIVER SIDE (WILL NOT WORK WITH OTHER VENDOR REAR CARGO BARRIERS), PP-TAH-2021- 3RD -L1-5X36 ELEC) 3RD DRAWER OPTION LOW SECURITY 20.5″ WIDE X 5″ X 36″ CUSTOM ELECTRONICS DRAWER, POWER DISTRIBUTION KIT, WIRING HARNESS, TOTAL INSTALL, CUSTOM GRAPHICS, FRONT WINDOW TINT, CUSTOMER SUPPLIED: 1-COAX, 1-CRADLEPOINT 1BR900-1200M-B, ANTENNA - CUSTOM, ANTENNA-CUSTOM, HARRIS M7300				
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B	INCL
C Unpublished Options	

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$70,252
Quantity Ordered	5
Subtotal E	$351,260
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD (INCL W/PATROL)	INCL
G. Color of Vehicle: BLACK & WHITE (FRONT TWO DOORS)	N/C
H. Total Purchase Price (E+F)	$351,260

Estimated Delivery Date:	360 DAYS APPX

QUOTE# 00AA-CAPQ105238 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: CALDWELL COUNTRY
Contact Name: REGINA STEPHENSON JUDY LOPEZ	CALDWELL COUNTRY
Email: RSTEPHENSON@MIDLANDTEXAS.GOV JUDLOPEZ@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 432-685-0523	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 28, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$76,066

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(NO SPOTLIGHT), PPV-4X2, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, 40-XX-40 CLOTH SEATS, CARPET FLOOR W/MATS, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH PACKAGE, REAR VISION CAMERA, FIVE ALL IN ONE REMOTES, AUXILARY REAR COMPARTMENT GROUND STUDS, FRONT TOW HOOKS, EACH VEHICLE KEYED DIFFERENTLY (NOT ALIKE), FLASHER SYSTEM HEADLAMP AND TAIL LAMP DRL COMPATIBLE, GRILLE LAMP AND SIREN SPEAKER WIRING, HORN AND SIREN CIRCUIT WIRING, REAR WINDOW SWITCHES INOPERATIVE, REAR DOOR HANDLES AND LOCKS INOPERATIVE FROM INSIDE, DAYTIME RUNNING LIGHT DELETE, CONTENT	INCL			

	THEFT ALARM DISABLE, DOOR LOCKS SHALL NOT AUTOMATICALLY LOCK OR UNLOCK, DELIVERY TO INSTALLER, FRONT DOORS WHITE, LOGISTICS, DELIVERY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS M/A COM CH-721, 1-PIECE EQUIPMENT MOUNTING BRACKET, 3″ MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200R SWITCH PANEL REMOTE, 1-PIECE EQUIPMENT MOUNTING BRACKET, 4″ MOUNTING SPACE, FITS MISC. PANASONIC AG-CPD20, 2-MULTI-POSITION MICROPHONE HOLDER W/CLIP, 2-MAGTNETIC MIC KIT, 8.5″ HEAVY DUTY TELESCOPING POLE SIDE MOUNT SHORT HANDLE, 11″ SLIDE OUT LOCKING SWING ARM WITH MOTION ADAPTER, PP-2021-TAH-SFF SHORTY CENTER CONSOLE WITH FLIP FORWARD ARM REST, CHARGEGUARD SELECT CG-X, VALOR 51″ LIGHTBAR PACKATE WITH PATHFINDER SIREN AND SPEAKER, KIT HOOK PURSUIT, UNIVERSAL BRACKET ONLY (1) ES100C, DUAL RUMBLER WOOFER FOR USE WITH PATHFINDER SIREN, RUMBLER BRACKET KIT, (3) 24 -CHANNEL EXPANSION MODULE, 20′ OBDII INTERFACE CABLE, ON SCENE SYNC MODULE, 51″ VALOR RED/BLUE WARNING LIGHTS ALL 2-COLOR EXCEPT POSITIONS 15, 16, 25 AND 26, LOW HOOK MOUNT INCLUDES CHOICE OF HKB CONVERGENCE NETWORK COMPATIBLE FSJOIN, SIREN/LIGTH				

	CONTROLLER WITH 17-BUTTON CONTROLLER 100/200 W/OBDII INTEGRATION CAPABILITY INTEGRATED RUMBLER CAPABILITY AND INTEGRATED DUAL TONE CAPABILITY, SPEAKER DYNAMAX/ES100C 100W HIGH OUTPUT COMPACT CLASS A, 2-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE, WIRE TRIO W/OVERRIDE LC-PB LIGHT CHANNEL TAKEDOWN, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE PB145-DS SIDE 45 ALLEY, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE PB245-PS SIDE 45 ALLEY, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RB1 RUNNING BOARDS 3 EACH SIDE ALLEY, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RQGL1 REAR QTR GLASS DS LOW, MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUTN 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/OVERRIDE RQGL2 REAR QTR GLASS-PS-LOW, 6-MICROPULSE ULTRA 6 TRI-COLOR CLEAR LENS SURFACE MOUNT 12/24 VDC (18) LEDS RED/BLUE/WHITE WIRE TRIO W/BRAKE, WIRE WHITE OVERRIDE ON REVERSE AND SCENE,				

	S-SPOILER 2 WHITE ON REVERSE 2 RED ON BRAKES, PAIR OF SPOILER BRACKETS EACH BRACKET HOLDS (3) MPS6U LIGHTS, 3-KIT OF TWO 20-DEGREE RUBBER MOUNTING WEDGES EACH WEDGE MOUNTS (1) MPS6U LIGHT TO EACH SIDE MIRROR ARM, RB1-RUNNING BOARDS, 2-GENERIC L-BRACKET FOR (1) MPS6U LIGHT CARGO SIDE WINDOWS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED/WHITE WIRE DUO RP1 -REAR PILLAR-DS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS RED WHITE WIRE DUO RB1 REAR BUMPER DS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE WIRE DUO RP2 -REAR PILLAR PS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/WHITE WIRE DUO RB1 REAR BUMPER PS BETWEEN REVERSE SENSORS, 2-FLUSH MOUNT DUAL-COLOR CLEAR LENS 12/24 VDC (6) LEDS BLUE/RED LG1 LIFTGATE RECESSED IN TRIM BOTTOM LIP, 2 GROMMET KIT MOUNTS (2) 416300 SERIES IN BTOOM OF LIFTGATE PANEL FOR AUXILARY REAR WARNING WHEN LIFTGATE IS OPEN, PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS WITH HARDWARE VERTICAL LIGHT ORIENTATION EACH BRACKET HOLDS (1) MPS3U/MPS6U/MPS12U LIGHTS FITS MOST PUSH BUMPERS, 40 SERIES COMPARTMENT LIGHT 5.4" RED/WHITE, 12/24 VDC WITH TOUCH SWITCH				

	OVER CONSOLE, 400 SERIES COMPARTMENT LIGHT, 11.8″ RED/WHITE 12/24 VDC WITH TOUCH SWITCH LG3-LIFTGATE ON INSIDE, PIONEER+ DUAL COMBO 12V BLOK PB -FRONT CENTER, PIONEER DUAL SIDE MT BAIL BLK, PBX PUSH BUMPER, PBX OPTIONAL PIT BAR OFR USE W/PBX08, PBX OPTIONAL WING WRAP, PBX TWO LIGHT TOP CHANNEL FOR USE W/MPS6U LIGHTS, DUAL T-RAIL MOUNT, 2 UNIVERSAL XL, HANDCUFF KEY OVERRIDE FOR USE WHEN MOUNTING TO FREESTANDING BASES WIRE GUNLOCK TO SMART SIREN, POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT, PARTITION SPACE SAVER INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS, FULL REPLACEMENT TRANSPORT SEAT, TPO PLASTIC WITH CENTER PULL SEAT BELTS *INCLUDES REQUIRES 12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION, SEAT BELT RETRACTORS PRE-INSTALLED FOR USE WITHOUT 2ND ROW SEAT DELETE, DRIVER AND PASSENGER SIDE WINDOW SCREENS, DIAMOND-PUNCHED DESIGN, PP-TAH-2021-L3-1D-11-FB HIGH SECURITY ONE 11″ TALL DRAWER (PASSENGER SIDE) WITH FULL BACK WALL ON DRIVER SIDE -WILL NOT WORK WITH OTHER VENDOR REAR CARGO BARRIERS), PP-TAH-2021-3RD-L1-5X36-ELEC) 3RD DRAWER OPTION LOW SECURITY 20.5″ WIDE X 5″ X 36″ *CUSTOM				

	ELECTONICS DRAWER*, POWER DISTRIBUTION KIT, WIRING HARNESS, CUSTOM GRAPHICS, FRONT WINDOW TINT, TOTAL INSTALL INCLUDING CUSTOMER SUPPLIED HARRIS XL-200M SERIES MODEL#XZ-MPM1M, ANTENNA CUSTOM, ANTENNA CUSTOM, HAVIS DOCK, CRADLEPOINT IBR900-1200M-B, COAX				
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$76,066
Quantity Ordered	21
Subtotal E	$1,597,386
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: BLACK & WHITE (FRONT TWO DOORS)	N/C
H. Total Purchase Price (E+F)	$1,597,786

Estimated Delivery Date:	360 DAYS APPX

City Council Meeting

Item Number: 16

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN ANDROS FX ROBOT AND ASSOCIATED COMPONENTS FROM REMOTEC, INC., FOR A TOTAL COST OF $322,159.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution authorizing the sole source purchase of one (1) Andros robot with attachments from Remotec, Inc. dba Peraton for a total cost of $322,159.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $260,000.00 is available in the State Seizure Fund and will be appropriated for said purpose and $62,159.00 is available in the Police Technology Fund and will be appropriated for said purpose.

Discussion:

Staff recommends authorizing the sole source purchase of one (1) Andros robot with attachments from Remotec, Inc dba Peraton for the Communication and Information Systems Department. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Seth Herman, Police Chief, for further information.

Therefore, please consider a resolution authorizing the sole source purchase of one (1) Andros

robot with attachments from Remotec, Inc. dba Peraton for a total cost of $322,159.00.

Tina Jaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN ANDROS FX ROBOT AND ASSOCIATED COMPONENTS FROM REMOTEC, INC., FOR A TOTAL COST OF $322,159.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE

WHEREAS, the City of Midland Police Department is in need of an Andros FX Robot and associated components, which are only available for purchase through a sole-source provider; and

WHEREAS, the sole-source provider of said armored response vehicle, Remotec, Inc., submitted a total quote of $322,159.00 as shown on the document attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the Andros FX Robot and its associated components is available only from Remotec, Inc.; and

WHEREAS, the City Council finds the price proposed for the Andros FX Robot and its associated components to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of an Andros FX Robot from Remotec, 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 an Andros FX Robot from Remotec, Inc., for a total cost of $322,159.00.

SECTION TWO. That the amount of $260,000.00 in the State Seizure Fund and $62,159.00 in the Police Technology Fund shall be appropriated to a project for the purpose described herein

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Remotec, Inc., $322,159.00 from funds available in the project established in Section 2 upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland

Midland Police Department

Interoffice Memorandum

Date: **December 2, 2022**

To: **Robert Patrick, City Manager**

From: **Seth Herman, Chief of Police**

Subject: **EOD Robot Purchase**

To effectively address hazardous explosive devices and barricaded / armed subjects, the use of a dedicated unmanned vehicle (robot) is paramount to ensuring the safety of both police personnel and the civilian populace. The vehicle currently maintained by MPD's Explosive Ordinance Disposal Unit (EOD) has been in service for 18 years, mechanical issues derived from prescribed use having rendered the equipment ineffective and a liability, replacement having been identified as "critical". Efforts at obtaining law enforcement grant funding have yielded negative results, requiring the allocation of funds from existing state seizure and corporate donations accounts to accommodate the purchase of one Peraton / REMOTEC Andros FX Explosive Ordinance Disposal Vehicle at a total cost of $322,159.

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

Nov 28, 2022

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the Andros F6B, FX Robot, HD-SEL, Spartan and Titus robotic system, Kinova Arm (US distributor) and all Upgrades and accessories.

The Remotec ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1130.

Sincerely,

Eric Key
Technical Sales Manager
Remotec, Inc
Office: 865-269-1130
Mobile: 865-318-3594

Peraton | REMOTEC

Print Date: 9/27/2022

REV: U

QUOTE **Domestic**

REMOTEC Reference No.

FROM:

Peraton, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Eric Key eric.key@peraton.com
Phone: (865) 318-3594
Fax: (865) 483-1426
Midland Police Department
Brian Rackow brackow@midlandtexas.gov

TO: 601 N. Loraine ST
Midland , TX 79701
Phone: 432-230-7568
Fax: 432-685-7885

Date: 9/27/2022

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 240 days after acceptance of order)

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS FX Vehicle Assembly Includes: - Position Feedback with Presets, Manipulator Rewind and Fly the Gripper - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter for legacy accessories) - Vehicle Battery Pack - Lead Acid - Tool Kit	2470-0100	1	$ 250,034	$ 250,034
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	Vehicle Battery Charger Assembly (Included in Item 1)	2470-0150-X	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	

CONTROL SYSTEM OPTIONS

1. Requires item 2 plus at least on Power Option (Item 3 or 4)

2. System requires OCU, Power Option, plus at least one Data Link for operation

2	Operator Control Unit Includes:				
	- CPU Module	2470-8175		$ 8,677	$ -
	- Breakout Box (includes DC power cable)	2470-8160		$ 10,527	$ -

Must choose at least one

3	Option 1 (DC power only) includes:			$ 1,019	$ -
	- 12 volt battery	E3600-8106			
	- 12 volt battery charger (must specify plug type if outside US)	CHGR-019			
4	Option 2 (AC power only) includes:	2470-8200-1		$ 2,496	$ -
	- AC Power Box				
	- DC Adapter Cable				
	- AC Cord (must specify plug type in outside the US)				
5	Option 3 Portable OCU Conversion Kit includes:	2471-8700		$ 9,148	$ -
	The pelican case mod for packaging of OCU items into a portable configuration 2 BB2590 batteries	BATTERY-BB2590			
	2 single BB2590 chargers	CHGR-032			
6	Operator Control Unit Includes:	2470-8900-X	1	$ 15,392	$ 15,392
	- Ruggedized Laptop with Touchscreen				
	- Docking Station				
	-1 BB2590 Battery	BATTERY-BR-BB2590			
	-Pelican Case				
7	Andros Controller (Remotec Xbox)	2470-8080		$ 3,028	$ -
8	Andros Switchbox	2463-8150		$ 9,000	$ -
	DATA LINK OPTIONS				
9	Radio Control Assembly (Includes case) (Requires frequencies prior to production)	2470-8440-X	1	$ 47,861	$ 47,861
	Case for Radio	CASE-024			
10	Fiber Optic Cable Reel Assembly (2000 ft.) (Includes case)	2470-8360		$ 21,518	$ -
	- Case for Fiber	CASE-006			
11	Spare Spool of Fiber Optic Cable (2000 ft.)	D7040-8325		$ 1,536	$ -
	AUDIO/VIDEO OPTIONS				
12	Camera Pan/Tilt Assembly (Can Be Used On Arr	2470-5000		$ 14,730	$ -
13	Camera Sighting Kit Assembly	2470-3825	1	$ 901	$ 901
14	Laser Assembly	2470-3820	2	$ 345	$ 690
15	Laser Filter Assembly	C7055-3830	1	$ 885	$ 885
16	Gripper Held Search Camera	B3875-5130		$ 2,332	$ -
17	Thermal Imager Kit	2470-5070		$ 6,865	$ -
18	High Intensity Light Assembly (includes battery & charger)	2470-3845		$ 1,585	$ -
19	24" Touch LED Monitor	MONITOR-15		$ 1,103	$ -
	Sensor Mounts				
20	Neya Sensor Box	MODULE-SENSE-001		$ 17,623	$ -
21	CBRN Mount Assy with Interface Cable Assy	2470-3855		$ 1,301	$ -
22	Canberra Sensor Mounting Kit	2470-6210		$ 1,348	$ -
23	FIDO Sensor Mounting Kit	2470-6220		$ 1,025	$ -
24	First Defender Sensor Mounting Kit	2470-6230		$ 1,025	$ -
25	MultiRae Pro Sensor Mounting Kit	2470-6250		$ 1,025	$ -
26	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807		$ 1,760	$ -
27	JCAD Mount	2470-6240		$ 1,569	$ -
28	Contamination Smear Assembly (For swab sampling)	C7045-7600		$ 1,102	$ -
	TOOLS				
29	Receiver Grip Assy. (Gripper Block)	B2461-5850		$ 239	$ -
30	Dual Pan Disrupter Mount Assembly	2470-5220	1	$ 1,136	$ 1,136

31	PAN Disrupter	DISRUPTER-003**		$ 3,843	$ -
32	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		$ 6,567	$ -
33	PAN Disrupter, T3, Titanium	DISRUPTER-005**		$ 5,040	$ -
34	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		$ 3,945	$ -
35	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		$ 1,911	$ -
36	Shock Tube Initiator, Two Channel	INIT-2CH-FX		$ 2,237	$ -
37	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	$ 3,175	$ 3,175
38	37mm and 40 mm Breacher Mount Assembly	E7055-6090		$ 3,604	$ -
39	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		$ 5,735	$ -
40	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		$ 5,483	$ -
41	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		$ 4,516	$ -
42	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		$ 4,654	$ -
43	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		$ 3,201	$ -
44	Electric Breach T3 Disrupter	BREACH-ELECT-T3		$ 3,534	$ -
45	Picatinny Rail Claw Assembly	D7045-2726		$ 1,728	$ -
46	Picatinny Rail Cable Cutter Assembly	C7040-7030		$ 473	$ -
47	Circular Saw Assembly (Battery included)	7057-7070-1		$ 2,014	$ -
48	Reciprocating Saw Assembly (Battery included)	7057-7080-1		$ 2,014	$ -
49	Drill Assembly (Battery included)	7057-7040-1		$ 2,332	$ -
50	Charge Dropper	2470-3830		$ 958	$ -
51	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		$ 8,437	$ -
52	Ideal Mini Gander	MINIGANDER		$ 7,203	$ -
53	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk	2470-7500 POWERHAWK-003 CASE-024		$ 35,722	$ -
54	Drawbar Package (Does NOT include receiver hi	7181-7590		$ 827	$ -
55	Water Disrupter Deployer Kit	C2461-7585		$ 2,067	$ -
56	Receiver Hitch Kit	2470-7580		$ 279	$ -
57	Kinova Remote Robotic Manipulator	KRX52		$ 61,427	$ -
58	Kinova Integration Kit	2461-2500		$ 3,480	$ -
	MAINTENANCE				
59	Spare Parts Kit (per robot)	2470-0164		$ 26,500	$ -
60	Spare Battery Pack Drawer Assembly - *Lead Acid Only	2470-1650	1	$ 2,085	$ 2,085
61	FX Arm and Chassis Service Kit	2470-0153		$ 1,230	$ -
62	Second Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
63	Third Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
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66	Sixth Year Extended Warranty Contract	MAINTENANCE-003		$ 8,025	$ -
67	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		$ 27,945	$ -
	Subtotal				**$ 322,159**
	Subtotal (Total From Misc. Items) (See attachment if greater than 0)				**$ -**
NG & FREIGHT					
68	Customer Pick-up		1		

69	Packaging in Reusable Shipping Crate	CRATE-006		$ 1,590	$ -
70	Ship Items	FREIGHT			$ -
	Shipping & Handling Subtotal				**$ -**
	Other charges/discounts				**$ -**
	TOTAL Sale Price				**$ 322,159**

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these
2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

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The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

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The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

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Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurancesatisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on USaccounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of $50.00 per month per vehicle, or $50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than $1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States (“U.S.”) to any non-U.S. person, country, government, orentity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party’s written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

Peraton | REMOTEC

Print Date: 9/27/2022

REV: U

QUOTE **Domestic**

FROM:

Peraton, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Eric Key eric.key@peraton.com
Phone: (865) 318-3594
Fax: (865) 483-1426
Midland Police Department
Brian Rackow brackow@midlandtexas.gov

TO: 601 N. Loraine ST
Midland , TX 79701

Phone: 432-230-7568
Fax: 432-685-7885

REMOTEC Reference No.

Date: 9/27/2022

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 240 days after acceptance of order)

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS FX Vehicle Assembly Includes: - Position Feedback with Presets, Manipulator Rewind and Fly the Gripper - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter for legacy accessories) - Vehicle Battery Pack - Lead Acid - Tool Kit	2470-0100	1	$ 250,034	$ 250,034
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	Vehicle Battery Charger Assembly (Included in Item 1)	2470-0150-X	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	

CONTROL SYSTEM OPTIONS

1. Requires item 2 plus at least on Power Option (Item 3 or 4)

2. System requires OCU, Power Option, plus at least one Data Link for operation

2	Operator Control Unit Includes:				
	- CPU Module	2470-8175		$ 8,677	$ -
	- Breakout Box (includes DC power cable)	2470-8160		$ 10,527	$ -

Must choose at least one

3	Option 1 (DC power only) includes:			$ 1,019	$ -
	- 12 volt battery	E3600-8106			
	- 12 volt battery charger (must specify plug type if outside US)	CHGR-019			
4	Option 2 (AC power only) includes:	2470-8200-1		$ 2,496	$ -
	- AC Power Box				
	- DC Adapter Cable				
	- AC Cord (must specify plug type in outside the US)				
5	Option 3 Portable OCU Conversion Kit includes:	2471-8700		$ 9,148	$ -
	The pelican case mod for packaging of OCU items into a portable configuration 2 BB2590 batteries	BATTERY-BB2590			
	2 single BB2590 chargers	CHGR-032			
6	Operator Control Unit Includes:	2470-8900-X	1	$ 15,392	$ 15,392
	- Ruggedized Laptop with Touchscreen				
	- Docking Station				
	-1 BB2590 Battery	BATTERY-BR-BB2590			
	-Pelican Case				
7	Andros Controller (Remotec Xbox)	2470-8080		$ 3,028	$ -
8	Andros Switchbox	2463-8150		$ 9,000	$ -
	DATA LINK OPTIONS				
9	Radio Control Assembly (Includes case) (Requires frequencies prior to production)	2470-8440-X	1	$ 47,861	$ 47,861
	Case for Radio	CASE-024			
10	Fiber Optic Cable Reel Assembly (2000 ft.) (Includes case)	2470-8360		$ 21,518	$ -
	- Case for Fiber	CASE-006			
11	Spare Spool of Fiber Optic Cable (2000 ft.)	D7040-8325		$ 1,536	$ -
	AUDIO/VIDEO OPTIONS				
12	Camera Pan/Tilt Assembly (Can Be Used On Arr	2470-5000		$ 14,730	$ -
13	Camera Sighting Kit Assembly	2470-3825	1	$ 901	$ 901
14	Laser Assembly	2470-3820	2	$ 345	$ 690
15	Laser Filter Assembly	C7055-3830	1	$ 885	$ 885
16	Gripper Held Search Camera	B3875-5130		$ 2,332	$ -
17	Thermal Imager Kit	2470-5070		$ 6,865	$ -
18	High Intensity Light Assembly (includes battery & charger)	2470-3845		$ 1,585	$ -
19	24" Touch LED Monitor	MONITOR-15		$ 1,103	$ -
	Sensor Mounts				
20	Neya Sensor Box	MODULE-SENSE-001		$ 17,623	$ -
21	CBRN Mount Assy with Interface Cable Assy	2470-3855		$ 1,301	$ -
22	Canberra Sensor Mounting Kit	2470-6210		$ 1,348	$ -
23	FIDO Sensor Mounting Kit	2470-6220		$ 1,025	$ -
24	First Defender Sensor Mounting Kit	2470-6230		$ 1,025	$ -
25	MultiRae Pro Sensor Mounting Kit	2470-6250		$ 1,025	$ -
26	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807		$ 1,760	$ -
27	JCAD Mount	2470-6240		$ 1,569	$ -
28	Contamination Smear Assembly (For swab sampling)	C7045-7600		$ 1,102	$ -
	TOOLS				
29	Receiver Grip Assy. (Gripper Block)	B2461-5850		$ 239	$ -
30	Dual Pan Disrupter Mount Assembly	2470-5220	1	$ 1,136	$ 1,136

31	PAN Disrupter	DISRUPTER-003**		$ 3,843	$ -
32	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		$ 6,567	$ -
33	PAN Disrupter, T3, Titanium	DISRUPTER-005**		$ 5,040	$ -
34	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		$ 3,945	$ -
35	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		$ 1,911	$ -
36	Shock Tube Initiator, Two Channel	INIT-2CH-FX		$ 2,237	$ -
37	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	$ 3,175	$ 3,175
38	37mm and 40 mm Breacher Mount Assembly	E7055-6090		$ 3,604	$ -
39	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		$ 5,735	$ -
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	Subtotal (Total From Misc. Items) (See attachment if greater than 0)				**$ -**
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68	Customer Pick-up		1		

69	Packaging in Reusable Shipping Crate	CRATE-006		$ 1,590	$ -
70	Ship Items	FREIGHT			$ -
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Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurancesatisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on USaccounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of $50.00 per month per vehicle, or $50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than $1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. RESERVED

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States (“U.S.”) to any non-U.S. person, country, government, orentity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party’s written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

City Council Meeting

Item Number: 17

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE, INSTALLATION, AND SERVICING OF A MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $16,652,921.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; APPROVING $935,000.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution approving the purchase of a Motorola ASTRO P25 interoperable radio system from Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4101 for a cost of $16,652,921.00 plus $935,000.00 in contingencies for project related costs for a project cost of $17,587,921.00.

Recommended City Council Action:

Deny

Fiscal Impact:

Funding is available in the ARPA Grant of $11,000,000.00 and will be appropriated to a project for said purpose. Funding is available in the General Fund unappropriated fund balance of $6,587,921.00 and will be transferred and appropriated to a project for said purpose.

Discussion:

Staff is recommending the purchase of a Motorola ASTRO P25 interoperable radio system from Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR) contract

DIR-TSO-4101. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution authorizing the purchase of a Motorola ASTRO P25 interoperable radio system from Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4101 for a cost of $16,652,921.00 plus $935,000.00 in contingencies for project related costs for a project cost of $17,587,921.00; and appropriating funds therefore.

Tina Jaug

City Manager's Office

City Council Agenda Item

DATE: **November 29, 2022**

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of a Motorola ASTRO P25 interoperable radio system for $16,652,921 from Motorola Solutions, Inc. via DIR-TSO-4101.

Purpose:
Consider a resolution approving the purchase of a Motorola ASTRO P25 interoperable radio system for $16,652,921 from Motorola Solutions, Inc. via DIR-TSO-4101.

Discussion:

At the February Council retreat the Council authorized the department to move forward with investigating the move to a Motorola system. This was to improve interoperable radio communications within the region.

We conducted a needs assessment with the City users and teams and with subscriber agencies who use the current Harris system. Those agencies included MISD, Midland Memorial Hospital and Midland College. We also met with the various volunteer Fire agencies in the region. Coinciding with the user needs assessments, a technical committee from Midland County, City of Odessa and City of Midland was formed. The purpose of the committee was to find the best way to integrate a future Motorola system with the current regional systems as well as resiliency for operational continuity in the event of a system failure.

The result of these work sessions was the proposed Motorola ASTRO P25 system. The system includes 4-Sites, 11 Simulcast TDMA Channels with Geo-Redundant Prime Sites, Ten (10) Dispatch Consoles, and 1,186 Subscriber radios, Intelligent Middle-Ware Server for location services for our APX subscribers, Dynamic System Resilience between Midland County and City of Odessa, as well as implementation services. The system provides digital roaming capabilities between Midland County and the City of Odessa. This allows Midland and Odessa employees to seamlessly roam, audit channels and communicate as needed onto the various systems.

The proposal was reviewed by the City of Midland team as well as a renowned third-party expert, Trott Communications. Trott served as an unbiased system subject matter expert who reviewed the needs assessment plan and verified the Motorola system technology and services presented were compatible and favorable to the City. Further they assisted in the final contract negotiation.

The total cost of the system and services is $16,652,921 to Motorola Solutions, Inc. I would like to request a five percent project contingency of $935,000. The total cost for the radio system and implementation with project contingency is $17,587,921.

Annual system maintenance costs are as follows and will be budgeted in the Technology Fund.

9.2 Service Out Years Pricing

Ongoing Support and Licensing Costs	Maintenance and Lifecycle	AXS Console S/W Licensing	Radio Mangement S/W Licensing	Command Central Aware - Yearly Subscription	Total	(Optional) Managed Detection and Response
Year 2	$ 439,802	$ 31,150	$ 37,952	$ -	**$ 508,904**	$ 35,389
Year 3	$ 462,393	$ 31,500	$ 37,952	$ 28,375	**$ 560,220**	$ 36,804
Year 4	$ 486,224	$ 31,850	$ 37,952	$ 28,375	**$ 584,401**	$ 38,276
Year 5	$ 511,379	$ 32,200	$ 37,952	$ 28,375	**$ 609,906**	$ 39,807
Year 6	$ 538,634	$ 32,550	$ 39,470	$ 28,375	**$ 639,029**	$ 41,798
Year 7	$ 567,510	$ 32,900	$ 41,049	$ 28,375	**$ 669,834**	$ 43,888
Year 8	$ 598,127	$ 33,250	$ 42,691	$ 28,375	**$ 702,443**	$ 46,082
Year 9	$ 630,577	$ 33,600	$ 44,398	$ 28,375	**$ 736,950**	$ 48,386
Year 10	$ 664,998	$ 33,950	$ 46,175	$ 28,375	**$ 773,498**	$ 50,805

Another $329,865 will need to be allocated for implementation oversight and project management services from Trott Communications and GTS Technology Services. These will be separate purchases to these companies, but will fund from the same overall project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE, INSTALLATION, AND SERVICING OF A MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $16,652,921.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; APPROVING $935,000.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, Motorola Solutions, Inc., has agreed to provide and install a Motorola ASTRO P25 Interoperable Radio System at a cost of $16,652,921.00; and

WHEREAS, the City Council finds the price proposed for the purchase and installation of a Motorola ASTRO P25 Interoperable Radio System through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Motorola Solutions, Inc., for the purchase, installation, and servicing of a Motorola ASTRO P25 Interoperable Radio System through the DIR; and

WHEREAS, the City Council finds it to be in the public interest to approve $935,000.00 for contingencies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Motorola Solutions, Inc, for the amount of $16,652,921.00. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $935,000.00 for contingencies is hereby approved

for said contract.

SECTION THREE. Funding is available in the ARPA Grant of $11,000,000.00 and will be appropriated to a project for said purpose. Funding is available in the General Fund unappropriated fund balance of $6,587,921.00 and will be transferred and appropriated to a project for said purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Motorola Solutions, Inc., from funds available in the project for said purpose upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND
SERVICE CONTRACT
#23001565

THIS CONTRACT, effective this 14th day of December 2022, by and between the City of Midland, hereinafter referred to as the "CITY" and Motorola Solutions, Inc., hereinafter referred to as the "COMPANY".

Projected Cost: $16,652,921.00

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, Specifications, Exhibit “A” and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. 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 term of this Contract shall commence on December 14, 2022 and continue as described in Exhibit "A". Following the completion of the ten (10) years of maintenance and service as described in Exhibit "A", this Contract shall auto-renew annually as described in Exhibit "A" unless CITY or COMPANY notifies the other in writing of its intention to discontinue this Contract.

7. Prices for the extension of this Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of this 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. 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.

10. 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: Motorola Solutions, Inc.
415 E Exchange Pkwy
Allen, TX 75002

The above addresses may be changed at any time by providing written notice to the other party.

11. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this 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.

12. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

13. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

14. 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.

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. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN**

THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

17. **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 of such damages, duly verified. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of

COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

18. **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.

19. **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.

20. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of

the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

21. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to this 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 this 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.

22. **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 system acceptance or beneficial use, whichever occurs first. CITY shall give notice of observed defects with reasonable promptness.

23. **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.

24. **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 policy 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 $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 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 include CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of this 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.

25. **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.

26. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively,

the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

27. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to this Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of this Contract, either: (a) provide at no cost to CITY all contracting information related to this Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to CITY.

28. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that this contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

29. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of the DIR-TSO-4101 Contract.

30. To the extent is applicable to the services rendered, Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY: Motorola Solutions, Inc.

By: _____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of Motorola Solutions, 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 _____, 2022.

_____

Notary Public, State of _____

Motorola Solutions, Inc.
415 E Exchange Pkwy
Allen, TX 75002

November 16, 2022

Jennifer Frescaz
Chief Information Officer
City of Midland
601 N. Loraine
Midland, TX 79702

Subject: City of Midland Dispatch and P25 Simulcast System

Dear Jennifer Frescaz:

Motorola Solutions, Inc. (“Motorola Solutions”) is pleased to have the opportunity to provide the City of Midland, TX with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the purchase of a Motorola ASTRO P25 4-Site, 11 Channel Simulcast TDMA radio system with Geo-Redundant Prime Sites, Ten (10) Dispatch Consoles, and 1,186 Subscriber radios, Intelligent Middle-Ware Server for location services for our APX subscribers, Dynamic System Resilience between Midland County and City of Odessa, as well as implementation services. The purchase price for this solution is $16,652,921.00.

This proposal is subject to the terms, conditions, and pricing of the Texas DIR-TSO-4101 Contract, and remains valid for a period of 60 days from the date of this cover letter. Pursuant to DIR-TSO-4101 Contract, Appendix A - Section 8. H., Customer and Motorola agree that this proposal represents the purchase order required for contract performance or for subsequent years of service and indicates that sufficient funds have been appropriated in accordance with applicable law for this system purchase with 10 years of lifecycle services order. Customer and Motorola also agree that no further purchase orders will be required for billing of future services. This proposal may be accepted by signing this proposal in Section 8 Contractual Documentation. Alternatively, Motorola Solutions would be pleased to address any concerns City of Midland may have regarding this proposal.

We thank you for the opportunity to furnish the City of Midland, TX with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

Neil Thomas
Regional Vice President

City Council Meeting

Item Number: 18

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $233,994.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution awarding an agreement for Project Management Services for the Motorola ASTRO P25 interoperable radio system from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4526 for a cost of $233,994.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund unappropriated fund balance and will be transferred and appropriated to a project for said purpose.

Discussion:

Staff is recommending awarding an agreement for Project Management Services for the Motorola ASTRO P25 interoperable radio system from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4526. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that

purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution awarding an agreement for Project Management Services for the Motorola ASTRO P25 interoperable radio system from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4526 for a cost of $233,994.00.

Tina Gaug

City Manager's Office

City Council Agenda Item

DATE: **November 30, 2022**

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of a Project Management Services for the Motorola ASTRO P25 interoperable radio system from GTS Technology Solutions for $233,994 via DIR-CPO-4526

Purpose:
Consider a resolution approving the purchase of a Project Management Services for the Motorola ASTRO P25 interoperable radio system from GTS Technology Solutions for $233,994 via DIR-CPO-4526

Discussion:
At the February Council retreat the Council authorized the department to move forward with investigating the move to a Motorola system. This was to improve interoperable radio communications within the region.

The project will take an estimated 18 months to two years to complete. The city does not have enough staffing resources to manage the project and will require the services of a third party to assist. GTS Technology Solutions provided a project manager for radio system procurement process. The individual captured the needs assessment, maintained stakeholder communications, lead recurring team meetings, etc.
This project professional is well versed in the City's environment and has assisted the city with numerous other projects including the procurement of a public safety software system in 2018.

The cost of the project management services and travel expenses over the life of the radio project is estimated at $233,994 and will be budgeted in the radio project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $233,994.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, GTS Technology Solutions, Inc., has agreed to provide project management services for the Motorola ASTRO P25 Interoperable Radio System Project at a cost of $233,994.00; and

WHEREAS, the City Council finds the price proposed for said services through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with GTS Technology Solutions, Inc., for project management services for the Motorola ASTRO P25 Interoperable Radio System Project through the DIR;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with GTS Technology Solutions, Inc, for the amount of $233,994.00. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. Funding is available in the General Fund unappropriated fund balance and will be transferred and appropriated to a project fo said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay GTS Technology Solutions, Inc., from funds available in the project for said purpose

upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT
230001534

THIS AGREEMENT is made and effective the 14th day of December 2022, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and GTS Technology Solutions, Inc. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Project Management services for the Motorola ASTRO P25 interoperable radio system (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $233,994.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from December 14, 2022 until December 13, 2023, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd, Suite 275
Austin, Texas 78758

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of GTS Technology Solutions, 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 _____, 2022.

_____
Notary Public, State of Texas

Staff Augmentation Proposal

Date: 11/30/2022 **Job ID #:** 5417

Customer: City of Midland
Contact: Jennifer Frescaz
Contact Email: jfrescaz@midlandtexas.gov
Contact Phone: 432-685-7484

DIR Contract# : DIR-CPO-4526

Contractor	Title of Role	Bill Rate / Hour	Estimated Hours	Total
1. Philip Huntley	Project Manager, Level 1	$77.00	1,950	$150,150.00
2. Philip Huntley	Travel & Expenses	N/A	N/A	$83,844.00
			Total:	$233,994.00

Assignment:
One (1) Project Manager to provide the following to the City of Midland for the Radio Implementation –

- Develop the Project Management Plan (PMP)
- Maintain stakeholder communications
- Lead reoccurring project team meetings
- Review implementation vendor deliverables
- Prepare reoccurring status reports (e.g., weekly, monthly)
- Lead on-site project management activities
- Lead User Acceptance Testing (UAT)
- Provide training oversight
- Conduct go-live readiness assessment
- Facilitate go-live oversight

Time Frame:
1,950 hours or an average of 25 hours per week for approximately 78 weeks.

If City of Midland chooses to convert any contractor to a permanent employee before 1040 hours are exhausted, they will refer to the conversion table below based on annual salary:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

Staff Augmentation Proposal

Renewal Option:
City of Midland can renew for additional weeks under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by City of Midland.

Travel & Expense Breakdown:
36 trips (two on-site trips per month over the 18-month implementation period)

Travel Expense Breakdown (Per Trip)				
ID	**Services and Expenses**	**Price per Unit**	**Units per Trip**	**Total**
1	Airfare (round trip)	$1,000	1 ticket	**$1,000**
2	Hotel	$215	3 nights	**$645**
3	Rental Car	$107	4 days	**$428**
4	Meals & Incidentals (M&IE)	$64	4 days	**$256**
			Expense Total Per Trip	**$2,329**

Background Requirements:
All GTS personnel must be able to pass GTS's multi-county, state, and federal criminal background check. GTS will provide City of Midland with proof of completion upon request.

Breakdown of Payrolling Costs:
Payrolling costs cover the following mandated taxes and insurances: FICA, (Federal Insurance Contribution Act) for Social Security and Medicare, SUTA, (State Unemployment Tax Act), FUTA, (Federal Unemployment Tax Act) and Workers' Compensation Insurance.

Payrolling costs also include Professional and General Liability Insurance, benefits administration, human resource consultation and administration, DIR fees, payroll processing, and payroll funding.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

City Council Meeting

Item Number: 19

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **Motion authorizing the City Manager or City Manager's designee to advertise a request for proposals for Implementation Oversight Services for the Motorola ASTRO P25 interoperable radio system project for the Communications and Information Systems Department (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Motion authorizing the City Manager or City Manager's designee to advertise a request for proposals for Implementation Oversight Services for the Motorola ASTRO P25 interoperable radio system project for the Communications and Information Systems Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Staff is recommending issuing a request for proposals for Implementation Oversight Services for the Motorola ASTRO P25 interoperable radio system project. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Tina Dawg

City Manager's Office

City Council Agenda Item

DATE: **December 5, 2022**

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the release of a request for proposals for Professional Services for a Qualified P25 Radio Subject Matter Expert (SME) for Implementation Oversight

Purpose:
Consider a resolution approving the release of a request for proposals (RFP) for Professional Services for a Qualified P25 Radio Subject Matter Expert (SME) for Implementation Oversight.

Discussion:
At the February 2022 Council retreat the Council authorized the department to move forward with investigating the move to a Motorola system. This was to improve interoperable radio communications within the region.

The project will take an estimated 18 months to two years to complete. The city does not have a P25 system expert on staff to provide technical oversight for the various stages of the project. Therefore, staff recommends the release of a request for proposals for a qualified P25 radio subject matter expert (SME) to provide implementation oversight for the new Motorola ASTRO 25 radio system.

The new system will leverage and interface into the existing County Motorola P25 core to provide multi-jurisdictional interoperability. The selected P25 Radio SME will provide oversight on key components of Motorola's implementation to help ensure a successful deployment. The selected P25 Radio SME will work in conjunction with the City's Project Management Team to monitor completion of vendor activities, task, and deliverables. The selected P25 vendor will advise on radio programming configurations (e.g., talk-groups) for City operations and additional agency stakeholders for interoperability planning. The expert will also be asked to review the final detailed design and approvals, assist with various software integrations, perform installation inspections, coverage test planning and final system cutover support.

The cost of the services will be budgeted in the radio project.

Request for Proposals

RFP 22001642

for

P25 Radio Subject Matter Expert (SME) Implementation Oversight Professional Services

Proposals for this requirement will be accepted until 2:00 P.M. on Thursday, January 5, 2023

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

2. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

3. 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.

4. **PUBLIC INFORMATION.** TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER 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 PROPOSAL, 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.

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SCHEDULE OF EVENTS

RFP 22001642

For

P25 Radio Subject Matter Expert (SME) Implementation Oversight Professional Services

Event	Date*
RFP Released	Thursday, December 15, 2022
Cutoff Date for inquiries and clarification	Tuesday, December 27, 2022, at 2:00 p.m. CT
Proposal Due Date	Thursday, January 5, 2023, at 2:00 p.m. CT
Reference Checks and Proposal Evaluations	Thursday, January 5 – Monday, January 9, 2023
Intended Date for Contract Award	Tuesday, January 24, 2023

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for P25 Radio Subject Matter Expert (SME) Implementation Oversight Professional Services as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. 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.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of

the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.10. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.11. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.12. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

1.13. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.14. SUBMITTING A SEALED PROPOSAL

1.14.1. Number of copies and Location:

1.14.1.1. Offerors must submit one original, 3 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.14.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.14.2. Each Offeror who submits a proposal represents that:

1.14.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.14.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.14.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.14.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.14.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission,

or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.15. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.16. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify

their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.17. INSURANCE REQUIREMENTS

See Contract or Agreement

1.18. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.19. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.20. CONTRACT PROVISIONS AND TERMS

1.20.1. Contract Execution

1.20.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.20.2. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

1.20.3. The initial contract(s) term is for a period of (2) two years. Renewals of the contract may be made at (1) one-year intervals, not to exceed a total of (7) seven years, at the City's option.

1.20.4. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEREOR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, 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, OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS PROPOSAL. OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THE CONTRACT.

2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. <u>WAIVER:</u>

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;

2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

The City is soliciting proposals from respondents capable of meeting the City's requirements for a qualified P25 radio subject matter expert (SME) to provide implementation oversight services. The selected P25 Radio SME will support and advise on project activities based on Motorola's

radio system implementation methodology and industry standards. The selected P25 Radio SME will work in conjunction with the City Project Management Team to monitor contractual compliance, address critical project decision points, and guide key implementation tasks. The requested services require knowledge of radio system, equipment, and infrastructure best practices in addition to experience with Motorola ASTRO P25 implementations. The City anticipates the implementation activities will occur over 18 months.

The City requests that the P25 Radio SME have prior experience with P25 radio system implementation projects. The City values experience with various P25 radio providers, but specifically requests experience implementing Motorola ASTRO radio systems with multi-jurisdictional integration. The selected P25 Radio SME should have the ability to provide oversight on multiple components of the Motorola radio solution, including (but not limited to) final system design review, logging recorder support, associated software integration coordination, factory acceptance testing, fleetmap planning and support, installation inspections, coverage test plan execution, final inspections, and system cutover support. The Radio SME should be available for subsequent years for project calls and updates as needed. The SME should also be well-versed in hosting planning sessions for multi-jurisdictional channel integration and have experience working across various entities and users.

4. REQUESTED SERVICES & COSTS

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the service is normally included and will be at No Extra Charge

	Requested Services	Included In Proposal*	Service Cost ($)
4.1.	**P25 RADIO SME IMPLEMENTATION OVERSIGHT SERVICES**		
4.1.1.	**Kickoff Meeting Support**	☐	
4.1.2.	**Agency Add Planning & Support**	☐	
4.1.3.	**On-Site Detailed Design Review (DDR) Meeting Support**	☐	
4.1.4.	**Design Review Approval Support**	☐	
4.1.5.	**Logging Recorder (Eventide) Upgrade Support**	☐	
4.1.6.	**CAD Interface Coordination**	☐	
4.1.7.	**Factory Acceptance Testing (FAT) Preparation**	☐	
4.1.8.	**FAT (at Manufacturer Facility) Facilitation**	☐	
4.1.9.	**Interoperability Planning**	☐	
4.1.10.	**Fleetmap Planning & Support**	☐	
4.1.11.	**Installation Inspections**	☐	

4.1.12. Acceptance Test Plan (ATP) Material Development & Preparation ☐

4.1.13. ATP Execution & Site Inspections ☐

4.1.14. Coverage Test Plan Execution ☐

4.1.15. Testing Report Development ☐

4.1.16. Final Inspections ☐

4.1.17. Cutover Planning ☐

4.1.18. System Cutover Support ☐

4.1.19. Final Documentation & Closeout Activities ☐

4.1.20. Project Call & Status Update Support ☐

Total Project Cost:

5. VENDOR REFERENCES

Offeror shall provide a minimum of (3) three references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

These references should include City governments where the offeror, preferably within the last (7) seven years, has successfully completed implementation oversight for a P25 radio system implementation.

These references should include:

References	
ID	**Reference Information**
1	**Entity Name:**
2	**Detailed narrative description of work completed for this reference:**
3	**Contact Information** Address: _____ City, State, Zip: _____ Reference Contact Name: _____ Title: _____ Phone No.: _____ Email Address:_____ **Project Information** Name of the radio system installed: _____ Name of the radio system replaced: _____

6. VENDOR QUALIFICATIONS

6.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

6.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

6.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

6.3.1. Vendor Stability

6.3.1.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.

6.3.1.2. Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects) _____.

7. EVALUATION PROCESS

7.1. EVALUATION PROCEDURE

7.1.1. Committee Actions

7.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

7.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

7.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

7.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

7.2.1. Proposed Staff Experience (50 possible points)

7.2.1.1. This criterion considers but is not limited to the experience and qualifications of named staff delivering services requested in the RFP; and the experience of named staff with similar implementations for comparable organizations.

7.2.2. Cost (30 possible points)

7.2.2.1. This criterion considers but is not limited to the proposed cost to fulfill the requested services in this RFP.

7.2.3. Reference Feedback (20 possible points)

7.2.3.1. This criterion considers the feedback received from references related to the vendor's performance on previous and active projects.

8. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

8.1. THE RFP

8.2. THE COST SUMMARY AND PROPOSAL FORM

8.3. REQUESTED ATTACHMENTS

8.3.1. References

8.3.2. Resumes

8.3.3. Financial Information

8.3.4. Signed Execution of Offer

9. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

AGREEMENT
EXAMPLE

THIS AGREEMENT is made and effective the __day of __ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and _____ ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $_____ for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay

every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from _____ until _____, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall

be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-

ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: _____
_____
_____

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 19:31 December 13, 2022

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City Council Meeting

Item Number: 20

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF READY-MIX CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $245,817.50; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the FY23 Ready Mix and Caliche Master Agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding available in the FY23 General Fund operating budget.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the FY23 Ready Mix and Caliche Master Agreement. Bid requests were issued to eighteen (18) contractors. We received two (2) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, 4J Concrete, LLC dba Jordan Concrete. Please see the attached memo from Abe Langston, Transportation Manager, for further information.

Therefore, please consider a resolution awarding the contract for the FY23 Ready Mix and Caliche Master Agreement to 4J Concrete, LLC dba Jordan Concrete of Midland, Texas for a not to exceed amount of $245,817.50.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Erika Munoz Martinez, Purchasing Manager**

FROM: **Abe Langston, Transportation Manager**

SUBJECT: **Readymix Concrete and Caliche Supporting Memo; Bid# 23001241**

DATE: **November 30, 2022**

CC: **Gabe McClelland**

Readymix concrete and concrete-related products are commonly used by The City of Midland's Transportation Division for a variety of right of way maintenance activities. The Transportation Division's concrete crew will use readymix concrete and concrete-related products at various locations citywide. Storm drain maintenance and repair and drainage maintenance and repair require readymix concrete and concrete-related products. Curb and gutter maintenance and repair, ADA ramp installation, and concrete paving also require the use of readymix concrete and concrete related products.

I have reviewed the Bid Tabulation for Readymix Concrete and Caliche. 4J Concrete, LLC. dba Jordan Concrete is the apparent low bidder, and the unit prices appear to be in line with current pricing trends. Therefore, I am recommending award of the Readymix and Caliche Contract to Jordan Concrete for the total proposal price of $245,817.50.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF READY-MIX CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $245,817.50; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the specifications and authorized advertisement for bids for the purchase of ready-mix concrete and caliche (the "Goods"); and

WHEREAS, Bid No. 23001241 was opened on November 30, 2022, with the lowest responsible bidder being 4J Concrete, LLC doing business as Jordan Concrete of Midland, Texas ("Seller"), having submitted a bid of $245,817.50 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Seller for the purchase of the Goods;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Seller for the purchase of the Goods at a total cost of $245,817.50, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Seller pursuant to the terms of said contract in an amount not to exceed $245,817.50 from funds available in the Fiscal Year 2023 General Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 23001241 FY 2023 Ready Mix & Caliche Master Agreement Opened: Wednesday, November 30, 2022				Jordan Concrete 4301 N County Rd 1140 Midland, TX 79705 Rayg@4jcrete.com		Hunter Ready Mix 3118 N County Rd 1108 Midland, TX 79706 bobby@hunteragginc.com	
ITEM	UNIT	QTY	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	CY	30	2000 PSI Ready-Mix (4 Sack)	$115.00	$3,697.50	$127.00	$510.00
2	CY	30	2500 PSI Ready-Mix (4.5 Sack)	$120.00	$3,855.00	$130.00	$3,900.00
3	CY	60	3000 PSI Ready-Mix (5 Sack)	$125.00	$8,025.00	$135.00	$8,100.00
4	CY	1,000	3600 PSI Ready-Mix (5.5 Sack) with 3 lbs of synthetic macrofiber per cubic yard	$145.00	$154,750.00	$160.00	$160,000.00
5	CY	200	3600 PSI Ready-Mix (5.5 Sack) with 1 lb microfibers per cubic yard	$135.00	$28,850.00	$140.00	$28,200.00
6	CY	200	4000 PSI Ready-Mix (6 Sack)	$135.00	$28,850.00	$140.00	$28,000.00
7	CY	30	Concrete Sand	$75.00	$78.75	$60.00	$1,800.00
8	CY	30	Ty C; grade 3 aggregate (Pea Gravel)	$75.00	$78.75	$80.00	$2,400.00
9	CY	30	Integrally Colored Concrete 3600 PSI	$145.00	$4,642.50	$160.00	$4,800.00
10	CY	10	2% Accelerator (Calcium)	$14.00	$140.00	$9.00	$90.00
11	LF	100	Expansion Joints	NA	NA	NA	NA
12	EA	10	Cost to Remix	NA	NA	$60.00	$600.00
13	CY	100	Stabilized Base (2 Sack Caliche)	$120.00	$12,850.00	$120.00	$12,000.00
			Time notice for Delivery:	2 Days		24 Hour	
			Additional Charge for order less than minimum load:	5 CY Minimum		$150 - 6 yards	
			State Minimum load size:	5 CY		10	
			Fuel Fee/ Ticket	5.00%			
			Environmental Fee/Ticket	$25.00			
			TOTAL PROPOSAL		$245,817.50		$250,400.00

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 # 23001241 FY 2023 Ready Mix & Caliche Master Agreement Opened: Wednesday, November 30, 2022				Jordan Concrete 4301 N County Rd 1140 Midland, TX 79705 Rayg@4jcrete.com		Hunter Ready Mix 3118 N County Rd 1108 Midland, TX 79706 bobby@hunteragginc.com	
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11	LF	100	Expansion Joints	NA	NA	NA	NA
12	EA	10	Cost to Remix	NA	NA	$60.00	$600.00
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			Time notice for Delivery:	2 Days		24 Hour	
			Additional Charge for order less than minimum load:	5 CY Minimum		$150 - 6 yards	
			State Minimum load size:	5 CY		10	
			Fuel Fee/ Ticket	5.00%			
			Environmental Fee/Ticket	$25.00			
			TOTAL PROPOSAL		$245,817.50		$250,400.00

Bidding Summary:

18 **Bid requests were issued.**

2 **Bids listed above**

0 **NO BIDS were received.**

16 **Bidders did not respond.**

Master Agreement
 # 23001241
For Ready-mix Concrete and Caliche

This Master Agreement (the "*Agreement*"), is entered this 14th day of December 2022, by and between the City of Midland, Texas, a home-rule municipal corporation ("*City*"), and 4J Concrete, LLC dba Jordan Concrete ("*Company*").

1. Company agrees to sell the Ready-mix concrete and caliche listed in the attached **Exhibit A**, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Cost: $245,817.50

The above stated prices shall remain in effect for the full term of this Agreement.

2. The Ready-mix concrete and caliche shall be delivered in such quantities and at such times as designated by City's Purchasing Manager. The total quantity of products that City is obliged to purchase shall be the total of the quantities ordered from time to time by the Purchasing Manager, and which are delivered and accepted.

3. Payment by City shall be made within thirty (30) days after receipt of invoices from Company, which shall be subject to verification as to quantities and quality delivered as herein provided.

4. The Ready-mix concrete and caliche shall be delivered to City's relevant departments and divisions as directed by the Purchasing Manager. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this Agreement shall be for a period of 1 (one) year, commencing on December 14, 2022 and terminating on December 13, 2023, unless sooner terminated as provided in this Agreement. City may, at its option, renew this Agreement for an additional period of one (1) year. City shall give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Agreement.

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable in any fiscal period during the term of this Agreement, then this Agreement 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.

6. If Company fails (in any manner) to fully perform and carry out all terms, covenants and obligation of this Agreement, Company shall be in default. If City gives Company written notice of such default, and Company fails to cure such default within forty-five (45) days of its receipt of such notice, City, acting by and through the Purchasing Manager, may and cancel and terminate this Agreement, and, at the expense of Company, complete the agreement or cause the same to be completed. In the event of such termination, all monies due to Company under this Agreement shall be retained by City (but such retention shall not release Company from liability for its default); provided, however, Company shall be credited with the amount of

money so retained toward any amount by which the cost of completion of this Agreement, as above provided, exceeds the Total Cost in Section 1. Such termination shall not affect or terminate City's existing or future rights (in equity or at law) as against Company regarding Company's default. City's waiver of a breach by Company shall not operate as a waiver of any subsequent breach or any other term, covenant or condition hereof.

Notwithstanding any contrary provision contained in this Agreement, City may terminate this Agreement at-will, for any or no reason, by giving Company thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of this Agreement without penalty to City. Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

7. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole and absolute discretion of City.

8. **Governing Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas.

9. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS

EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Independent Contractor:** Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of City. Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondent superior* shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

12. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company shall settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, Company's failure to comply with the requirements of this Section shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or

constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

13. **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.

14. **Governmental Immunity:** By executing this Agreement, City is not waiving its right of governmental immunity. City is retaining its immunity from suit. City is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

15. **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.

16. **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.

17. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Agreement;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

18. **Records Retention and Production of Information.** To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, Company shall: (a) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to City for the duration of this Agreement; (b) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City; and (c) on completion of the Agreement, either: (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Company; or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

19. **Public Information**. To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and Company agrees that the contract can be terminated if Company knowingly or intentionally fails to comply with a requirement of that subchapter.

20. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Agreement and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on City is hereby made void and of no

force or effect. City's sole and exclusive obligations under this Agreement are contained in the numbered provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

21. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2022 personally appeared, _____, an officer of 4J Concrete, LLC dba Jordan Concrete, 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_____, 2022.

_____
Notary Public, State of Texas

Exhibit 'A'

CITY OF MIDLAND

PURCHASING DIVISION DATE: 11/8/2022

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 23001241**

OPENING TIME: 2:00 PM **CLOSING DATE: 11/30/2022**

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. 11/30/2022 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Various Locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			FY 2023 Ready-Mix and Caliche in accordance with the attached detail sheet, and master agreement		
				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: Jordan Concrete
ADDRESS 4301 N county rd 1140
CITY Midland ST tx ZIP 79705
PHONE NO. 432-312-159 FAX NO.
EMAIL: Rayg@4jcrete.com

CASH DISCOUNT: % DAYS
DELIVERY CAN BE MADE
AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

City of Midland, Texas
Detail Sheet
FY 2023 Ready-Mix and Caliche Master Agreement

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	30	cy	2000 PSI Ready-mix (4 Sack)	$ 115.00	$ 3,697.50
2	30	cy	2500 PSI Ready-mix (4.5 Sack)	$ 120.00	$ 3,855
3	60	cy	3000 PSI Ready-mix (5 Sack)	$ 125.00	$ 8,025
4	1,000	cy	3600 PSI Ready-mix (5.5 Sack) with 3 lbs. of synthetic Macrofiber per cubic yard*	$ 145.00	$ 154,750
5	200	cy	3600 PSI Ready-mix (5.5 Sack) with 1 lb. Macrofiber per cubic yard**	$ 135.00	$ 28,850
6	200	cy	4000 PSI Ready-mix (6 Sack)	$ 135.00	$ 28,850
7	30	cy	Concrete Sand	$ 75.00	$ 78.75
8	30	cy	Ty C; grade 3 aggregate (Pea gravel)	$ 75.00	$ 78.75
9	30	cy	Integrally colored concrete 3600 PSI***	$ 145.00	$ 4,642.50
10	10	cy	2% Accelerator (Calcium)	$ 14.00	$ 140.00
11	100	Lf	Expansion Joints	$ 0	$ 0
12	10	ea	Cost to Remix	$ 0	$ 0

Texas Highway Department guidelines for ready-mix concrete shall be adhered to relative to all classes of concrete listed above.

☐ Exact quantity is undetermined, but these products have been ordered from time to time.

13	100	cy	Stabilized Base (2 Sack Caliche)	$ 120.00	$ 12,850.00

TOTAL COST FOR ALL ITEMS $ 245,817.50

Note: we charge 5% FUEL
AND $25
ENVIROMENTAL FEE
PER TICKET

Bidder to indicate:

1. Time notice for Delivery: 2 days

2. Additional charge for order less than minimum load: 5 cy minium

3. State minimum load size: 5 cy

All items contained in this Detail Sheet are to be delivered as needed during the contract period. The stated quantities are estimated for a 1-year period.

*Macrofiber:
On projects where synthetic macrofibers are specified or noted: Synthetic Macrofiber: Polypropylene/polyethylene synthetic macrofiber complying with ASTM C 1116 Type 3, minimum 2-inch length, aspect ratio 50 to 90. Fiber manufacturer shall have ISO 9001 certification. Synthetic macrofiber shall be tested in concrete to meet the requirements of ICC-AC383. Basis of design, Tuf-Strand SF or Tuf-Strand MaxTen by the Euclid Chemical Company or approved equal.

**Microfiber:
On projects where synthetic microfibers are specified or noted: Concrete shall contain 100% virgin multifilament polypropylene fibers complying with ASTM C 1116/C 1116M at a dosage rate of 1 pound per cubic yard. Basis of design, PSI Fiberstrand 100 or 150 by the Euclid Chemical Company or approved equal. Fiber manufacturer shall have ISO 9001 certification.

***Integrally colored concrete:
On projects where integrally colored concrete is specified or noted on the drawings, concrete shall include integral color pigments that meet or exceed ASTM C979 requirements. Color will be noted on the drawings. Blues, greens and black pigments are not included due to their price premiums. Basis of design, Increte Color-Crete by the Euclid Chemical Company or approved equal.

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 E-mail: purchasing@midlandtexas.gov
Midland, TX 79702

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.

4 J concrete, LLC	11/18/2022
Company Name	Date
Raymundo Gutierrez	432-312-1595
Authorized Signature	Phone
Raymundo Gutierrez	
Print Above Name	Fax

Master Agreement
 # 23001241
For Ready-mix Concrete and Caliche

This Master Agreement (the "*Agreement*"), is entered this 18 day of Nov. 2022, by and between the City of Midland, Texas, a home-rule municipal corporation ("*City*"), and 4 J Concrete, LLC ("*Company*").

1. Company agrees to sell the Ready-mix concrete and caliche listed in the attached **Exhibit A**, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Cost: $245,817.50

The above stated prices shall remain in effect for the full term of this Agreement.

2. The Ready-mix concrete and caliche shall be delivered in such quantities and at such times as designated by City's Purchasing Manager. The total quantity of products that City is obliged to purchase shall be the total of the quantities ordered from time to time by the Purchasing Manager, and which are delivered and accepted.

3. Payment by City shall be made within thirty (30) days after receipt of invoices from Company, which shall be subject to verification as to quantities and quality delivered as herein provided.

4. The Ready-mix concrete and caliche shall be delivered to City's relevant departments and divisions as directed by the Purchasing Manager. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this Agreement shall be for a period of 1 (one) year, commencing on 01/01/23 and terminating on 01/01/24, unless sooner terminated as provided in this Agreement. City may, at its option, renew this Agreement for an additional period of one (1) year. City shall give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Agreement.

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable in any fiscal period during the term of this Agreement, then this Agreement 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.

6. If Company fails (in any manner) to fully perform and carry out all terms, covenants and obligation of this Agreement, Company shall be in default. If City gives Company written notice of such default, and Company fails to cure such default within forty-five (45) days of its receipt of such notice, City, acting by and through the Purchasing Manager, may and cancel and terminate this Agreement, and, at the expense of Company, complete the agreement or cause the same to be completed. In the event of such termination, all monies due to Company under this Agreement shall be retained by City (but such retention shall not release Company from liability for its default); provided, however, Company shall be credited with the amount of money so retained toward any amount by which the cost of completion of this Agreement, as above provided,

exceeds the Total Cost in Section 1. Such termination shall not affect or terminate City's existing or future rights (in equity or at law) as against Company regarding Company's default. City's waiver of a breach by Company shall not operate as a waiver of any subsequent breach or any other term, covenant or condition hereof.

Notwithstanding any contrary provision contained in this Agreement, City may terminate this Agreement at-will, for any or no reason, by giving Company thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of this Agreement without penalty to City. Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

7. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole and absolute discretion of City.

8. **Governing Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas.

9. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE

TERMINATION OF THIS AGREEMENT.

10. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Independent Contractor:** Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of City. Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondent superior* shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

12. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company shall settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, Company's failure to comply with the requirements of this Section shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of

this entire Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

13. **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.

14. **Governmental Immunity:** By executing this Agreement, City is not waiving its right of governmental immunity. City is retaining its immunity from suit. City is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

15. **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.

16. **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.

17. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Agreement;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

18. **Records Retention and Production of Information.** To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, Company shall: (a) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to City for the duration of this Agreement; (b) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City; and (c) on completion of the Agreement, either: (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Company; or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

19. **Public Information**. To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and Company agrees that the contract can be terminated if Company knowingly or intentionally fails to comply with a requirement of that subchapter.

20. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Agreement and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on City is hereby made void and of no force or effect. City's sole and exclusive obligations under this Agreement are contained in the numbered

provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

21. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____

Robert Patrick, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this day of_____, 20____personally appeared, _____, an officer of _____, 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

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.**

4 J Concrete, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N\A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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 Raymundo Gutierrez

Signature of vendor doing business with the governmental entity

11/18/2022

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.

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.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

26. GOVERNING LAW AND VENUE - This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas.

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

32. **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.

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: 4 J Concrete, LLC

Local Address (must be within the City limits): P.O. 52726 79710

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? 30
3. Year your business was established in the City of Midland: 2013
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: N/A

   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: Raymundo Gutierrez Date: 11/18/2022

Printed Name and Title: Raymundo Gutierrez - Concrete Manager

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City Council Meeting

Item Number: 21

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES ASSOCIATED WITH THE NEW HEALTH SERVICES FACILITY DESIGN PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:
Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for the new Health Services Facility Design Project for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approval of a motion authorizing advertisement of a request for qualifications to engage an architectural/engineering firm to provide design, plans, specifications, and architectural services for the construction of a new Health Services facility. Please see the attached memo from Cristina Burns, Community Services Director, for more information.

Tina Dawg

City Manager's Office

CITY OF MIDLAND
Community Services Department
Health Services Division

Interoffice Memorandum

Date: November 29, 2022
To: Erika Martinez, Purchasing Manager
From: Cristina Burns, Director of Community Services
Subject: Request for Qualifications – New Health Services Facility Design, Plans, Specifications, and Estimates

This Request for Qualifications is to engage an architectural/engineering firm to provide design, plans, specifications, and architectural services for the construction of a new Health Services facility, including but not limited to:

1. Needs Assessment
2. Preliminary Layouts with Cost Estimate
3. Preliminary Conceptual Design with Cost Estimate
4. Identifying and Analyzing Potential Building Site Near Existing Location

The firm must also provide the following in the scope of their work:

1. Footprint of the Proposed Building
2. Provide a Description and Spatial Relationships of All Major Service Areas
3. Provide Preliminary Floor Plans, Evaluations, and Building Sections
4. Assist Owner in Obtaining Bids
5. Represent Owner During Construction Phase

Statements of Qualifications are to be submitted no later than the end of the business day on February 1, 2023. Funding for the professional services will come from the Unappropriated General Fund Balance.

REQUEST FOR QUALIFICATIONS
City of Midland

The City of Midland, (hereinafter "City") is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to identify a new location and provide design, plans, specifications, and architectural services for the construction of a new Health Services facility. It is the intent of the City to select a single firm to accomplish all services outlined in this RFQ.

Objective

The selected architectural firm will initially be charged with:

- Identifying and analyzing potential building locations with access to public transportation.
- Identifying facility space and functionality needs in keeping with industry standards and the unique needs of Midland.
- Providing preliminary conceptual plans and cost estimates.

Scope of Services

The City is seeking professional services to conduct architectural work on this project, which at a minimum, includes the following tasks:

- A needs assessment shall be conducted to determine current and future needs for space, storage, staff functionality, citizen accessibility, etc.
- The firm shall provide visual effects showing preliminary layouts, a footprint of the proposed building identifying its location on the site including parking areas for patron and vehicle accessibility, with cost estimates. An analysis of the site should include suitability of lot size, lot location, accessibility, availability of utilities, traffic patterns, any drainage or environmental issues, etc.
- Provide a description and spatial relationships of all major service areas that include detailed square footage requirements, the functions that take place within each area, as well as equipment, furniture, storage needs, and capacity to be served in each area.
- Provide a preliminary conceptual design that should address, but not limited to, acoustics, equipment, technology, environmental controls, security, lighting, furnishings, seating, access to and from the site, and compliance with local, state, and federal regulations regarding building codes.
- As part of the design, the firm will provide drawings that include preliminary floor plans, evaluations, and building sections.
- Assist Owner in obtaining competitive bids for the project. Assist owner in distribution of contract drawings, prepare addenda (if any), assist Owner in reviewing bids and contract negotiations.
- Represent Owner during construction phase for services on construction observation, review submittal data and products, and contractor's pay requests, construction conferences, preparation of punch list and final out.

Background

The City envisions a new Health Facility to accommodate increasing service demands. The Midland Health Services Division currently has 26 staff members that provide the following services to the community:

- Clinical services, including immunizations, the diagnosis and treatment of sexually transmitted diseases, pregnancy testing, and the testing and evaluation of tuberculosis
- Environmental services, such as ensuring the compliance with State rules on food safety and septic systems

- Community health education
- Disease investigation
- Emergency Preparedness

Key Elements

- Functional space to include:
    - Lobby and reception to provide a comfortable waiting room for patients and customers
    - Traditional office space for staff
    - Meeting/conference room
    - Training/education space
    - Exam rooms for nurses
    - A patient consultation room
    - Flex space that can be used as additional office area if needed
    - Pharmacy
    - Breakroom/kitchen for staff
    - Separate restrooms for staff and patients/customers
    - Ample storage space
    - Flexibility for expansion
- Drive-thru type sally port for staff to conduct food truck inspections
- Ample parking for staff, City vehicles, a communications trailer, and patients/customers

Response Criteria

Response to this RFQ will require the consultant to provide sufficient information to determine that the consultant qualifies for performing such a project, including the following:

- 3 complete copies of the response (one bound original – 3-ring binding preferred) and 1 electronic copy in PDF format on a flash drive.
- Letter of response (a maximum of 5 single-sided pages).
- Resumes of all personnel to be assigned to this project (not included in the 5-page maximum).
- References (including contact names and phone numbers).
- Examples of similar projects.
- Any other data which may make your firm particularly qualified to do this work.

Evaluation Criteria

Evaluation of the proposals received may consider but shall not be limited to the following criteria:

1. **General quality and adequacy of response**
    - Completeness and thoroughness, responsiveness to terms and conditions.
    - Understanding the project.
    - Degree of interest shown in undertaking the project.
2. **Organization, personnel, and experience**
    - **Demonstrated experience in accomplishing similar projects.**
    - Qualifications and experience of individuals who will perform and supervise the work requested by the City.
    - Demonstrated experience in visioning and consensus building on a local government level.
    - Knowledge and familiarity with local conditions.
    - Firms' history of ethics violations or board actions.
    - Demonstrated capability of firm to meet schedules and deadlines.
    - Demonstrated capability to complete projects without having major cost escalations, change orders or overruns.

SELECTION CRITERIA:

The following criteria will be used to evaluate the qualifications of consultants:

1. **General quality and adequacy of response (30%)**
   - Completeness and thoroughness, responsiveness to terms and conditions (15%).
   - Understanding the project (10%).
   - Degree of interest shown in undertaking the project (5%).
2. **Organization, personnel, and experience (70%)**
   - Demonstrated experience in accomplishing similar projects (15%).
   - Qualifications and experience of individuals who will perform and supervise the work requested by the City (10%).
   - Demonstrated experience in visioning and consensus building on a local government level (10%).
   - Knowledge and familiarity with local conditions (10%).
   - Firms' history of ethics violations or board actions (5%).
   - Demonstrated capability of firm to meet schedules and deadlines (10%).
   - Demonstrated capability to complete projects without having major cost escalations, change orders or overruns (10%).

Clarification of the Specifications and Requirements

If additional information is necessary to assist the Proposer in interpreting these specifications, written questions will be accepted by Erika Martinez, Purchasing Manager, 300 N. Loraine, Suite 220, Midland, Texas 79701; email: purchasing@midlandtexas.gov.

Submittal Information

Statements of Qualifications must be received in the Purchasing's Office no later than designated qualification date and time. Proposer are responsible for the means of timely delivering the statement of qualification packet. Delays due to any instrumentality used to transmit the statement of qualifications packet (e.g., delay occasioned by a proposer, City's internal mailing system, etc.) are the sole responsibility of the proposer. Late statement of qualifications packets will not be accepted under any circumstances. Statements of Qualifications must be received are to be submitted no later than the end of the business day on February 1, 2023, to:

City of Midland
Purchasing Office
Attn: Purchasing Manager
P.O. Box 1152
Midland, TX 79702

Street Address:
300 North Loraine, Room 220
Midland, TX 79701

Waiver

A. Waiver of claims arising from the submission of a qualification statement and possible award of contract.

By submitting a Statement of Qualifications, each submitter agrees to and does hereby waive any claim the submitter has or may have against the City and the City's employees, agents and officers, arising out of or in any way connected with the following:

1. **The administration, evaluation or recommendation of any Statement of Qualifications.**
2. **Waiver or deletion of any of the requirements under the Statement of Qualifications or the contract documents.**
3. **Acceptance or rejection of any Statement of Qualifications.**
4. **Award of contract.**

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

B. Waiver of Attorney Fees.

By submitting a Statement of Qualifications, each submitter agrees to waive and does hereby waive any claim the submitter has or may have against the City, and its respective employees and representatives for the award of attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any Statement of Qualifications, waiver of any requirements under this RFQ, acceptance or rejection of any Statement of Qualifications, and award of the contract. By submitting a Statement of Qualifications, the submitter specifically waives any right to recover or by paid attorney's fees from the City or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, ET. SEQ., as amended).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications, the submitter hereby represents and warrants to the City that the submitter has read and understands the intent of the Statement of Qualifications. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and has had the right to consult with counsel regarding all the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

Sovereign Immunity
By executing any Contract, the City is not waiving its rights of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution of action.

There is no waiver of sovereign immunity.

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL:

1. **RESPONSE CRITERIA** Response to this RFQ will require the consultant to provide sufficient information to determine that the consultant qualifies for performing such a project, including the following:

a. Three (3) complete copies of the response (one bound original – 3-ring binding preferred) and one (1) electronic copy in PDF format on a Flash Drive.
b. Letter of response (a maximum of 5 single-sided pages).
c. Resumes of all personnel to be assigned to this project.
d. References (including contact names and phone numbers).
e. Examples of similar projects.
f. Any other data which may make your firm particularly qualified to do this work.

2. **OFFICALS NOT TO BENEFIT:** No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

3. **REJECTION OF SOQs:** The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.

4. **INCURRING COSTS:** The City is not liable for any cost incurred by the service provider prior to issuance of a contact.

5. **INQUIRIES:** Questions regarding this RFQ must be submitted by emailing to purchasing@midlandtexas.gov. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Consultants receiving the RFQ via Internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the Internet site. Any inquiries relating to this RFQ must be in writing with contact information and received no later than 12:00 PM local time on January 20, 2023.

Any necessary request for clarification, delineation, or explanation of a company's SOQ will be made in writing.

In the event it becomes necessary to revise any part of this RFQ, an addenda will be provided to all service providers who received the RFQ prior to the response date.

6. **RESPONSE DATE:** To be considered, SOQs must arrive at the Purchasing Office no later than 2:00 pm local time on February 1, 2023. Service providers mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

7. **TYPE OF CONTRACT:** The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:

a. An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;

b. A requirement that the service provider comply with all Federal, State, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project;

c. A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability, automobile liability and worker's compensation as required by law with additional insured and waiver of subrogation endorsements in favor of the City of Midland.

8. **ACCEPTANCE OF RFQ AND SOQ CONTENT:** To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.

9. **SOQ PREPARATION/FORMAT:** Each SOQ should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

b. The City of Midland asks each of the firms to place the following information: (1.) Letter of Interest, (2.) Firm's Organizational Chart (3.) Firm's Introduction/Qualifications, (4.) Firm's Introduction of Project Manager and Team Leads, (5.) Project Manager's and Team Lead's project experience with Reference Contacts, (6.) Firm's Introduction of Sub-Consultants; and (7.) Conflict of Interest Questionnaire.

d. A single-sided printed page will count as (1) page. Font shall be Arial and size shall be 12. The margins shall be 1" all around on letter size paper only. The page number shall be a header or footer (0.5" top or bottom).

10. **ORAL PRESENTATION:** Will be conducted at the request of the City.

11. **PRIME CONSULTANT RESPONSIBILITIES:** The selected service provider will be required to assume the responsibility for all services offered in the Statement of Qualifications whether or not the service provider produces them. Furthermore, the City will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

INFORMATION REQUIRED FROM SERVICE PROVIDER:

1. **COVER CITATION:** The following citation should be on the cover:

Submitted to:
Erika Martinez

Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702
Statement of Qualifications for: Central Fire Station Wellness Center Construction and Police Department Renovation
RFQ 23001568
Due: February 1, 2023, at 2:00 PM local time

2. **SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM:** The respondent will provide a more in-depth introduction of any sub-consultants proposed to be used.

a. Brief narratives on the project manager and the project team to describe their education, professional licenses, years of experience and expertise.

CONFLICT OF INTEREST QUESTIONNAIRE: The respondent will provide a prepared and signed copy of a CIQ Form.

Company Name	Date
Authorized Signature	Phone
Print Above Name	Fax

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the __day of __ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and _____ ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $_____ for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay

every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from _____ until _____, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall

be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-

ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: _____
_____
_____

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, *et seq.*, as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, 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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 21-23 December 13, 2022

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City Council Meeting

Item Number:	**22**
Meeting Date:	**December 13, 2022**
To:	**City Council / City Manager**
From:	**Tina Jauz, Assistant City Manager**
Subject:	**Motion authorizing the execution of a Letter of Intent between the City of Midland, the Midland Development Corporation, and Hodges Development Services, LP, for the development of a 17.2-acre tract of land located in the southeast quarter of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT 4) (CITY MANAGER)**

Purpose:

Motion authorizing the execution of a Letter of Intent between the City of Midland, the Midland Development Corporation, and Hodges Development Services, LP, for the development of a 17.2-acre tract of land located in the southeast quarter of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

None at this time.

Discussion:

The City of Midland and the Midland Development Corporation are working jointly on a development project proposed by Hodges Development Services. The non-binding Letter of Intent provides a general framework for future negotiations between the parties. As the proposed project progresses, final definitive documents will be negotiated and drafted by staff, and any proposed agreements will be subject to City Council and MDC Board approval.

Morris Williams Jr.

City Manager's Office

NON-BINDING LETTER OF INTENT

This LETTER OF INTENT is entered into and effective, as of the last signature date set forth below, by and between the CITY OF MIDLAND, TEXAS ("*City*"), the MIDLAND DEVELOPMENT CORPORATION ("*MDC*," and together with City, "*Midland*"), and C. HODGES DEVELOPMENT SERVICES, LP, or its assigns (collectively, "*Hodges*"), to facilitate the negotiation of final definitive documents for the development of the Project (as defined herein).

1. **Property & Project.** Midland desires to incentivize Hodges to design, plan, and develop an approximate 17.2-acre tract of land located in the southeast quarter of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (the "*Property*"), into a mixed-use development anchored by a family cinema and entertainment center with an outdoor music and event stage occupying approximately 60,000 square feet of space, a nationally recognized retailer occupying approximately 60,000 square feet of space, and general retail and restaurant tracts (the "*Project*").

2. **Project Scope.** Hodges shall plat the Property into multiple lots and develop the Project thereon, which shall include at a minimum the following:

a. A platted lot on which shall be located a family cinema and entertainment center occupying approximately 60,000 square feet of space with an outdoor music and event stage (the "*Cinema Lot*");
b. A platted lot on which shall be located a nationally-recognized retailer occupying approximately 60,000 square feet of space (the "*Retailer Lot*");
c. Platted lots on which shall be located general retailers and restaurants (the "*General Lots*"); and
d. A capital investment of Forty-Five Million and No/100 Dollars ($45,000,000.00) by Hodges for the Project.

In addition to the above Project scope, Midland and Hodges may work together to identify additional uses for the Property or Project.

3. **Project Schedule.** Hodges shall use reasonable efforts to commence construction of the Project on or before September 1, 2023. Hodges shall use reasonable efforts to provide for the substantial completion of the construction of the Project on or before January 1, 2027.

4. **Midland Incentives.** As consideration for Hodges designing, planning, and developing the Project in accordance with the terms and conditions of the final definitive documents, Midland agrees to provide Hodges with the following incentives.

a. City Property Tax Abatement: City agrees to enter into agreements with Hodges to provide for exemptions from City ad valorem taxes on the Cinema Lot and Retailer Lot, each beginning when such lot is complete and open to

the general public, for a period of ten (10) years in accordance with the following schedule:

Years 1 and 2:	100% abatement
Years 3 and 4:	80% abatement
Years 5 and 6:	60% abatement
Years 7 and 8:	40% abatement
Years 9 and 10:	20% abatement

The abatement percentages in the above schedule shall apply to the increase in the appraised value of the Property (as reflected on the certified tax roll of the Midland Central Appraisal District) that results from the improvements made on the Property after the execution of a tax abatement agreement in accordance with Chapter 312 of the Texas Tax Code. Further, City agrees to enter into other such tax abatement agreements with Hodges under the same terms to provide for an exemption from City ad valorem taxes on each General Lot on which a premium retailer or restaurant is located.

b. City Sales Tax Rebate: City agrees to rebate to Hodges fifty percent (50%) of City sales tax revenue generated by the cinema and entertainment center on the Cinema Lot and the nationally-recognized retailer on the Retailer Lot for the first seven (7) years that said businesses are complete and open to the general public. Further, City agrees to rebate to Hodges fifty percent (50%) of City sales tax revenue generated by premium retailers or restaurants located on the General Lots for the first seven (7) years such businesses are complete and open to the general public.

c. City Waiver of Certain Development Fees: City agrees to waive the following fees in connection with the development of the Property:

(i) Permitting Fees
(ii) Inspection Fees
(iii) Utility Connection Fees
(iv) Plan Examination Fees
(v) Water and Sewer Tap Fees

d. MDC Infrastructure Funding: MDC agrees to provide Hodges certain infrastructure funding necessary for the development of the Project in an amount not to exceed Five Million and No/100 Dollars ($5,000,000.00). As consideration for the infrastructure funding, Hodges agrees:

(i) to construct the paving, drainage, water, and wastewater infrastructure improvements required for Sinclair Avenue and Kirkland Drive, located at the northwest corner of the intersection of State Highway 158 and State Highway 191, as specified in those certain plans prepared by Winkelmann & Associates, Inc., and

approved by the City of Midland on March 9, 2020 (the "*Public Improvements*"); and

(ii) that the Public Improvements shall be dedicated to and accepted by City in accordance with Chapter 212, Local Government Code and Title XI, Chapter 2, Midland City Code.

e. MDC Assistance: MDC agrees to reasonably assist Hodges in obtaining (i) tax abatement agreements from Midland County, the Midland Community College District, and the Midland County Hospital District, (ii) available job creation credits and reimbursements from applicable authorities, and (iii) favorable industrial power rates from the electric utility provider for the Project.

5. Open Government Compliance. By executing this Letter of Intent, Hodges represents that it understands and agrees that this Letter of Intent, and the terms and conditions contained herein, will be considered at one or more public meetings held by City and MDC in accordance with the requirements of the Texas Open Meetings Act. Further, Hodges represents that it understands and agrees that this Letter of Intent in no way affects, modifies or limits the obligations of City and MDC to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General.

6. Governing Law & Venue. This Letter of Intent shall be governed by the laws of the State of Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Letter of Intent shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Letter of Intent shall be deemed to have occurred in Midland County, Texas.

7. General. Notwithstanding any contrary provision contained herein, the matters addressed in this Letter of Intent are merely a preliminary expression of the parties' interest regarding the Project and are not intended to be binding. This Letter of Intent shall only serve to memorialize the terms the parties have agreed on as a basis for future negotiations. The definitive documents to be negotiated by the parties will contain other terms and conditions necessary for a transaction of this nature. Nothing in this Letter of Intent constitutes a contract or binding agreement of any type. Until the definitive documents contemplated herein are executed, any party may, in its sole and absolute discretion, terminate negotiations. If any party elects to terminate negotiations, such party shall incur no liability to any other party in connection therewith.

[Signature Page Follows]

AGREED:

CITY OF MIDLAND, TEXAS

_____
Patrick N. Payton, Mayor

Date:_____

MIDLAND DEVELOPMENT CORPORATION

_____
Stephen Lowery, Chairman

Date:_____

HODGES DEVELOPMENT SERVICES, LP

_____
Charles Hodges, Partner & Founder

Date:_____

City Council Meeting

Item Number: 23

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Community Services

Subject: MOTION AUTHORIZING THE EXECUTION OF A HOGAN PARK GOLF COURSE USAGE AGREEMENT WITH THE FIRST TEE OF WEST TEXAS TO PROVIDE FOR THE FIRST TEE OF WEST TEXAS' USE OF CERTAIN CITY-OWNED FACILITIES LOCATED AT HOGAN PARK GOLF COURSE (DISTRICT 2) (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a Hogan Park Golf Course Usage Agreement with First Tee.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no fiscal impact in approving this motion.

Discussion:

As the City's existing agreement with First Tee expires at the end of this year, First Tee, whose mission is "to impact the lives of young people…through the game of golf," would like to enter into another agreement with the City to use the facilities at Hogan Park Golf Course to continue to further their mission. The initial term of this agreement would be from January 1, 2023 until December 31, 2024 with an option to renew for one (1) additional year.

Attachments:

Hogan Park Golf Course Usage Agreement

Morris Williams Jr.

City Manager's Office

HOGAN PARK GOLF COURSE USAGE AGREEMENT

THIS AGREEMENT is made and effective the 1st day of January, 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation ("*CITY*") and, THE FIRST TEE OF WEST TEXAS ("*FIRST TEE*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which FIRST TEE may utilize City-owned facilities located at Hogan Park Golf Course (the "*Golf Course*") for the purpose of establishing and retaining a chapter presence in Midland, Texas.

ARTICLE II. USAGE OF FACILITIES

FIRST TEE may utilize facilities at the Golf Course for the purposes described herein and those conforming purposes contained in **Exhibit A**; provided, however, that FIRST TEE's use of the facilities at the Golf Course shall not interfere, inhibit, or restrict the use of the same by the general public or the employees of CITY. Furthermore, it is understood and agreed by the parties that CITY's sole obligation under this Agreement shall be to provide FIRST TEE the opportunity to utilize the facilities at the Golf Course; this Agreement shall not be construed or interpreted as a covenant for CITY or its employees to provide FIRST TEE with any other service or good. The parties expressly disclaim any provisions contained in **Exhibit A** that conflict with this Article or any other portion of this Agreement.

ARTICLE III. CONSIDERATION

CITY and FIRST TEE agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

ARTICLE IV. TERM

The term of this Agreement shall be from January 1, 2023, until December 31, 2024, unless this Agreement is terminated as provided below. The parties may extend the term of this Agreement for a period of one (1) year by mutual agreement and notification thereof at least thirty (30) days prior to the expiration of the term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least thirty (30) days' written notice to the FIRST TEE. The parties to this Agreement understand and agree that it is in CITY's sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. FIRST TEE has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement.

ARTICLE VI. ASSIGNMENT

FIRST TEE 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 to grant consent to an assignment is in the sole discretion of CITY.

ARTICLE VII.
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that FIRST TEE is not an officer, agent, servant or employee of CITY; that FIRST TEE 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 FIRST TEE, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and FIRST TEE. No officer, agent, employee, contractor or subcontractor of FIRST TEE 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" that would give rise to vicarious liability. FIRST TEE shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder.

ARTICLE VIII. INSURANCE

FIRST TEE shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
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 CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by FIRST TEE shall inure to the benefit of employees injured during the course and scope of their employment by FIRST TEE pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims-occurred basis. CITY shall be provided the notice by FIRST TEE'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

FIRST TEE shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims-occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, FIRST TEE shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance

whatsoever pursuant to this Agreement.

FIRST TEE certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. FIRST TEE shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of FIRST TEE.

Notwithstanding any contrary provision contained herein, CITY'S Community Services Director, in her sole and absolute discretion, may modify the insurance requirements contained in this Article.

ARTICLE IX. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, FIRST TEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THE AGREEMENT OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. FIRST TEE SPECIFICALLY AGREES THAT IF FIRST TEE 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, FIRST TEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH FIRST TEE MIGHT OTHERWISE BE ENTITLED.

FIRST TEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. FIRST TEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. FIRST TEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER

BETWEEN CITY AND FIRST TEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY. THE OBLIGATIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE X. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XI. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, FIRST TEE 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 FIRST TEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIII. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all 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. 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 its performance shall be in Midland County, Texas.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: Cristina Burns
Community Services Director
300 N. Loraine Street, Suite 520
Midland, Texas 79701

If to FIRST TEE: First Tee of West Texas
P.O. Box 53035
Midland, Texas 79710

The parties hereto may change the above addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural unless the context requires otherwise.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, FIRST TEE or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred 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 FIRST TEE will settle, the physical and mailing addresses of FIRST TEE at the time and date the claim was presented and the physical and mailing addresses of FIRST TEE for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the FIRST TEE relies to establish its claim; 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 FIRST TEE that FIRST TEE'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, FIRST TEE'S failure to comply with the requirements herein shall perpetually bar FIRST TEE'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of if CITY has actual or constructive notice or knowledge of said claim or alleged damages. FIRST TEE agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. CITY and FIRST TEE agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. FIRST TEE agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. FIRST TEE agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

L. Conflict of Terms. If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in **Exhibit A**, then precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede and void all conflicting provisions contained in **Exhibit A**.

M. No Boycott. To the extent that Section 2270.002 of the Texas Government Code applies to this Agreement, FIRST TEE hereby verifies that FIRST TEE does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2270.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and FIRST TEE shall be deemed to have not made such verification.

N. Records Retention and Production of Information. To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, FIRST TEE shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of FIRST TEE on request of CITY; and (iii) on completion of the Agreement, either: (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of FIRST TEE; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

O. Public Information. To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, FIRST TEE agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and FIRST TEE agrees that this Agreement can be terminated if FIRST TEE knowingly or intentionally fails to comply with a requirement of that subchapter.

[Signature Page Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

FIRST TEE OF WEST TEXAS

By: _____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022, personally appeared, _____, an officer of FIRST TEE OF WEST TEXAS, 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 entity, 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 _____, 2022.

_____
Notary Public, State of Texas

Memorandum of Understanding

This memorandum of understanding will detail the responsibilities of The City of Midland, Texas and The First Tee of West Texas in establishing a "chapter" presence in Midland, Texas and at Hogan Park Golf Course. The mission of The First Tee is; *To impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf.*

The term of the agreement shall be from January 1, 2023, until December 31, 2024. The City of Midland and The First Tee of West Texas will have the option of renewing the agreement at the end of the term. Both parties also have the option to terminate the agreement with a written, 30-day notice of termination.

The City of Midland, Texas will provide:

1. Golf course spaces for locating programs, i.e., use of putting green, chipping areas, driving range, golf courses, practice golf holes, sand bunkers or other open areas not designated as a part of the golf course or defined practice area.
2. Range balls during scheduled classes.
3. Provide convenient times to The First Tee of West Texas to conduct scheduled classes.
4. Provide secure and accessible storage space for The First Tee of West Texas equipment.
5. Display areas outdoor and indoor at the golf course and club house to advertise and promote The First Tee of West Texas. (banner, flag, signage, counter and or wall posters, decals, pamphlets, business cards, etc.
6. Professional golf staff and other related employees will become knowledgeable of The First Tee programs and be able to briefly describe programs in a positive and encouraging manor to inquiries, parents and guardians. Professional staff and employees will offer printed material provided by The First Tee of West Texas and or direct phone inquiries to The First Tee West Texas staff.
7. Allow for professional staff to participate and be available for periodic appearances, demonstrations, or discussions with participants and or parents and guardians.
8. Schedule one evening event per session where professional staff will offer/provide a free 30 minute group introductory lesson to parents or guardians.
9. Allow professional staff or other employees to become a trained The First Tee coach if they choose.

The First Tee of West Texas will provide:

1. Trained instructors and volunteers – Golf Skills and Life-Skills.
2. The First Tee Life-Skills Experience curriculum and golf instruction including – Target, Player, and Par, Birdie, Eagle, Ace certification programs.

3. Bags tags and Yardage books
4. Schedules for all classes and camps throughout the year.
5. All necessary equipment to conduct classes including golf clubs.
6. Marketing materials and outreach to city and county youth for program participation.
7. Proof of liability insurance for all of The First Tee of West Texas events and programs naming Hogan Park Golf Course and The City of Midland, Texas as additionally insured.
8. The First Tee training – taking points instruction for all professional and pro shop staff.
9. The First Tee of West Texas will encourage participants and their parents/guardians to seek further golf instruction from Hogan Park Golf Course professional staff.
10. The First Tee of West Texas will offer paid coach training (Level I and above) to Hogan Park Professional staff or other select employees.

Agreed to this _____ day of _____, 2022

_____ _____

City of Midland, Texas The First Tee of West Texas

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15 Smith Rd. Suite 6000 Midland TX 79705	**CONTACT NAME:** Vanessa Moore **PHONE (A/C, No, Ext):** 972 770 7155 **FAX (A/C, No):** 432-694-2588 **E-MAIL ADDRESS:** Vanessa.Moore@marshmma.com
INSURED FIRSTTEEWE West Texas Youth Development Inc. 5017 Belle Grove Ct Midland TX 79705	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Co. 18058 **INSURER B :** Texas Mutual Insurance Company 22945 **INSURER C :** State National Insurance Company, Inc 12831 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 79204208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Professional GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PHPK2448789	8/8/2022	8/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1000000/2000000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2448789	8/8/2022	8/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB827283	8/8/2022	8/8/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002035868	8/8/2022	8/8/2023	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
A C A	Accident Insurance Cyber Liability Abuse & Molestation			PHPA109339 EHJADL00501133 PHPK2448789	8/8/2022 8/8/2022 8/8/2022	8/8/2023 8/8/2023 8/8/2023	Accident per particip Cyber Liability Occurrence/Aggregate	$25,000 $1,000,000 1000000/1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured form # PIGLDHS edition 10/11 applies to the General Liability policy.
Waiver of subrogation form # CG2404 edition 05/09 applies to the General Liability policy.
Primary & Non-Contributory General Liability form # PIGLDHS edition 10/11 .
Waiver of subrogation form # WC420304B edition 06/14 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

The City of Midland, Texas
300 N. Loraine Street, Suite 520
Midland TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: FIRSTTEEWE

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan Agency LLC		West Texas Youth Development Inc. 5017 Belle Grove Ct Midland TX 79705
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker’s Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

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City Council Meeting

Item Number: 24

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Community Services

Subject: MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT TO PROVIDE THE CITY OF MIDLAND HEALTH DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: ALL) (COMMUNITY SERVICES)

Purpose:

Motion authorizing the execution of a Medical Director Agreement between the City of Midland and the Midland County Hospital District for the purpose of providing professional medical director services.

Recommended City Council Action:

Approve

Fiscal Impact:

$24,000 annually.

Discussion:

State law requires a local health department manager to appoint a physician as the Health Authority in the local health department's jurisdiction, pending City Council approval. Services include advisement and assistance with infectious disease control, suppression, and prevention; supervision of protocols; review of manuals; and supervision of procedures and protocols for clinical services.

Dr. Lawrence Wilson has served as the Health Authority since January 1, 2021. Although the agreement can be extended for an additional two (2) years, staff has determined it is best to

amend the existing agreement to cut the time commitment in half as the need has declined since the height of the pandemic. The new agreement reduces the hours of service per month to approximately 10 hours for a total compensation of $2,000 per month (from 20 hours and $4,000). The initial term of the agreement was also changed to one (1) year with the option to extend the agreement for an additional one (1) year as there has been some discussion of the hospital changing their representative within the next year. The existing agreement has an initial term of two (2) years with the option to extend for an additional two (2) years.

Attachments:

Medical Director Agreement

Morris Williams Jr.

City Manager's Office

MEDICAL DIRECTOR AGREEMENT
BETWEEN
THE CITY OF MIDLAND, TEXAS
AND
MIDLAND HEALTH

This MEDICAL DIRECTOR AGREEMENT (the "Agreement") is entered into on this 1st day of January, 2023 (the "Effective Date"), by and between **The City of Midland, Texas**, a home-rule municipal corporation acting by and through its Health Department (the "COMHD"), and Midland County Hospital District dba **Midland Health**, a political subdivision of the state of Texas("MIDLAND HEALTH").

Section 1. MIDLAND HEALTH hereby agrees to provide COMHD with the professional services of Lawrence A. Wilson, MD ("Dr. Wilson,") a MIDLAND HEALTH employed physician, to act as MEDICAL DIRECTOR for the COMHD, subject to approval by the Midland City Council.

Section 2. In the event that Dr. Wilson is unable to fulfill his obligations for the Term of this Agreement (as defined herein), MIDLAND HEALTH agrees to provide a suitable member of its faculty to perform the services of Medical Director for the COMHD as set forth in this Agreement.

Section 3. MIDLAND HEALTH agrees its employed physician, Dr. Wilson, as Medical Director for the COMHD, shall perform the following duties under the administrative supervision of the City of Midland Health Department Manager:

(a) Approve clinic procedures, protocols, and standing orders for clinical services provided by COMHD professional and paraprofessional nursing and clerical staff, including:

(1) Supervision of procedures and protocols based on federal and state regulations, and on generally accepted standards of care.
(2) Approving COMHD manuals at least annually, after review and revision by COMHD clinic staff.
(3) Supervision of procedures and protocols for clinical services currently provided by COMHD, including immunizations and diagnosis and treatment of sexually-transmitted diseases.

(b) Provide COMHD with the physician provider number for submission of Medicare claims for influenza vaccine administration. The parties agree that duties provided as Medical Director under this Agreement do not include providing direct patient care.

Section 4. The parties agree and acknowledge that:

(a) Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties nor to grant power to bind the other party in any legal contract or in any other way without prior-written consent of the other party.

(b) Medical Director is providing Medical Director Services as part of COMHD'S workforce, as the term is defined under HIPAA, and is subject to confidentiality obligations applicable to COMHD'S employees and other persons under its control.

Section 5. The term of this Agreement shall begin on the Effective Date and last for a period of one (1) year (the "Initial Term"). COMHD shall have the right to extend the term of this Agreement for an additional one-year period (the "Subsequent Term") by providing written notice to Midland Health of COMHD's desire to extend the Agreement not later than sixty (60) days prior to the end of the Initial Term. The Initial Term and Subsequent Term are collectively referred to herein as the "Term."

Section 6. Each party represents and warrants on behalf of itself, that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients; that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances; and that any benefits given or received under this Agreement is not intended to induce, does not require, and is not contingent upon the admission, recommendation or referral of any patient, directly or indirectly, to the other party.

Section 7. The City of Midland shall pay MIDLAND HEALTH the sum of TWO THOUSAND AND N0/100 DOLLARS ($2,000.00) per month for approximately ten (10) hours of service per month, using the established procedures of the City of Midland. Both parties agree that Medical Director shall maintain a log of time spent with a description of the activities for each time period.

Section 8. MIDLAND HEALTH and COMHD represent and warrant that neither party has been excluded from any federal healthcare program, that no basis for such exclusion exists, to the best of the parties' knowledge, and that neither party has been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Both parties agree to immediately notify the other if either is subject to an inquiry, investigation, or final adverse action by a government agency, third-party payor, or intermediary as to the provision of services under this Agreement.

Section 9. Pursuant to 42 U.S.C. Section 1395x(v)(1)(1) and 42 C.F.R. Part 420, Subpart D Section 420.300 et seq., MIDLAND HEALTH and COMHD shall, until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly-authorized representatives access to this Agreement and to the parties books, documents and records necessary to certify the nature and extent of costs

of Medicare reimbursable services provided by Medical Director under this Agreement are carried out by means of a subcontract with an organization related to MIDLAND HEALTH/Medical Director, and such related organization provides the services at a value or cost of $10,000.00 or more over a twelve-month period, then the subcontract between MIDLAND HEALTH/Medical Director and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

Section 10. 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 on laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. 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.

Section 11. The parties' 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.

Section 12. Either party may terminate this Agreement at will, for no or any reason, upon giving the other party at least one hundred twenty (120) days' written notice. The parties understand and agree that it is in either party's sole discretion to cancel this Agreement during the Term without penalty to said party. The parties have no expectation and have received no guarantees that this Agreement will not be terminated before the end of the Term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the Term. All work and services under this Agreement shall be suspended upon termination of the Agreement becoming effective.

EXECUTED by the parties, or their duly authorized representatives, to be and become effective on the Effective Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

MIDLAND COUNTY HOSPITAL DISTRICT
DBA MIDLAND HEALTH

_____
Russell Meyers,
President/Chief Executive Officer

City Council Meeting

Item Number: **25**

Meeting Date: **December 13, 2022**

To: **City Council / City Manager**

From: **Cristina Odenborg Burns, Director of Community Services**

Subject: **Motion authorizing the City Manager to execute letter agreements with Midland Sports, Inc., consenting to Midland Sports, Inc.'s and Midland Concessions, Inc.'s assignment of the following agreements to DBH Midland, LLC: (i) that certain Baseball Park and Office Space Agreement dated May 23, 2000, as amended; (ii) that certain Service Contract dated September 13, 2017, as amended; and (iii) that certain Sponsorship Agreement dated August 4, 2022, between Midland Sports, Inc., and Diamondback E&P LLC. (DISTRICT 4) (COMMUNITY SERVICES)**

Purpose:

Consider a motion authorizing the City Manager to execute letter agreements with Midland Sports, Inc., consenting to Midland Sports, Inc.'s and Midland Concessions, Inc.'s assignment of the following agreements to DBH Midland, LLC: (i) that certain Baseball Park and Office Space Agreement dated May 23, 2000, as amended; (ii) that certain Service Contract dated September 13, 2017, as amended; and (iii) that certain Sponsorship Agreement dated August 4, 2022, between Midland Sports, Inc., and Diamondback E&P LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no fiscal impact in approving this motion.

Discussion:

On December 6, 2022, the Midland Rockhounds announced that the franchise has entered in an agreement with a new ownership partner, Diamond Baseball Holdings (DBH). Because of this, we will need to execute letter agreements with the Rockhounds consenting to the change

in ownership for the following agreements: Baseball Park and Office Space Agreement, Service Contract for concessions, and a sponsorship agreement with Diamondback E&P, LLC. This change in ownership should not affect the terms in each agreement.

Attachments:

Letter Agreements
Baseball Park and Office Space Agreement, Renewal Letter, and Fourth Addendum
Service Contract with Midland Concessions, Inc, and Renewal letter
Sponsorship Agreement with Diamondback
Press Release – Rockhounds Announce Diamond Baseball Holdings as New Ownership Partner
Press Release – Overview of the Ownership Agreement & Frequently Asked Questions

Morris Williams Jr.

City Manager's Office

5514 CHAMPIONS DRIVE
MIDLAND, TX 79706

432.520.2255
MIDLANDROCKHOUNDS.ORG

November 29, 2022

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attention: City Attorney John Ohnemiller
Attention: City Manager Robert Patrick

Re: Baseball Park and Office Space Agreement, dated as of May 23, 2000, as amended and supplemented from time to time (the "*Agreement*"), by and between Midland Sports, Inc. ("*MSI*" or "*we*") and City of Midland ("*City*" or "*you*")

Robert and John:

As you may be aware, MSI entered into an Asset Purchase Agreement, dated as of November 23, 2022 (the "***Purchase Agreement***"), by and among MSI, Midland Concessions, Inc. ("***MCI***"), and DBH Midland, LLC ("***DBH***"), pursuant to which, among other things, DBH will acquire substantially all of the assets of MSI and MCI (the "***Transaction***").

This letter is to advise you that, in connection with the Transaction and in accordance with the terms of the Purchase Agreement, MSI proposes to assign its rights and obligations under the Agreement (the "***Assignment***") to DBH, and DBH will assume all rights and obligations of MSI under the Agreement from and after the closing date (the "***Closing Date***") of the Transaction. Under the terms of Article III of the Agreement, the Transaction may constitute an assignment requiring your written consent.

Accordingly, we hereby request that an authorized representative of the City countersign this letter in the appropriate space provided below, which countersignature will constitute, effective upon the Closing Date and to the extent required under the Agreement, (i) the City's consent to the Assignment that shall occur as a result of the Transaction, (ii) the City's acknowledgement that the consummation of the Transaction, including, without limitation, the Assignment, shall not be deemed a breach, or default under, any provision of the Agreement and that any requirements under the Agreement for consent or otherwise required in connection with the Transaction have hereby been satisfied or waived, (iii) the City's release and waiver of all termination rights, notice requirements, or other procedural requirements that may arise under the terms of the Agreement as a result of the Transaction, and (iv) the City's acknowledgement that,

FRANCHISE EST. 1972
DOUBLE-A AFFILIATE OF THE OAKLAND A's SINCE 1999

notwithstanding the Transaction or the Assignment, the Agreement will remain in full force and effect following the Transaction.

Please have your authorized representative countersign this letter in the appropriate space below and return an executed countersigned copy of this letter by email to Monty Hoppel at mhoppel@midlandrockhounds.org. The Assignment is contingent upon the closing of the Transaction. We would appreciate your response to this request at your earliest convenience and in any event no later than December 13, 2022.

If the Transaction does not occur for any reason, this letter will be null and void and of no effect. This letter may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single letter. Electronic copies of this letter and signatures thereon shall have the same force, effect and legal status as originals. Delivery of an executed signature page to this letter by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

If you have any questions, please do not hesitate to contact me at 432-553-1354. Thank you in advance for your prompt attention to this matter.

[*Signature Page Follows*]

Very truly yours,

MIDLAND SPORTS, INC.

By: _____
Name: Monty Hoppel
Title: Secretary/GM

Acknowledged and Agreed
as of the date first written above:

CITY OF MIDLAND

By _____
Name:
Title:

5514 CHAMPIONS DRIVE
MIDLAND, TX 79706

432.520.2255
MIDLANDROCKHOUNDS.ORG

November 29, 2022

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attention: City Attorney John Ohnemiller
Attention: City Manager Robert Patrick

Re: City of Midland Service Contract, dated as of September 13, 2017, as amended and supplemented from time to time (the "*Agreement*"), by and between Midland Concessions, Inc. ("*MCI*" or "*we*") and City of Midland ("*City*" or "*you*")

Robert and John:

As you may be aware, MCI entered into an Asset Purchase Agreement, dated as of November 23, 2022 (the "***Purchase Agreement***"), by and among MCI, Midland Sports, Inc. ("***MSI***"), and DBH Midland, LLC ("***DBH***"), pursuant to which, among other things, DBH will acquire substantially all of the assets of MCI and MSI (the "***Transaction***").

This letter is to advise you that, in connection with the Transaction and in accordance with the terms of the Purchase Agreement, MCI proposes to assign its rights and obligations under the Agreement (the "***Assignment***") to DBH, and DBH will assume all rights and obligations of MCI under the Agreement from and after the closing date (the "***Closing Date***") of the Transaction. Under the terms of Section 21 of the Agreement, the Transaction may constitute an assignment requiring your written consent.

Accordingly, we hereby request that an authorized representative of the City countersign this letter in the appropriate space provided below, which countersignature will constitute, effective upon the Closing Date and to the extent required under the Agreement, (i) the City's consent to the Assignment that shall occur as a result of the Transaction, (ii) the City's acknowledgement that the consummation of the Transaction, including, without limitation, the Assignment, shall not be deemed a breach, or default under, any provision of the Agreement and that any requirements under the Agreement for consent or otherwise required in connection with the Transaction have hereby been satisfied or waived, (iii) the City's release and waiver of all termination rights, notice requirements, or other procedural requirements that may arise under the terms of the Agreement as a result of the Transaction, and (iv) the City's acknowledgement that, notwithstanding the Transaction or the Assignment, the Agreement will remain in full force and effect following the Transaction.

FRANCHISE EST. 1972
DOUBLE-A AFFILIATE OF THE OAKLAND A's SINCE 1999

Please have your authorized representative countersign this letter in the appropriate space below and return an executed countersigned copy of this letter by email to Monty Hoppel at mhoppel@midlandrockhounds.org. The Assignment is contingent upon the closing of the Transaction. We would appreciate your response to this request at your earliest convenience and in any event no later than December 13, 2022.

If the Transaction does not occur for any reason, this letter will be null and void and of no effect. This letter may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single letter. Electronic copies of this letter and signatures thereon shall have the same force, effect and legal status as originals. Delivery of an executed signature page to this letter by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

If you have any questions, please do not hesitate to contact me at 432-553-1354. Thank you in advance for your prompt attention to this matter.

[*Signature Page Follows*]

Very truly yours,

MIDLAND CONCESSIONS, INC.

By: _____
Name: Monty Hoppel
Title: Secretary/GM

Acknowledged and Agreed
as of the date first written above:

CITY OF MIDLAND

By _____
Name:
Title:

[Signature Page to Consent]

5514 CHAMPIONS DRIVE
MIDLAND, TX 79706

432.520.2255
MIDLANDROCKHOUNDS.ORG

November 29, 2022

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attention: City Attorney John Ohnemiller
Attention: City Manager Robert Patrick

Re: Sponsorship Agreement, dated as of August 4, 2022 (the "*Agreement*"), by and between Midland Sports, Inc. ("*MSI*" or "*we*") and Diamondback E&P LLC

Robert and John:

As you may be aware, MSI entered into an Asset Purchase Agreement, dated as of November, 23, 2022 (the "***Purchase Agreement***"), by and among MSI, Midland Concessions, Inc. ("***MCI***"), and DBH Midland, LLC ("***DBH***"), pursuant to which, among other things, DBH will acquire substantially all of the assets of MSI and MCI (the "***Transaction***").

This letter is to advise you that, in connection with the Transaction and in accordance with the terms of the Purchase Agreement, MSI proposes to assign its rights and obligations under the Agreement (the "***Assignment***") to DBH, and DBH will assume all rights and obligations of MSI under the Agreement from and after the closing date (the "***Closing Date***") of the Transaction. Under the terms of Section 9 of the Agreement, the Transaction may constitute an assignment requiring your written consent.

Accordingly, we hereby request that an authorized representative of the City countersign this letter in the appropriate space provided below, which countersignature will constitute, effective upon the Closing Date and to the extent required under the Agreement, (i) the City's consent to the Assignment that shall occur as a result of the Transaction, (ii) the City's acknowledgement that the consummation of the Transaction, including, without limitation, the Assignment, shall not be deemed a breach, or default under, any provision of the Agreement and that any requirements under the Agreement for consent or otherwise required in connection with the Transaction have hereby been satisfied or waived, (iii) the City's release and waiver of all termination rights, notice requirements, or other procedural requirements that may arise under the terms of the Agreement as a result of the Transaction, and (iv) the City's acknowledgement that, notwithstanding the Transaction or the Assignment, the Agreement will remain in full force and effect following the Transaction.

Please have your authorized representative countersign this letter in the appropriate space below and return an executed countersigned copy of this letter by email to Monty Hoppel at mhoppel@midlandrockhounds.org. The Assignment is contingent upon the closing of the Transaction. We would appreciate your response to this request at your earliest convenience and in any event no later than December 13, 2022.

If the Transaction does not occur for any reason, this letter will be null and void and of no effect. This letter may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single letter. Electronic copies of this letter and signatures thereon shall have the same force, effect and legal status as originals. Delivery of an executed signature page to this letter by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

If you have any questions, please do not hesitate to contact me at 432-553-1354. Thank you in advance for your prompt attention to this matter.

[*Signature Page Follows*]

Very truly yours,

MIDLAND SPORTS, INC.

By: _____
Name: Monty Hoppel
Title: Secretary/GM

Acknowledged and Agreed
as of the date first written above:

CITY OF MIDLAND

By _____
Name:
Title:

BASEBALL PARK AND OFFICE SPACE AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of May, 2000, by and between the City of Midland, Texas, a home rule municipal corporation hereinafter referred to as the "City", and Midland Sports, Inc., a Texas corporation hereinafter referred to as "MSI".

WHEREAS, the City is to construct and own a certain baseball stadium as part of the Scharbauer Sports Complex in Section 37, Block 40, TWP I-S T&P RR Co. Survey, Midland County, Texas; and

WHEREAS, the City will also own adjacent to the stadium, an office building; and

WHEREAS, MSI desires to lease these facilities to conduct its operations;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the parties have agreed and do hereby agree as follows:

ARTICLE I - MUNICIPAL BASEBALL STADIUM

Section 1. Conveyance of Leasehold The City does hereby let and demise to MSI its baseball stadium which shall hereinafter be referred to as the "Park", see attached Exhibit "A".

Section 2. Lease Term The term of this Agreement shall be from April 1, 2002 until March 30, 2017, (the "lease term") subject, however, to earlier termination as provided herein. At the conclusion of the initial fifteen-year term, MSI shall have the option to renew this agreement for an additional five-year term from April 1, 2017 until March 30, 2022. At the conclusion of the first five-year renewal term, MSI shall have the option to renew this agreement for a second five-year term from April 1, 2022 until March 30, 2027.

Section 3. Right of Occupancy MSI shall have the right to occupy the Park between the dates of April 1 and September 30, both dates inclusive, during each year of the lease term, beginning with April 1, 2002. MSI specifically reserves the right to occupy the Park

for baseball games, events promoted by MSI or special events during other times of the year with the prior approval of the City which shall not be unreasonably withheld. MSI may have access to the Park for the purpose of moving equipment and other property into the facilities and setting up its operations as of February 1, 2002.

Section 4. Park Use MSI shall use the Park for the playing of Texas League Baseball under its franchise in that League and agrees to field a team of AA classification affiliated with major league baseball each year of the term hereof unless neither the Texas League nor any successor organization is in operation. The Park shall be the home stadium of MSI's baseball club. All games scheduled at home shall be played at the Park. With the City's consent, which shall not be unreasonably withheld, MSI may host other events in the Park during its period of occupancy. MSI shall provide one regular suite for exclusive City use at and during each event.

Section 5. Reservation of Rights The City specifically reserves the right to hold special recreational, amusement, entertainment and civic sporting events in the Park while MSI's baseball club is on the road, subject to coordination with MSI, and the City shall leave the Park and facilities in as good condition as when accepted. MSI understands that the City has the right of occupancy between the dates of October 1 and March 31, both dates inclusive, of each year during the term of this Agreement and may use the Park for any purpose during that time. City will at all times coordinate the aforemention events with MSI and consider the primary use of the playing field for baseball use.

Section 6. Third-Party Use and Indemnification Before using or authorizing any other person or entity to use any sound system, concession equipment, or other MSI property at the Park, the City shall seek the consent of MSI, which consent shall not be unreasonably withheld. Should any third party using the Park, as authorized by the City, damage any MSI

property which MSI has advised the City is at the Park, the City shall indemnify MSI for the damage up to $2,000.00 per occurrence subject to the following conditions: (1) MSI must make reasonably diligent efforts to collect its damages from the damaging party and (2) if MSI fails to collect, it shall assign its collection rights up to $2,000.00 to the City.

Section 7.

A. Rent MSI shall pay in advance to the City for the use and occupancy of the Park the sum of $4,160.00 per month, with payment to be made on or before the 1st day of each month during the pendency of the lease. MSI shall also pay as an additional lease payment the lump of $50,000.00 per year during the initial 15 year lease term. This $50,000.00 payment shall be due on or before September 30 of each year. MSI's baseball club shall schedule and make a good faith effort to play a minimum of 68 home games in the Park each baseball season during the lease term, and, shall pay to the City the aforementioned minimum rental each season therefor, even if less than 68 home games are actually played. It is agreed that the promise of the additional rent payments was relied to the City's detriment in its decisions relating to the construction of the Park.

B. Late Charge It is agreed by the parties hereto that if MSI does not make payment according to this article, the City shall collect a late charge of one and one-half percent (1½%) per month on the unpaid sum beginning with the date the rent was due.

Section 8. Concession Rights

A. MSI has exclusive concession rights at the Park during baseball games played by MSI's baseball club during the period of its occupancy, and for any event sponsored or promoted by MSI. The term "concession" shall mean revenues received from sign advertising, scorebooks, promotional event and item advertising, television rights, radio rights and the sale of all refreshment and souvenir goods, wares and merchandise at the Park,

including beer, together with such other miscellaneous income as is derived from advertising (except scoreboard advertising) or other comparable activities. The content and appearance of any advertising, however, shall be subject to the approval of the City.

B. All food, drinks, beverages, confections and other items sold or kept for sale at the Park shall conform in all respects to the federal, state and city regulations, and shall be subject to inspection and approval or rejection by the City/County Health Officer or his duly authorized representative. MSI shall post in a conspicuous place at each concession stand, whether such stand is permanent or temporary, a complete list of prices of all articles offered for sale.

C. In addition to professional baseball games and events promoted or sponsored by MSI, MSI shall have the first right to operate any foodstuffs concessions in the Park for all other events. MSI shall pay to the City fifteen percent (15%) of its gross income net of taxes from the sale of such concessions at these events. Should MSI not elect to provide foodstuffs concessions at such events, the City may do so and have access and use to all concession equipment. All other types of concessions sold, except sign advertising, during events other than professional games and events promoted or sponsored by MSI including, but not limited to, revenues from radio, television, newspaper, other media coverage, and novelty items peculiar to such events, shall belong exclusively to the City.

D. MSI shall pay an amount equal to the amount that concession utilities exceed that paid for concession utilities during the first year of operation, except that, in no event, shall this amount exceed $1,000.00 for any given year. For example, if the concession utility bill in year one is $7,000.00 and year two is $7,150.00, then MSI would pay the additional $150.00, and any such increase up to $1,000.00 in each subsequent year.

E. The City will provide basic construction of the concession areas. Basic construction will include typically concrete masonry unit or gypsum walls, sealed concrete floor and exposed structure ceilings, as well as general office level lighting and power outlets. Exterior signage will also be provided. A separate electrical panel will be provided to accommodate additional power requirements in the kitchen area. Basic construction will also include general level HVAC and controls. The City will provide counter space at the serving windows with roll-down partitions, and an interior wall in each concession area. Each concession space will be equipped with an electric hot water heater for hot water and a supply line for cold water. City will also furnish floor drains. Basic construction of the Club Lounge area will include painted walls, carpet and/or tile floors and lay-in ceiling with standard grade and colors.

MSI shall be responsible for build-out of concession areas, as well as providing all concession equipment needed for the food preparation and service areas. Build-out will include specialized mechanical equipment, such as exhaust fans, vent hoods, fans, walk-in coolers, which will be additional to the basic construction. Additional lighting and/or power requirements for the specialized use by the concessionaire are considered build-outs. Mill works, such as display cabinets and shelving, are also incorporated into the build-out. Specialty signage within the concession areas, such as menu billboards or advertisements, are considered outside of basic construction. MSI is also solely responsible for food service equipment and other appurtenances required for a complete functioning concession area. In the event of default by MSI, title to all concession equipment, including fixtures, shall vest in the City.

Section 9. Scoreboard Advertising Any and all advertising on the scoreboard shall be the exclusive right of and under the exclusive control of the City. Further, there shall be

no signage or advertising placed within ten (10) feet of such scoreboard without the written permission of the City; provided, however, that MSI may advertise on the fence directly below such scoreboard so long as such advertising is first approved in writing by the City. The MSI shall be entitled to receive 50% of the net advertising revenue received by the City from scoreboard advertising.

Section 10. Parking Facilities The City shall make available the existing parking facilities adjacent to the Park for use in connection with the baseball games. When events are staged simultaneously, subject to the expressed consent of MSI during its primary right of occupancy, each of the parties shall have the joint use of the parking areas for its patrons. MSI shall not charge for parking unless agreed to by the City. If any charge is made for parking, the City and MSI shall share that net parking revenue equally. MSI shall also be responsible for provision of any necessary parking personnel.

Section 11. Personnel at Games & Events MSI shall furnish at its own expense its tickets of admission, ticket sellers, ticket takers, parking personnel, ushers and other employees necessary for the proper use and occupancy of the Park by MSI, including any policemen if deemed necessary by MSI.

Section 12. Maintenance and Clean-up MSI shall be responsible for maintenance of the playing field, not including the bermed and landscaped areas, according to Texas League standards. MSI shall be responsible for all after-game cleanup costs for professional baseball games and other events promoted by MSI. MSI's after-game cleanup of the Park will include the playing field, tunnels, restrooms, spectator areas, parking lot, and the grassy berms which surround the field.

The City will be responsible for cleanup after special events not promoted or sponsored by MSI. City and MSI will determine a mutually agreed upon fee for grounds

maintenance associated with the aforementioned events. City will also provide all necessary maintenance and repair to the Park, both structural and otherwise including but not limited to: maintenance and replacement of the lights in the Park; maintenance of the grassy berms surrounding the playing field; maintenance of all trees; and provision of all utilities. The City shall not be responsible for painting the outfield fences. The City shall consult MSI regarding the necessity, priority, and scheduling of maintenance but shall not be bound by MSI's recommendations.

Section 13. Lights If the City changes the focus of the lights during its period of occupancy, it shall refocus the same at its expense prior to the beginning of the baseball season. Lights will be maintained to Double A baseball standards.

Section 14. Purchasing Policy For all capital improvements made to the Park by MSI where MSI anticipates reimbursement by City, MSI shall comply with Chapter 252 and Chapter 271 of the Local Government Code which are incorporated herein by reference for all legal purposes.

Section 15. Miscellaneous Equipment MSI shall provide all office and clubhouse equipment, furniture, pressbox items, stadium suite items, field tarp, batting cage nets, cleanup equipment, and souvenir cases.

ARTICLE II - ADMINISTRATIVE OFFICE LEASE

Section 1. Conveyance of Leasehold The City will own office space at the Park. The City hereby leases administrative office space to MSI and MSI hereby takes from the City the administrative office space on a year-round basis for the term of this Agreement as such term is defined in Article I, Section 2. Administrative office space will include office, ticket and souvenir areas.

Section 2. Condition of Premises MSI shall, at its own expense, keep the administrative office and its fixtures in good condition and repair, and shall suffer no waste. Such repairs will be limited to $500.00 per occurrence. City will pay for all necessary repairs over $500.00 per occurrence. At the cancellation of this Agreement, whether by mutual consent or by default of the terms and conditions contained herein, MSI shall deliver up the administrative office in good order and condition, natural wear and tear excepted.

Section 3. Alterations MSI shall not make any alterations to the administrative office without the consent, in writing, of the Director of Community Services and the City Manager of the City of Midland.

Section 4. Liability The City shall not be liable to MSI for any damage to, theft from, or vandalism of the administrative office.

Section 5. Utilities The City will supply to MSI heat, air conditioning, and electricity for use at the administrative office space at MSI's expense. City shall invoice MSI for such heat, air conditioning, and electricity, and MSI shall pay the amount indicated on such invoice within 20 days of receipt of such invoice. Janitorial services, all supplies, and other utilities used by MSI for operation of the administrative office shall be solely the responsibility of MSI.

ARTICLE III - GENERAL TERMS

Section 1. Application Unless otherwise indicated all the terms and conditions listed under this Article shall be applicable to the lease of both the Park as described in Article I, and the administrative office described in Article II. As used in this Article, the term "the premises" shall refer to the administrative office, the Park, and the parking facilities and the administrative office.

Section 2. Laws and Regulations MSI will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. MSI shall, at its own expense, comply with all ordinances of the City of Midland applicable to the premises. MSI shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. The City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

Section 3. Nondiscrimination MSI for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises, (2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be denied the participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) MSI shall use the premises in compliance with all of the requirements imposed by or pursuant to Nondiscrimination of Federally-Assisted Programs in the Effectuation of Title VI of the Civil Rights Act of 1964, and as those regulations have been and may be amended.

Section 4. Inspection MSI agrees that the City shall have the right to enter upon the premises at all reasonable times for the purpose of inspection and to insure enforcement of ordinances and laws governing MSI's occupancy of the premises.

Section 5. Independent Contractor MSI shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. MSI shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invites. In no event shall any person participating in or performing any of MSI's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

Section 6. Taxes and Other Payments MSI does hereby accept full and exclusive liability for the payment of any and all taxes due the state and federal governments including but not limited to all contributions or taxes due for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law, which are measured by wages, salaries or other remuneration paid to persons employed by MSI for work performed under the terms of this Agreement and shall indemnify and save harmless the City from any such contributions or taxes or liability therefor.

Section 7. Insurance

A. General Liability At all times during the lease term MSI shall provide and keep in force liability insurance covering MSI and naming the City as an additional insured with MSI. Said insurance shall protect the City and MSI against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by MSI, its employees, agents, contractors, licenses, invites, guests, assigns, or other persons admitted by MSI to the premises including, but not limited to, liability for any and all claims arising out of the partaking or consumption of food or beverages sold at the premises. This insurance shall be carried by one or more insurance companies duly

authorized to transact business in Texas, selected by MSI and approved by the City, and shall be paid for by MSI. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect the City and MSI against liability to any employees or servants of MSI and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises.

B. Construction Liability MSI agrees to obtain and maintain construction liability insurance at all times when demolition, excavation, or construction work is in progress on the premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by MSI and approved by the City, and shall be paid for by MSI. This insurance shall be for not less than the amount of $1,000,000.00 combined single limit, per occurrence, and shall protect the City and MSI, as well as any other person or persons MSI may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises. The insurance policy shall name the City as an additional insured.

C. Liquor Liability In the event MSI sells, furnishes, or allows to be consumed any alcoholic beverages on the premises, MSI shall provide and keep in force legal liquor liability insurance protecting the City and MSI against liability to any person or persons whose property damage or personal injury arises out of or in connection with the use or consumption of alcoholic beverages which are sold, furnished, or consumed on the premises. Such insurance shall be kept in force at all times when alcoholic beverages are sold, furnished, or consumed on the premises. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by MSI and approved by the City, and shall be paid for by MSI. The City shall be named as an additional

insured with MSI on all such insurance policies. The insurance provided pursuant to this Section shall be for not less than the amount of $1,000,000.00 combined single limit, per occurrence.

D. Property Insurance MSI agrees to obtain and maintain property insurance on the premises throughout the lease term. This insurance shall be carried by an insurance company duly authorized to transact business in Texas, selected by MSI and approved by the City, and shall be paid for by MSI. The insurance provided pursuant to this Section shall be in an amount not less than $500,000.00 for each occurrence.

E. Workers' Compensation MSI shall carry workers' compensation insurance with limits of at least the minimum limits required by Texas law. This insurance policy shall provide the City with a waiver of subrogation as to the City.

F. Miscellaneous MSI need not carry insurance on the Park during those parts of the calendar year it does not have the right of occupancy except that MSI must carry insurance of the types listed above if it holds an event in the Park during the City's period of occupancy. The City shall carry fire insurance on the Park. MSI shall provide, at its own expense, any fire insurance coverage it deems advisable on its own equipment installed therein. In the event that the premises are damaged by fire or by any other agency for which proceeds from insurance are available, all proceeds derived therefrom shall be forthwith used in the repair, reconstruction, or replacement of the premises to the extent necessary.

Section 8. Certificates of Insurance MSI shall furnish the City with certificates of all insurance required by this Agreement. MSI agrees that if it does not keep this insurance in full force and effect as required by this Article, the City may notify MSI of this failure, and if MSI does not deliver to the City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, the City may, at its option, take out and/or

pay the premiums on the insurance needed to fulfill MSI's obligations under the provisions of this Article. Upon demand from the City, MSI shall reimburse the City the full amount of any insurance premiums paid by the City pursuant to this Section, with interest at the rate of 10 percent per annum from the date of the City's demand until reimbursement by MSI.

Section 9. Indemnity

A. Generally MSI agrees to indemnify, hold harmless and defend the City and all of the City's officers, agents and employees, both corporately and individually, from all suits, actions, claims, assessments, fines and/or penalties, 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 arising from any use of the premises; or any part of the premises; or caused by any defect in the premises or any building, structure, improvement, equipment, or facility on the premises; or by or from any accident, fire, rain, snow, water, ice, sleet, storms or other casualty; or occasioned by breakage, stoppage or leakage of water, gas, sewer pipe or plumbing upon, about or adjacent to the premises; or caused by any negligent act of MSI its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement, **OR ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY, THE 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 THE NEGLIGENCE OF MSI OR MSI'S EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT**; and MSI will

be required to pay any judgment with costs which may be obtained against the City or any of its officers, agents or employees, corporately or individually, including attorney's fees, such indemnity not being limited by any amounts of insurance coverage required by this Agreement.

B. Subcontractors MSI agrees that it will indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of or in any way connected with the performance of this Agreement. When City so desires, MSI shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

C. Workers' Compensation MSI agrees to be responsible for the workers' compensation insurance on its employees. If any direct claim for workers' compensation benefits is asserted against the City by any of said employees or, in the event of death, by their personal representative(s), then upon written notice from the City, MSI shall undertake to defend the City against such claim(s) and shall indemnify and hold the City harmless from and against any such claim(s) to the extent of all benefits, costs of litigation, disbursements and attorneys' fees incurred in connection therewith.

Section 10. Force Majeure If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited. Should MSI be temporarily prohibited from honoring this Agreement by force majeure, the City reserves the right to

extend the term of this Agreement for a time period equal to the time period that MSI was prevented from honoring this Agreement.

Section 11. Assignment and Sublease MSI shall not sell or assign its leasehold estate in its entirety or any portion of it without the written consent of the City, such consent not to be unreasonably withheld. MSI shall not sublet the premises or any portion of them or any portion of any building or other improvement erected on the premises without the written consent of the City. In the event that the City does consent to any sale, assignment or subletting of MSI's leasehold, such consent shall not release MSI from any obligations due at the time of the assignment under this agreement or waive any rights of the City. Further, MSI shall not authorize any liens on any of the structures at the Park or on any of the areas or fixtures involved in the build-out of the concession area.

Section 12. Termination.

A. Default Should MSI default in the performance of any covenant, condition, or agreement in this Agreement, and not correct the default within thirty (30) days after receipt of written notice from the City, the City may declare this Agreement, and all rights and interests created by it, to be terminated. Upon the City's electing to terminate, this Agreement shall cease and come to an end as if the day of the City's election were the day originally fixed in this Agreement for its expiration. The City or the City's agent or attorney may resume possession of the premises and relet them for the remainder of the term at the best rent obtainable for the account of MSI, who shall make good any deficiency. Provided that should MSI cure all defaults within the 30 day notice, this Agreement shall not be canceled. The City may, in its discretion, allow MSI more than 30 days to cure defaults if such time is, in the opinion of the City, reasonably necessary. MSI shall similarly, give the

City at least 30 days notice of any alleged default and give opportunity to cure prior to instituting any action to cancel this Agreement.

B. Outstanding Obligations Any termination of this Agreement as provided in this Article shall not relieve MSI from the payment of any sum or sums that are due and payable to the City under this Agreement at the time of termination, or any claim for damages then or previously accruing against MSI under this Agreement, and any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from MSI for any default under this Agreement.

C. Corporate Transfer If, at any time during the term of this Agreement, any part or all of the corporate shares of MSI shall be transferred by sale, assignment, bequests, inheritance, operation of law, or other disposition, except transfers resulting from death or legal incompetence, so as to result in a change in the present control of MSI by the person or persons now owning a majority of MSI corporate shares, without the consent of the City, the City may terminate this Agreement at any time after such change in control. The City shall not withhold its consent to a transfer if the transferees are accepted by the Texas Baseball League and supply to the City financial statements identical to those they supply the Texas Baseball League, and if the transferees supply to the City reports of personal and professional history.

D. Audit MSI agrees to maintain financial records pertaining to all obligations relative to this Agreement in accordance with standard accounting principles and procedures and to retain such records and supporting documents for a period of three years or, in the event of an audit by the City of those records, for three years after any audit findings are made. MSI shall permit the City to audit these records at any time, subject to forty-five (45)

days advance written notice. This right of audit shall be limited to those records which relate to this Agreement only, and shall not include any other records of MSI such as personnel agreements, professional baseball agreements or player development contracts.

E. Bankruptcy If at the date fixed as the commencement of the lease term or at any time during the lease term there shall be filed by or against MSI in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of MSI's property or if MSI makes an assignment for the benefit of creditors, this Agreement, at the option of the City, may be canceled and terminated in which event neither MSI nor any person claiming through or under MSI by virtue of any statute or of any order of any court shall be entitled to possession of the premises but shall forthwith quit and surrender the premises. The City, in addition to the other rights and remedies it has by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit, or monies received by it from MSI or others in behalf of MSI. Provided, however, MSI shall have 60 days to obtain dismissal of an involuntary petition in bankruptcy before the City may terminate this Agreement.

F. Acceleration of Payments In addition to and cumulative with any other remedies which the City has reserved in this Agreement, in the event of any default by MSI of the terms of this Agreement, the City reserves the right to accelerate all rents and payments to be made by MSI to the City during the term of this Agreement and to declare the same immediately due and payable. This paragraph applies to, but is not limited to, the agreement on the part of MSI to pay the $4,160.00 monthly and the $50,000.00 annually during the term of this Agreement and the agreement of MSI to field a baseball team and play a minimum of 68 home games per season.

G. Cumulative Rights and Remedies All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

H. Waiver No waiver by the City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

Section 13. Nonappropriation In the event that the City fails to appropriate money for payment under this Agreement in fiscal years subsequent to the year in which this Agreement is executed, then all provisions requiring City disbursements shall be null and void. Should the City fail to appropriate money for this contract in subsequent fiscal years, MSI shall be obligated to fulfill its obligations under this Agreement through the later of: (1) May 1, 2005, (2) one year from the date the City adopts the budget in which it fails to appropriate the funds, or (3) the end of the current lease term.

Section 14. Financial Assurance. During the initial fifteen-year term, MSI shall post with the City a bond or letter of credit or deposit in a form approved by the City's attorney partially and unconditionally indemnifying the City in the event of any default by MSI on the payments it has agreed to make to the City under this Agreement, or a default on any of the terms of the Agreement including this Section. From April 1, 2002 until March 30, 2007, this bond, letter of credit, or deposit shall be in the amount of $250,000.00. From April 1, 2007 until March 30, 2012, this bond, letter of credit, or deposit shall be in the amount of $100,000.00. From April 1, 2012 until March 30, 2017, this bond, letter of credit or deposit

shall be in the amount of $50,000.00. MSI may comply with the terms of this Section by supplying the City an approved bond or letter of credit with a term of fifteen (15) or fewer years but not fewer than one (1) year. However, should MSI supply a bond or letter of credit with the term of fewer than fifteen (15) years, MSI must, at least sixty (60) days before the expiration or cancellation of the bond or letter of credit, renew or replace it with a new bond or letter of credit for a minimum of one additional year. A failure by MSI to renew or replace that bond or letter of credit prior to sixty (60) days before the expiration or cancellation of that bond or letter of credit shall be deemed a material default of the terms of this Agreement and a ground for the City to collect in full the amount on the existing bond or letter of credit without any notice to MSI, regardless of the language of Article III, Section 12 of this Agreement. Furthermore, should MSI supply to the City a bond or letter of credit with the term of fewer than fifteen (15) years, that bond or letter of credit must require the bonding company issuing that bond or letter of credit to give at least sixty (60) days notice to the City prior to the expiration or cancellation of that bond or letter of credit. Notice must be given pursuant to Article III, Section 20 of this Agreement. Regardless of any language in the Agreement to the contrary, the City shall make no payments pursuant to Article I, Section 15 of the Agreement, unless MSI shall be in full compliance with the terms of this Section by supplying to the City the bond or letter of credit or deposit herein required. It is specifically understood that the bond or letter of credit or deposit called for by this Section shall not be the exclusive remedy available to the City in the event of a default by MSI but shall be cumulative with any other right reserved by the City in the Agreement or available to the City in law or in equity.

Section 15. Improvements. It is expressly agreed and understood that the City is under no obligation to make any structural alterations or other improvements to the premises

during the term hereof except where otherwise provided herein, and MSI expressly waives any right to make demand for same upon the City. The City expressly reserves the right to enter upon the premises without notice, at reasonable times during reasonable hours for the purpose of making or furnishing repairs, services or improvements.

Section 16. Adjustments MSI and the City agree that on May 1, 2007, the rental for the use and occupancy of the Park, as set out in Article I, Section 7, shall be increased to $4,165.00 per month. On May 1, 2012, the rental shall be increased to $4,170.00 per month. All other procedures and requirements set forth in Article I, Section 7 shall remain the same.

Section 17. Venue The obligations of the parties to this Agreement shall be performable in Midland County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Midland County, Texas. All payments shall take place in Midland County, Texas

Section 18. Governing Law This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

Section 19. Notice Any notice or demand required to be made hereunder, or that shall be made regarding this Agreement, shall be made in writing and shall be deemed given when personally delivered or after its deposit with the United States Mail, postage prepaid, certified or registered mail, and addressed as follows:

If to the City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services at the same address
If to MSI:	Miles Prentice Eaton & Van Winkle 3 Park Avenue

16th Floor
New York, New York 10016

with a copy to:

Monty Hoppel, General Manager
Midland Rockhounds
P.O. Box 51187
Midland, Texas 79710-1187

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

Section 20. Captions Section headings are inserted herein only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision herein.

Section 21. Severability In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 22. Use of Language Words in the singular shall be held to include the plural, unless the context otherwise requires.

Section 23. Amendments, Modifications, Alterations No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Section 24. Counterparts This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this A Agreement the day and year first set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Kaylah J. McCord

Kaylah J. McCord, City Secretary

By _____

Robt. E. Burns, Mayor

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

MIDLAND SPORTS, INC.

By E. Miles Prentice

Title President

CITY OF MIDLAND

Department of Community Services
Interoffice Memorandum

DATE: May 15, 2000

TO: Rick Menchaca, City Manager

FROM: Charles D. Swallow, Director of Community Services

SUBJECT: Midland Rockhounds Contract - Scharbauer Sports Complex

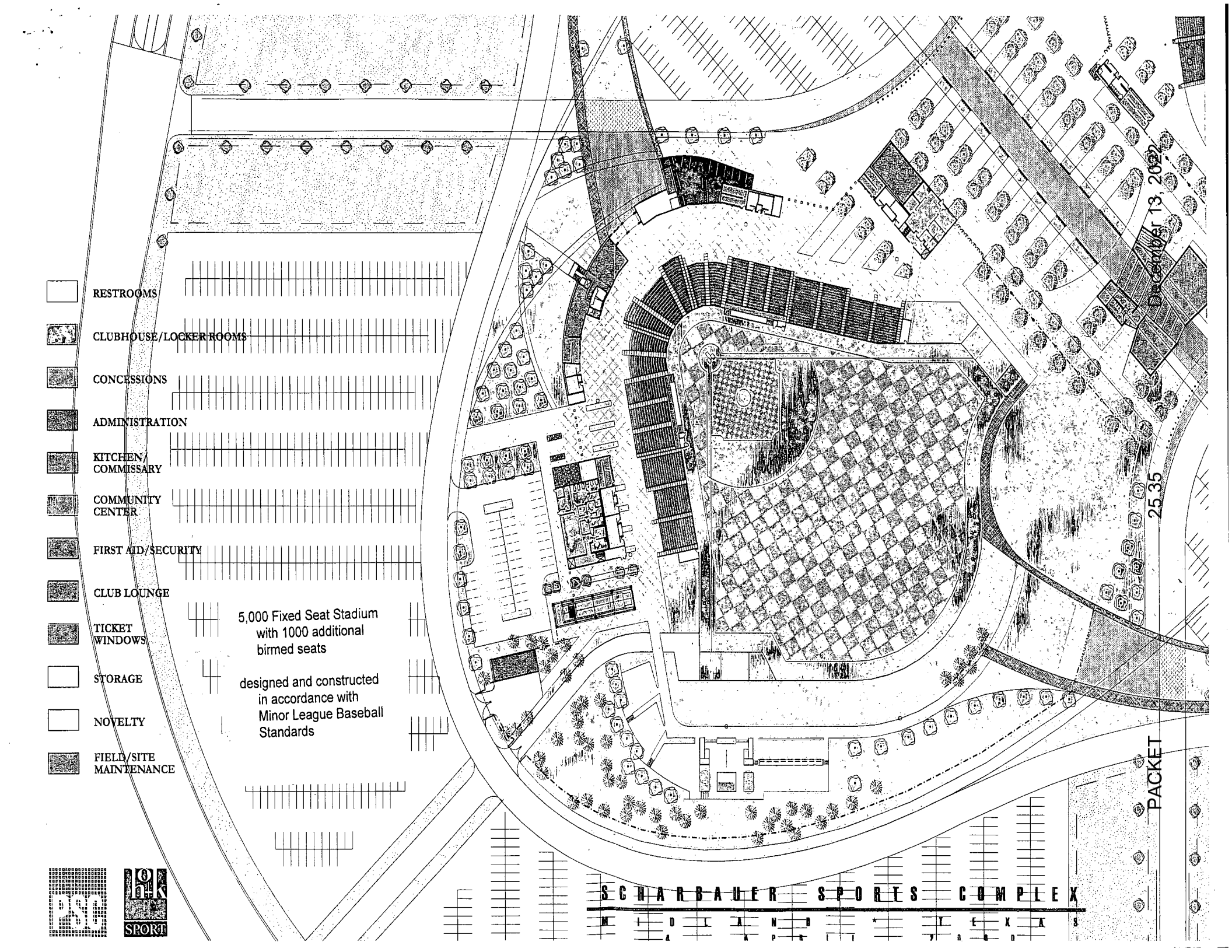
Pursuant to discussion during our recent meeting with Midland Rockhounds, Mr. Stretcher has written an agreement which encompasses the major points of discussion. While the agreement as a whole is very similar to the existing agreement with the baseball club, the following points are significant changes:

- Lease Term - 15 years with the option to renew for two additional five year terms
- Rent Payment - Rockhounds will pay $4,160/mo plus an annual lump sum payment of $50,000 for the use of the stadium
- Rockhounds will pay the City 15% of the gross concession revenue net of taxes for events not sponsored by the Rockhounds
- The Rockhounds will maintain the playing field
- The Rockhounds and the City shall share equally in net parking revenues in the event that the Rockhounds should charge for parking. MSI shall not charge unless agreed to by the City
- Should the City receive revenue associated with the scoreboard advertising, the Rockhounds will receive 50% of the revenue up to a maximum of $10,000 per year

In addition to these terms, the Rockhounds are committed to supplying all concession equipment, all office and clubhouse equipment, furniture, press box items, stadium suite items, field tarp, batting cage nets, cleanup equipment, souvenir cases, and other ball park operational needs.

This contract and the associated resolution will be prepared for the May 23, 2000 City Council Meeting. All parties are in agreement about the terms of the agreement. Staff recommends approval.

Administration Concurs R Menchaca


RESTROOMS
CLUBHOUSE/LOCKER ROOMS
CONCESSIONS
ADMINISTRATION
KITCHEN/ COMMISSARY
COMMUNITY CENTER
FIRST AID/SECURITY
CLUB LOUNGE
TICKET WINDOWS
STORAGE
NOVELTY
FIELD/SITE MAINTENANCE
5,000 Fixed Seat Stadium with 1000 additional birmed seats
designed and constructed in accordance with Minor League Baseball Standards
SCHARBAUER SPORTS COMPLEX
MIDLAND TEXAS
December 13, 2022
25.35
PACKET
PSU
HOK SPORT

MIDLAND
General Services

Safety and Risk Mgmt.

Purchasing Division
432.685.7234
432.685.0523 Fax

Warehouse
432.685.7244
432.686.1648 Fax

Fleet Services
432.685.7455

Service Center
432.685.7460

Facilities Services
432.685.7271

April 1, 2022

Midland Rockhounds
P.O. Box 51187
Midland, Texas 79710- 1187

Reference: Baseball Park and Office Space Agreement

To Whom It May Concern,

Pursuant to the referenced agreement, the City of Midland hereby extends said agreement through March 30, 2027 unless unforeseen circumstances prevent the renewal of this agreement, under the same terms, conditions and price agreements.

Please forward an updated insurance certificate to our office as soon as your insurance is renewed.

Please call me if there is a problem with extending this contract or if you have any questions.

Sincerely,

Erika Martinez
Purchasing Manager
City of Midland, TX

P.O. Box 1152, Midland TX 79702-1152

City

FOURTH ADDENDUM TO BASEBALL PARK AND OFFICE SPACE AGREEMENT
between
CITY OF MIDLAND, TEXAS
and
MIDLAND SPORTS, INCORPORATED

THIS FOURTH ADDENDUM is made and effective APRIL 1, 2022, by and between the City of Midland, Texas ("*City*") and Midland Sports, Incorporated ("*MSI*").

WHEREAS, the City and MSI are parties to that certain Baseball Park and Office Space Agreement dated May 23, 2000, concerning the City-owned baseball stadium as part of the Scharbauer Sports Complex (the "*Agreement*"), which was approved by Midland City Council Resolution No. 2000-148; and

WHEREAS, the City and MSI executed an addendum to the Agreement on July 26, 2006 (the "*First Addendum*"), which was approved by the Midland City Council; and

WHEREAS, the City and MSI executed a second addendum to the Agreement on October 10, 2006 (the "*Second Addendum*"), which was approved by the Midland City Council; and

WHEREAS, the City and MSI executed a third addendum to the Agreement on October 23, 2012 (the "*Third Addendum*"), which was approved by the Midland City Council; and

WHEREAS, the Agreement, inclusive of the First Addendum, Second Addendum, and Third Addendum, has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, the City and MSI desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Fourth Addendum and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

A. Article I, Section 3 of the Agreement shall be amended to read as follows:

Section 3. Right of Occupancy. During each year of the lease term, MSI shall have the right to occupy the Park between the dates of March 15 and September 30, both dates inclusive, unless the baseball season is extended for the purpose of holding playoff games. MSI specifically reserves the right to occupy the Park for baseball games, events promoted by MSI or special events during other times of the year with prior approval of the City, which shall not be unreasonably withheld. MSI may have access to the Park for the purpose of moving equipment and other property into the facilities and setting up its operations as of February 1, 2002.

B. Article I, Section 4 of the Agreement shall be amended to read as follows:

Section 4. Park Use. MSI shall use the Park for the playing of professional baseball, and MSI agrees to field a team affiliated with Major League Baseball Club each year of the lease term. The Park shall be the home stadium of MSI's baseball team. Except as may be required pursuant to the rules and regulations of MLB Professional Development Leagues, LLC ("MLB PDL"), all home games for MSI's baseball team shall be played at the Park. With the City's consent, which shall not be unreasonably withheld, MSI may host other events in the Park during the lease term. MSI shall provide one regular suite for exclusive City use at and during each event.

C. Article I, Section 5 of the Agreement shall be amended to read as follows:

Section 5. Reservation of Rights. The City specifically reserves the right to hold special recreational, amusement, entertainment and civic sporting events in the Park while MSI's baseball team is on the road, subject to coordination with MSI and subject to the rules and regulations of MLB PDL, and the City shall leave the Park and facilities in a similar condition as when accepted. MSI understands that the City hereby reserves the right of occupancy beginning on October 1 and ending on March 14 during each year of the lease term and may use the Park for any purpose during that time. The City will, at all times, coordinate the aforementioned events with MSI and consider the primary use of the playing field for baseball use.

D. Article I, Section 6 of the Agreement shall be amended to read as follows:

Section 6. Third-Party Use and Indemnification. Before using or authorizing any person or entity to use any concession equipment or other MSI property at the Park, the City shall seek the consent of MSI, which shall not be unreasonably withheld. Should any third party use the Park, as authorized by the City, damage any MSI property that MSI has advised the City is located at the Park, the City shall indemnify MSI for the costs associated with said damage in an amount not to exceed Two Thousand and No/100 Dollars ($2,000.00) per occurrence; provided, however, that the foregoing shall be subject to the following conditions: (i) MSI shall make reasonably diligent efforts to collect said damages from the party that caused said damage, and (ii) if MSI fails to collect said damages, MSI shall assign its collection rights, in an amount not to exceed Two Thousand and No/100 Dollars ($2,000.00) per occurrence to the City.

E. Article I, Section 7.A of the Agreement shall be amended to read as follows:

A. Rent. MSI shall pay in advance to the City for the use and occupancy of the Park the sum of Four Thousand One Hundred Sixty and No/100 Dollars ($4,160.00) per month (as adjusted in accordance with Article III, Section 16 of this Agreement), with payment to be made on or before the first (1st) day of each month during the lease term. MSI shall also pay, as an additional lease payment due under this Agreement, the lump sum of Fifty Thousand and No/100 Dollars ($50,000.00) per year for the first fifteen (15) years of the lease term. Said lump sum payments shall be due on or before September 30 of each year during the lease term. Except as may be required pursuant to the rules and regulations of MLB PDL, MSI's baseball team shall make a good-faith effort to (i) schedule and play all home games at the Park during the lease term, or (ii) otherwise obtain the prior written consent of the City for scheduling one or more home games to occur at a location other than the Park, such consent not to be unreasonably withheld. Notwithstanding any contrary provision contained herein, MSI shall pay the City the above rent payments regardless of the number of home games played by MSI's baseball team at the Park.

F. Article I, Section 8.C of the Agreement shall be amended to read as follows:

C. In addition to professional baseball games and events promoted or sponsored by MSI, MSI shall have the first right to operate foodstuff concessions in the Park for all other events. Should MSI not elect to

provide foodstuff concessions at such events, the City may do so and have access and use to all concession equipment. All other types of concessions sold, except sign advertising, during events other than professional games and events promoted or sponsored by MSI (e.g., revenues from radio, television, newspaper, other media coverage, and novelty items related to such events, shall belong exclusively to the City.

G. Article I, Section 9 of the Agreement shall be amended to read as follows:

Section 9.

Sign Advertising. For the term of this Agreement, it is agreed that MSI shares with the City exclusive rights to sell advertising at the Scharbauer Sports Complex, and that MSI will be allowed to sell Sign Advertising via Sponsorship Agreements. The term "*Sign Advertising*" shall mean signage at the following locations.

Baseball Stadium (Momentum Bank Ballpark). Scoreboard, one (1) standalone sign, splash pad, foul poles, basketball court, batting cage, and ribbon board.

Football/Soccer Stadium (Grande Stadium). Scoreboard, four (4) concourse ramps, south end zone at field level, east lower concrete wall, northeast upper concrete wall, two (2) press boxes, section signs, play clocks, south end zone hill (time/temperature), concession signs (east and west concourse) and two stand-alone signs located at the northeast and southeast corners, goal posts, clubhouse signs, and video board commercials.

Auxiliary Fields. Naming rights for each auxiliary field complex (red/yellow and blue/white), scoreboard (one (1) sign per scoreboard), concession/restroom signs, and goal posts.

Marquees. (Loop 250 and Hwy 191).

Commons Area: (Between the two stadiums) naming rights (signs at east and west entrances).

MSI agrees that, for the term of this Agreement, unless otherwise indicated by City in writing, no Sign Advertising or other sign ad promoting or identifying companies having products or services competitive to Grande Communications, Clearsource, Incorporated ("*Grande Communications*"),

including but without limitation cable or satellite television companies, telephone companies, or internet service providers, shall be allowed anywhere in or on Grande Communications Stadium.

MSI agrees that, as part of each and every Sponsorship Agreement regarding Sign Advertising, it shall include a provision informing the parties that the City may cancel said Sponsorship Agreement, for any or no reason, upon giving at least ninety (90) days' written notice to MSI, without any penalty whatsoever to City and/or MSI. Prior to the execution of any Sponsorship Agreement regarding Advertising, MSI shall submit said sponsorship Agreement for approval by the City Community Services Director.

Initial production and installation of Sign Advertising signage for each approved Sponsorship Agreement will be paid by the City in the amount approved by the City's Director of Community Services. Replacement signage for all approved Sponsorship Agreements (provided that (i) the original signage has been up for at least four (4) years, or (ii) the original signage is deemed faded or insufficient by MSI), will be paid by the City in the amount approved by the City Community Services Director. MSI agrees to provide sufficient artwork and/or finished copy materials to be able to produce MSI's signage not less than ten (10) days prior to the commencement date of each Sponsorship Agreement. MSI agrees that the content, size, location and/or position of any Sign Advertising is subject to the sole approval of City, and is MSI puts up a sign without approval of the City, MSI agrees to make any required changes at its own expense. Should a sponsor want to make additional changes to the display before two years is up in the agreement, all costs will be borne solely by the sponsor.

The City will receive seventy-five percent (75%) of Sign Advertising sales and MSI will receive twenty-five percent (25%) of Advertising sales. The content and appearance of any Sign Advertising shall be subject to the sole approval of the City.

MSI and the City acknowledge and agree that MSI is subject to certain sign and advertising obligations under the rules and regulations of MLB PDL pursuant to which MSI shall provide certain sign inventory to MLB PDL.

H. Article I, Section 12 of the Agreement shall be amended to read as follows:

Section 12. Maintenance and Cleanup. MSI shall be responsible for the maintenance of the playing field (excluding the bermed and landscaped areas) according to Major League Baseball standards. MSI shall be responsible for all after-game cleanup costs for professional

baseball games and other events promoted by MSI. MSI's after-game cleanup of the Park shall include the playing field and surrounding grassy berms, tunnels, restrooms, spectator areas, and parking lot.

Renters will be responsible for the payment of cleanup and ground maintenance costs after special events not promoted or sponsored by MSI. The City will provide all necessary maintenance and repair to the Park, both structural and otherwise, including, but not limited to, Park lighting, the grassy berms surrounding the playing field, trees, and utilities. The City shall not be responsible for painting outfield fences. The City shall consult MSI regarding the necessity, priority, and scheduling of the maintenance, but in no event shall the City be bound by MSI's recommendations.

I. Article I, Section 13 of the Agreement shall be amended to read as follows:

Section 13. Clubhouses, Field, and Lights. The clubhouses, field, and lights shall be maintained in accordance with MLB PDL facility standards.

J. Article III, Section 12.C of the Agreement shall be amended to read as follows:

C. Corporate Transfer. If during the lease term and without prior consent of the City, any or all corporate shares of MSI are transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition (excluding a transfer resulting from death or declaration of legal incompetence) so as to result in a change in the present control of MSI by the person(s) or entity(s) now owning a majority of all corporate shares, the City shall have the right to immediately terminate this Agreement upon issuance of written notice to MSI. In any event, the City shall not withhold its consent to a transfer if the transferee(s) (i) is accepted by MLB PDL, (ii) supply the City with the financial statements supplied to MLB PDL, and (ii) supply the City reports of personal and professional history.

K. Article III, Section 16 of the Agreement shall be amended to read as follows:

Section 16. Adjustments. MSI and the City hereby agree that the rental fee for the use and occupancy of the Park described in Article I, Section 7 shall be increased in accordance with the following schedule:

Beginning Date	Rental Fee
May 1, 2007	$4,165.00
May 1, 2012	$4,170.00

May 1, 2017	$4,175.00
May 1, 2022	$4,180.00
May 1, 2027	$4,185.00

All other procedures and requirements pursuant to Article I, Section 7 shall remain the same during the lease term.

The Agreement, inclusive of this Fourth Addendum and all prior Addendums, is hereby ratified and affirmed by the City and MSI, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND, TEXAS

Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Cristina Burns, Director of Community Services

MIDLAND SPORTS, INCORPORATED

Monty Hoppel, General Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Monty Hoppel known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland Sports, Incorporated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 2022.

Notary Public, State of Texas

ELOISA R GALVAN
Notary ID #124576110
My Commission Expires
May 30, 2023

CITY OF MIDLAND
SERVICE CONTRACT
#17002610

THIS CONTRACT, effective this 13th day of September, 2017, by and between the City of Midland, hereinafter referred to as the "CITY" and Midland Concessions, Inc., hereinafter referred to as the "COMPANY".

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 three (3) years. CITY shall have the right to extend the term of this Contract at two (2) year intervals, not to exceed eleven (11) years 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. Within 30 days of written notification, COMPANY may decline the extension at their discretion. 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 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:	City of Midland
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Midland Concessions, Inc.
	5514 Champions Drive
	Midland, TX 79706

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. COMPANY hereby verifies in accordance with Texas Government Code Section 2270.002 that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Onnemiller, City Attorney

COMPANY:

By: _____

Name: Jeff VonHolle

Title: Asst. GM

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 23rd day of October, 2017 personally appeared, Jeff Vonholle, an officer of Midland Concessions, 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 23rd day of October, 2017.

NOTARY PUBLIC STATE OF TEXAS
ELOISA R GALVAN
My Commission Expires
May 30, 2019

_____
Notary Public, State of Texas

RFP 17002610
BEST AND FINAL OFFER
Concessions Management Services-Midland Football/Soccer Stadium

Thank you for the opportunity to bid on the concession management services for the City of Midland football/soccer stadium facility. Our company has operated concessions at Grande Communications Stadium since the opening of the facility in 2002. Our company has successfully operated events ranging from 50 to 15,000 fans. We have a core of employees on payroll that have concessions experience as they work year-round as members of our RockHounds staff. Our organization has a proven track record and we have provided excellent customer service from 2002 to date.

Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
8.3.1 References
8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba. . Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **three (3) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years, not to exceed eleven (11) years total**.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

RFP 17002610

Concessions Management Services-Midland Football/Soccer Stadium

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Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
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8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba. . Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **two (2) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years.**

3.3 Concessions rights and privileges:

3.3.1

Midland Concessions will have the right to choose the soda beverage provider.

3.3.2

Midland Concessions will have the right to use mobile vendors, hawkers and mobile carts inside the stadium.

3.3.7

On days in which Midland Concessions is expected to open concessions inside the stadium, there will be no other concession vendors approved to sell or giveaway food/drink products in the parking lot or pavilion area. The only exception is that MISD will have the option to do two fundraiser BBQ's on two football games as this has been the rule for the past 15 years.

3.4.1

RFP Cost Summary-Percentage Fees

Midland Concessions Inc. offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

15 percent on all gross receipts up to $249,999
20 percent of the gross receipts over $250,000 & not exceeding $349,999
25 percent of the gross receipts over $350,000 & not exceeding-$449,999
30 percent of the gross receipts over $450,000 & not exceeding-$549,000
35 percent of the gross receipts over $550,000

3.4.3 Utilities

Midland Concessions, Inc. will also pay up to $2500 in utility payments (metered specifically to the concessions stands) if requested by the City and metered by the City.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

8.2 The Cost Summary or Proposal Form

TIMEOUTS SPORTS PRICING

West

BEVERAGES	
Small Soda/Tea	$ 3.00
Medium Soda/Tea	$ 3.75
Large Soda/Tea	$ 5.00
Bottle Water	$ 3.25
Bottle Soda	$ 3.75
Powerade	$ 3.75
Coffee/Hot Chocolate	$ 2.00

FOOD ITEMS	
Hamburger	$ 4.50
Cheeseburger	$ 5.00
French Fries	$ 3.50
Hot Dog	$ 3.50
Chili Dog	$ 4.00
Jumbo Hot Dog	$ 4.50
Jumbo Chili Dog	$ 5.00
Corn Dog	$ 3.50
Frito Pie	$ 4.50
Nachos	$ 4.50
Peanuts	$ 2.75
Pretzel	$ 2.50
Pretzel Cheese	$ 0.50
Popcorn Tub	$ 4.25
Pickle	$ 2.00
Candy	$ 2.25
Chips	$ 2.25
Sunflower Seeds	$ 2.25
Cotton Candy	$ 3.25
Chick-Fil-A Sandwich	$ 4.25
Personal Domino's Pizza	$ 6.75

TIMEOUTS SPORTS PRICING

South

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

8.3.1 References

Steve Lawlis – Mayfield Paper
Steve Lawlis slawlis@mayfieldpaper.com
432-520-0491

Gracie Corralez
Gracie Corralez DAM116@co.midland.tx.us
432-688-4441

Karl Kovacich-Control Equipment
Karl Kovacich kkovacich@critexas.com

Bill Musar-Tierra
Bill Musar kmusar@seaboardoil.net
432-556-2388

8.3.2 Financial information

Midland Concessions has made 12 on time monthly payments for 15 straight years. The company has re-invested its resources into more equipment for the operation.

Midland Concessions had paid all vendors on time and have never missed a payment.

MCI has issued employees payroll checks on time for all 15 years as the City's concessionaire.

Attached please find the last five years of financial information.

8.3.3

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: MIDLAND CONCESSIONS, INC.

SIGNATURE (INK): Jeff VanHolle

NAME: (TYPED/PRINTED) JEFF VONHOLLE

TITLE: ASST. GM

STREET: 5514 CHAMPIONS DR.

CITY/STATE/ZIP: MIDLAND, TX 79706

TELEPHONE: 432-520-2255 FAX: _____

E-MAIL ADDRESS: jvonholle@midlandrockhounds.org

8.3.3

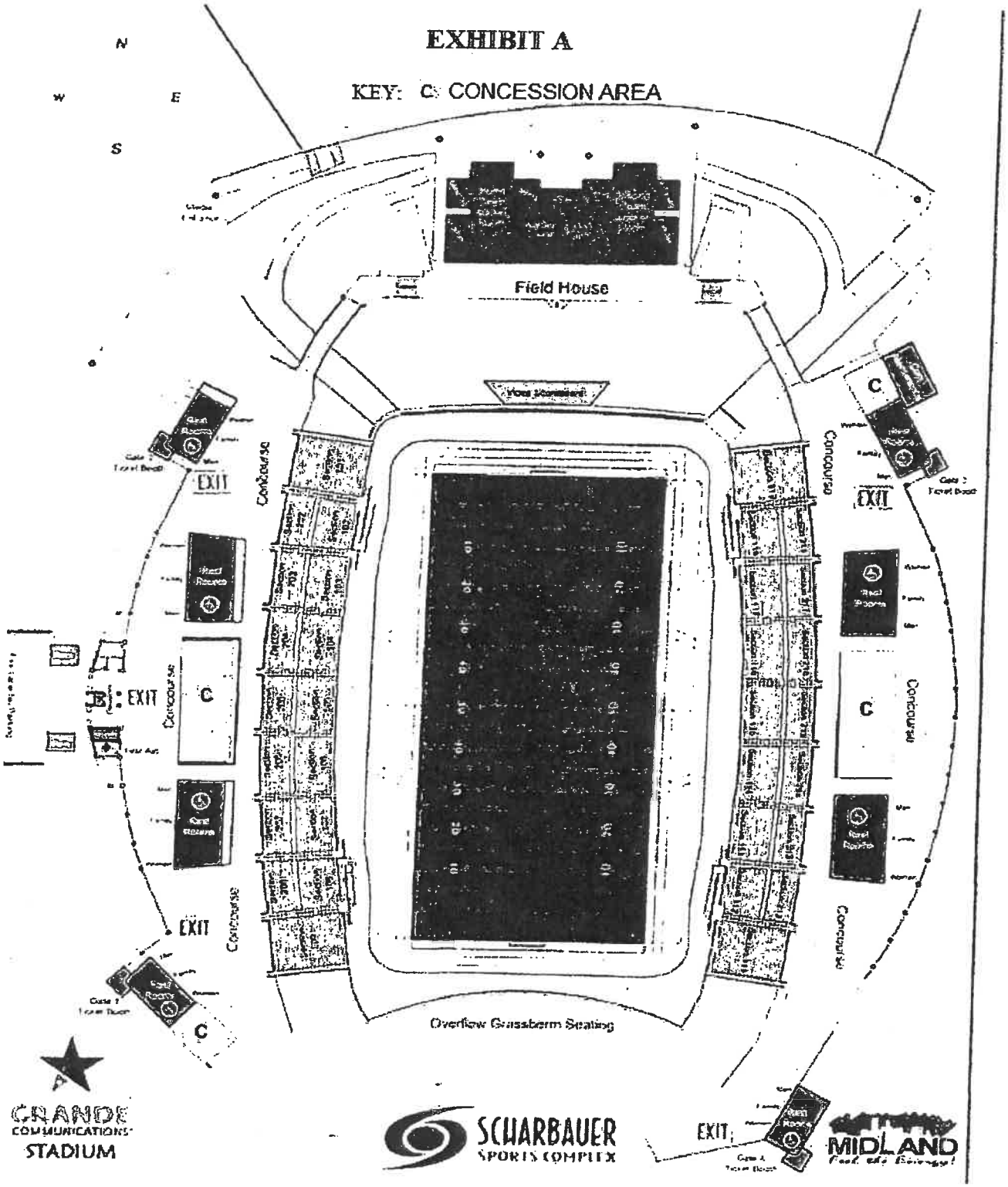


EXHIBIT A
KEY: C: CONCESSION AREA
N
W
E
S
Field House
Concourse
EXIT
C
Overflow Grassberm Seating
GRANDE COMMUNICATIONS STADIUM
SCHARBAUER SPORTS COMPLEX
MIDLAND

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: June 29, 2017

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. As we go through the formal review process are there any past financials you can share with us based on current revenues?

A1. (Total) SSC Concessions:

Actual 2015-16	Budget 2016-17	2016-17 YTD
$39,362.48	$41,500.00	$23,062.14

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature — 7/14/17 Date

JEFF VONHOLLE
Please Print Above Name — 520-2255 Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: June 29, 2017

The following changes have been made to the specifications.

RFP Opening date has been extended to July 19, 2017 at 2:00 p.m.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature

7/14/17
Date

JEFF VONHOLLE
Please Print Above Name

520-2255
Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: July 7, 2017

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. The RFP
What does this mean? What is needed?

A1. It means "the proposal" as defined by the company responding to the RFP. The company must submit a proposal for consideration as defined in the RFP.

Q2. The Cost Summary or Proposal
Does this mean the menu?

A2. Yes, the menu with the proposal prices that will be charged.

Q3. Requested Attachments
What exact attachments do you need?

A3. The attachments required in 8.3.1. 8.3.2. and 8.3.3.

Q4. Financial Information
What type of financial info?

A4. Financial info as defined in 6.3.2.1. through 6.3.2.4.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature

7/14/17
Date

JEFF VONHOCCE
Please Print Above Name

520-2254
Phone

MIDLSPO-01 MKELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2017

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:	
Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	PHONE (A/C, No, Ext): (806) 376-4761	FAX (A/C, No): (806) 376-5136
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Midland Sports, Inc.
5514 Champions Dr.
Midland, TX 79706-2843

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PEI-Non Subscription			ECA 3719466	02/14/2017	02/14/2018	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Primary Employers Indemnity (Texas Non-Subscription) policy includes a blanket automatic waiver of subrogation endorsement {Form AES 4080 (08/12) - Waiver of Subroation - Right of Recovery] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
Policy Type: Primary Employers Indemnity (TX Non-Subscription) Carrier: Great American Insurance Company Policy Term: 02/14/2017 – 02/14/2018 Policy Number: ECA 3719466	CSL Per Covered Employee: $1,000,000 CSL Per Covered Occurrence: 10,000,000

GREAT AMERICAN
INSURANCE GROUP

Great American E&S Insurance Company
301 East 4th Street
Cincinnati, OH 45202
1-513-369-5000

POLICY RENEWAL
AMENDMENT NO. 1

It is hereby agreed and understood that, in consideration of timely payment of the premium indicated below, the Policy issued to the Named Insured is hereby renewed. The Declarations is amended to read as follows:

This amendment, effective on 02/14/2017 at 12:01 A.M. standard time, forms a part of:

Item 1. NAMED INSURED AND ADDRESS: Policy Number: ECA 3719466

Midland Sports, Inc; Midland Concessions, Inc; West Texas United Soccer, LLC
5514 Champions Dr.
Midland, TX 79706

Description of Operation: Game Operations/Concessions

Item 2. POLICY PERIOD:
Effective Date: 02/14/2017
Expiration Date: 02/14/2018
12:01 A.M. Standard time at the address of the Named Insured as stated herein.

Item 3. COMBINED BENEFIT PERIOD		104 Weeks
Item 4. SELF-INSURED RETENTION	Per **covered employee per occurrence**	$1,000
Item 5. COMBINED SINGLE LIMIT	Per **covered employee**	$1,000,000
Item 6. COMBINED SINGLE LIMIT	Per **occurrence**	$10,000,000
Item 7. POLICY AGGREGATE LIMIT		
Item 8. WEEKLY INDEMNITY		$900
	Maximum weekly indemnity per **covered employee**	$900
	75 % of weekly wage up to	$900
	elimination period per **covered employee** per **occurrence**	7 Days
	Maximum weeks duration per **covered employee** per **occurrence**	104 Weeks

Item 9. PAYROLLS, RATES AND PREMIUMS:

Classification Codes	Estimated Payroll	Premium Rate per $100 Payroll
8810	$1,139,286.72	0.320000
9182	$525,018.21	2.120000

Item 10. Coverage under this Policy is applicable only in the following state(s): TEXAS

Item 11. FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT INCEPTION:

AES2005, AES2007, AES4006, AES4007, AES4077, AES4078, AES4079, AES4080, AES4081, AES4085, AES4086, AES4088, AES4091, IL7268

Item 12. PREMIUM, SURPLUS LINES TAXES AND OTHER CHARGES:

Estimated Annual Premium:	$14,776.10
Monthly Premium:	$1,231.34
Annual Policy Fee: (fully earned)	$125.00
Monthly Administrative Fee: (fully earned)	$45.00
Surplus Lines Taxes: 4.85%	$67.96
Stamping Fee: 0.15%	$2.10
Total:	$1,471.40

MINIMUM PREMIUM: $3,000.00

AUTHORIZED SURPLUS LINES AGENT: Great American Insurance Agency, Inc.
3211 Internet Blvd, Suite 350
Frisco TX 75034

CLAIMS ADMINISTRATOR: Great American Insurance Company
Texas Non-Subscriber Claims Office
3211 Internet Blvd, Suite 350
Frisco TX 75034

Authorized representative

2/17/17
Date

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

In Witness Whereof, the Company has caused this policy to be signed by its president and secretary and countersigned on the Information page by a duly authorized representative of the company.

Secretary

President

MIDLAND
General Services

Safety and Risk Mgmt.

Purchasing Division
432.685.7234
432.685.0523 Fax

Warehouse
432.685.7244
432.686.1648 Fax

Fleet Services
432.685.7455

Service Center
432.685.7460

Facilities Services
432.685.7271

June 14, 2022

Midland Concessions, Inc.
5514 Champions Dr.
Midland, TX 79706

Reference: 17002610 Sports Complex Concessions

To Whom It May Concern,

Pursuant to the referenced agreement, the City of Midland hereby extends said agreement through September 12, 2024 unless unforeseen circumstances prevent the renewal of this agreement, under the same terms, conditions and price agreements.

Please forward an updated insurance certificate to our office as soon as your insurance is renewed.

Please call me if there is a problem with extending this contract or if you have any questions.

Sincerely,

Erika Martinez
Purchasing Manager
City of Midland, TX

P.O. Box 1152, Midland TX 79702-1152

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("*Agreement*") is made and effective as of August 4, 2022, by and between **DIAMONDBACK E&P LLC** ("*Sponsor*") and **MIDLAND SPORTS, INCORPORATED** ("*MSI*").

Pursuant to Article I, Section 9 of that certain Baseball Park and Office Space Agreement dated May 23, 2002, between MSI and the City of Midland, Texas ("*CITY*"), MSI desires to sell to Sponsor certain advertising rights at Scharbauer Sports Complex ("*Sponsorship Facility*") located at Highway 191 and Loop 250 in Midland, Texas, and Sponsor agrees to pay MSI the sponsorship payments ("*Sponsorship Payments*") indicated herein.

1. **Term of Agreement.** This Agreement shall commence on September 1, 2022 and shall end on September 1, 2024. Sponsor shall have the right of first refusal for a renewal of this Agreement at a rate that shall not exceed a twenty percent (20%) increase over the Sponsorship Payments due during the term of this Agreement. Subject to the prior written approval of CITY, the renewal rate shall be determined by MSI and its representatives.

2. **Sponsorship Rights.** MSI hereby grants Sponsor the following advertising rights (the "*Sponsorship Rights*") at the Sponsorship Facility as described herein.

Red & Yellow Fields Naming Rights Sponsorship

The parties acknowledge and agree that CITY shall pay for the initial production and installation of sponsorship signage. Sponsor agrees to provide sufficient artwork and/or finished copy materials to be able to produce Sponsor's signage not less than thirty (30) days prior to Agreement commencement date. All advertising changes (including, but not limited to, the production and installation of signage, etc.) to the display throughout the term of this Agreement shall be borne solely by the Sponsor.

3. **Sponsorship Payments.** Sponsor agrees to pay MSI Sponsorship Payment(s) in the amount of Fifteen Thousand and No/100 Dollars ($15,000.00) per year during the term of this Agreement.

4. **Non-Cancelable Agreement.** This Agreement may not be cancelled or terminated by Sponsor. In the event that Sponsor is unable to exercise the Sponsorship Rights due to no fault of their own for a minimum period of sixty (60) consecutive days in which there is regularly scheduled activity within the Sponsorship Facility, the Term of this Agreement shall be extended by the same number of days that Sponsor was unable to exercise the Sponsorship Rights granted under this Agreement.

5. **Objectionable Signage.** Sponsor acknowledges and agrees that if MSI brings or schedules an event to the Sponsorship Facility that is hosted by an entity that prohibits, or finds objectionable, the promotion of alcoholic products (e.g., religious meetings, youth meetings, etc.), then MSI shall have the right to cover over or non-illuminate any such signage of Sponsor for said event.

6. **Finance Charge.** A finance charge of One and One-Half Percent (1.5%) per month shall be applied to all unpaid invoices that are thirty (30) days or more past due.

7. **Signage Changes.** Sponsor, at its own expense, may change the signage periodically, subject to CITY's prior approval. Any change made by Sponsor to the signage shall be made at such times as permitted by CITY in its sole and absolute discretion.

8. **CITY Approval.** Sponsor and MSI hereby acknowledge and agree that CITY shall have the right to reject any written, pictorial, or other advertisement content provided for under this Agreement in whole or in part. Furthermore, Sponsor and MSI acknowledge and agree that CITY, in its sole and absolute discretion, may cancel this Agreement without penalty or damages where, in CITY's sole judgment, such content (i) may be offensive to the moral standards of the community, false, misleading, or deceptive, or which in any way reflects the character, integrity, or standing of any individual firm or corporation, or (ii) is merely not acceptable to CITY.

9. **No Assignment.** Neither Sponsor nor MSI shall assign, transfer, sublet, convey, or otherwise dispose of this Agreement or the rights, title, or interest in the same without the prior written consent of CITY.

10. **Development and Protection of Stadium.** Sponsor and MSI acknowledge and agree that nothing in this Agreement shall be construed in a manner that prohibits CITY from further developing or improving the Sponsorship Facility, without interference or hinderance from Sponsor or MSI, as it sees fit in its sole and absolute discretion.

11. **Indemnity.**

A. **MSI SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND SPONSOR AND SPONSOR'S SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LIABILITIES, SUITS, ACTIONS, JUDGMENTS, LOSSES, DEMANDS, EXPENSES, AND DAMAGES OF EVERY KIND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, THAT RESULT FROM, ARISE OUT OF MSI'S NEGLIGENCE IN THE USE OF OR ATTENDANCE AT ANY EVENT AT THE SPONSORSHIP FACILITY, EXCEPT AS TO ANY SUCH CLAIMS,**

DAMAGES, LOSSES, CAUSES OF ACTION COSTS OR EXPENSES ARISING FROM THE CONDUCT OF SPONSOR, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, GUESTS, OR ASSIGNS. THE FOREGOING SENTENCE NOTWITHSTANDING, MSI SHALL NOT BE LIABLE FOR ANY MATTER WHICH SPONSOR IS OBLIGATED TO INDEMNIFY MSI UNDER ARTICLE B BELOW.

B. SPONSOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND MSI AND ITS RESPECTIVE SUBLICENSEES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LIABILITIES, SUITS, ACTIONS, JUDGMENTS, LOSSES, DEMANDS, EXPENSES, AND DAMAGES OF EVERY KIND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, THAT RESULT FROM, ARISE OUT OF OR RELATE TO ANY CLAIMS (I) OF INFRINGEMENT OR UNFAIR COMPETITION BY THIRD PARTIES RELATING TO THE STADIUM NAME, LOGOS, TRADEMARKS, OR TRADE NAMES BY MSI OF ITS RESPECTIVE SUBLICENSEES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, (II) ANY BREACH OR ALLEGED BREACH BY SPONSOR OF ANY PROVISION OF THIS AGREEMENT OR ANY REPRESENTATION OR WARRANTY MADE BY IT HEREIN; AND (III) ANY ACT OR OMISSION TO ACT OF SPONSOR, ITS EMPLOYEES, SERVANTS, AND AGENTS HEREUNDER OR IN RESPECT HERETO.

C. NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, MSI AND SPONSOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND CITY'S OFFICERS, AGENTS, EMPLOYEES, AND COUNCIL MEMBERS FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND MSI AND SPONSOR SHALL BE REQUIRED TO PAY ANY JUDGMENT, WITH COSTS, THAT MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES, OR COUNCIL MEMBERS, INCLUDING ATTORNEYS' FEES.

D. If Sponsor, MSI, or CITY proposes to make any claim for indemnification under this agreement, the entity seeking indemnification (the "*Indemnified Party*") shall deliver, within ten (10) days of receiving notice of claim or notice of a civil suit, written notification to the other party (the "*Indemnitor*").

The Indemnitor shall assume the defense of any claim, demand or action covered by the above-described paragraphs against such Indemnified Party, and shall, upon request of the Indemnified Party, allow the Indemnified Party to participate in the defense thereof, such participation to be at the expense of the Indemnified Party. The Indemnified Party shall fully cooperate with the Indemnitor in the defense, and shall, at its expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the Indemnitor. Settlement by the Indemnified Party without the Indemnitor's prior written consent shall release the Indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Assignment shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures, or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

12. **Sponsor's Default.**

A. A default by Sponsor shall be deemed to have occurred upon one or more of the following:

1. Sponsor fails to make any payment required under this Agreement on the date when such payment is due and payable, and such failure continues for a period of thirty (30) days.

2. Sponsor fails to perform or observe any other term, covenant, condition, or provision of this Agreement and such failure is not remedied within thirty (30) days following notice to Sponsor of such failure.

3. There shall be filed against Sponsor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Sponsor's property or other such proceeding; provided, however, that an event described by this Subsection shall not constitute a default so long as Sponsor secures a discharge of such petition or the dismissal of such proceedings within ninety (90) days following the initiation of the same. Notwithstanding the foregoing, Sponsor shall be in deemed to have defaulted under this Agreement upon its voluntary (i) filing of a petition in bankruptcy or insolvency, (ii) filing of a petition for reorganization, (iii) filing for the appointment of a receiver or trustee, (iv) initiation of a similar proceeding, (v) making of an assignment for the benefit of creditors, or (v) if Sponsor otherwise petitions for or enters into an arrangement for the benefit of creditors.

B. After the occurrence of any event of default, MSI shall have the right to give Sponsor notice of its intention to terminate this Agreement and all rights of Sponsor under this Agreement and upon the effective date of such termination specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), the term of this Agreement shall end as fully and completely as if that were the date herein for the expiration of the term of this Agreement, but Sponsor shall be liable pursuant to the provisions of this Article.

C. Any termination of this Agreement as provided in this Article shall not relieve Sponsor from the payment of any sum that is due and payable to MSI under this Agreement at the time of termination, or any claim for damages then or previously accruing against Sponsor under this Agreement, and any such termination shall not prevent MSI from enforcing the payment of such sum or claim for damages by any remedy provided for by law, or from recovering damages from Sponsor for any default under this Agreement.

D. In addition to and cumulative of any other remedies that MSI reserves under this Agreement, if Sponsor defaults under this Agreement, MSI reserves the right to accelerate all rents and payments to be made by Sponsor to CITY during the term of this Agreement by issuing notice to MSI that the same are immediately due and payable.

E. If this Agreement is terminated pursuant to its provisions, MSI may regrant to any other person or entity any or all rights granted to Sponsor under this Agreement, on such terms, which may be shorter or longer than the period that would otherwise have constituted the remainder of the term of this Agreement, and/or such other terms, covenants, and conditions and may make such repairs, alterations, additions, replacements, and/or decorations in and to the sign or signs that MSI, in its sole discretion, may deem advisable for the purpose of regranting the rights granted by this Agreement, all without releasing Sponsor from liability under this Agreement. Upon Sponsor's receipt of written notice submitted by MSI, Sponsor shall reimburse MSI the cost of all such repairs, alterations, replacements, and/or decorations together with MSI's other expenses of such re-granting such rights, including, without limitations, reasonable legal expenses.

Notwithstanding the termination of this Agreement pursuant to a default by Sponsor, Sponsor shall make the payments provided in this Agreement at the times and upon the terms herein provided for the term of this Agreement, or any extension thereof then in effect, less the net revenues received by MSI from other persons or entities for the rights and privileges granted to Sponsor by this Agreement.

Neither MSI nor CITY shall be liable for a failure to regrant any rights granted to Sponsor by this Agreement, or, if such rights are regranted, for MSI's failure to collect the payments under such regranting.

F. In the event of a breach or a threatened breach by Sponsor of this Agreement, MSI shall have the right to obtain equitable relief in addition to any other remedy available by law. Sponsor does hereby (i) acknowledge that its failure to comply with the terms, covenants, conditions, and provisions of this Agreement will cause MSI irrevocable harm and that a remedy as law for such failure would be an inadequate remedy for MSI and (ii) consent to MSI obtaining a judgement for specific performance, an injunction, or any other equitable relief in order to enforce such compliance.

G. All rights, options, and remedies granted by this Agreement to MSI shall be construed and held to be cumulative, and MSI shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

H. The provisions of this Article shall survive the termination of this Agreement.

13. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall be in Midland County, Texas for any lawsuit or claim arising under or in any way connected to this Agreement.

14. **Waiver of Attorney's Fees.** **BY ENTERING INTO THIS AGREEMENT, SPONSOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST MSI AND 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. THE SPONSOR SPECIFICALLY AGREES THAT IF THE SPONSOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION 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 ARTICLE 37.001, ET SEQ., AS AMENDED), SPONSOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SPONSOR MAY OTHERWISE BE ENTITLED.**

SPONSOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. SPONSOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE

AGREEMENT. SPONSOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES TO THIS AGREEMENT. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY.

SPONSOR ACKNOWLEDGES AND AGREES THAT IS RELYING ON ITS OWN JUDGEMENT WITH REGARD TO ENTERING THIS AGREEMENT. SPONSOR FURTHER ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. **Independent Contractors.** It is expressly understood and agreed that Sponsor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of MSI; that Sponsor 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 MSI and Sponsor, its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MSI and Sponsor, its officers, agents, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MSI and Sponsor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant, or employee of MSI. 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" that would give rise to vicarious liability. Sponsor shall be an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor.

16. **Partnership Disclaimer.** It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting Sponsor as an agent or representative of MSI for any purpose or in any manner whatsoever.

17. **Termination by City; Release.** Notwithstanding any contrary provision contained herein, the parties to this Agreement acknowledge and agree that CITY may unilaterally terminate this Agreement, for any or no reason and without penalty to CITY, upon giving at least ninety (90) days' written notice to MSI. MSI and Sponsor further acknowledge and agree that it is in CITY's sole and absolute discretion to cancel this Agreement during the term without penalty. MSI and Sponsor have no expectation and have received no guarantees that this

Agreement will not be terminated before the end of the term. **BY EXECUTING THIS AGREEMENT, MSI AND SPONSOR HEREBY RELEASE, ACQUIT, RELINQUISH AND FOREVER DISCHARGE CITY FROM ANY DEMAND, CLAIM, DAMAGE, OR CAUSE OF ACTION OF ANY KIND WHATSOEVER RELATING TO CITY'S TERMINATION OF THIS AGREEMENT PURSUANT TO THIS ARTICLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

18. **Compliance with Law.** The Sponsor shall comply, at all times during the term of this Agreement, with all applicable present and future ordinances and laws of city, county, or state government or of the United States Government, and of any political division or subdivision or agency, authority, or commission.

19. **Nonwaiver of Rights.** No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

20. **Severability.** If one or more clauses, Articles, or provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remaining provisions shall not be affected thereby.

21. **Force Majeure.** Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including acts of God or any other circumstance for which such party is not responsible or which is not in its power to control.

22. **Entire Agreement.** This Agreement, together with all exhibits attached hereunto, constitutes the entire Agreement between the parties hereto, and all other representatives or statements heretofore made, verbal, or written are merged herein, and this Agreement may be amended only in Writing, and executed by duly authorized representatives of the parties hereto.

23. **Third-Party Beneficiary.** Except as otherwise expressly provided in this Agreement regarding the rights granted to CITY hereunder, MSI's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement other than CITY and only to the extent specifically provided for under this Agreement. No person or entity, other than CITY, who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

24. **Headings.** The headings appearing in this Agreement are for the convenience of MSI and the Sponsor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

25. **Notices.** Notices required herein shall be given by certified mail by depositing the same in the United States mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received ninety-six (96) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notice shall be delivered as follows:

Midland Sports, Inc.
Monty Hoppel
5514 Champions Dr.
Midland, TX 79706

Diamondback E&P LLC
Clint Williamson
500 W. Texas Ave.; ~~#1200~~ Suite 100
Midland, TX 79701

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

26. This Agreement shall be binding upon and inure to the benefit of the parties and their respective shareholders, officers, directors, elected officials, agencies, employees, agents, successors, and assigns. No later than five (5) days following the execution of this Agreement, the parties shall ensure that a copy thereof shall be delivered to CITY's Director of Community Services.

27. **Signatures.** The signatories herein do certify that they are authorized to execute agreements, contracts, and related documents, including this Agreement.

28. **Review and Approval.** Notwithstanding any contrary provision contained herein, the parties acknowledge and agree that this Agreement shall not become effective unless and until the form of which is approved by the CITY's Director of Community Services and the City Attorney's Office.

[Signature Page Follows]

MIDLAND SPORTS, INCORPORATED

By: _____
Name: Monty Hoppel
Title: GM

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on this 4th day of August, 2022, by Monty Hoppel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

ELOISA R GALVAN
Notary ID #124576110
My Commission Expires
May 30, 2023

Eloisa R Galvan
Notary Public, State of Texas

DIAMONDBACK E&P LLC

By: _____
Name: Marc Dingler
Title: SVP Govt & Reg Affairs

TL

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on this 24th day of August, 2022, by Marc Dingler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

LYDIA P MCBRAYER
Notary ID #1856753
My Commission Expires
July 24, 2023

Lydia P McBrayer
Notary Public, State of 7/24/2023


DIAMONDBACK
ENERGY
RED & YELLOW FIELDS

RockHounds Announce Diamond Baseball Holdings as New Ownership Partner

Club Aims to Continue Building on Long Record of Strong Performance, Fan Engagement and Community Partnership

The Midland RockHounds today announced the franchise has entered into an agreement with a new ownership partner - - Diamond Baseball Holdings (DBH). The organization owns and operates select minor league clubs affiliated with Major League Baseball (MLB).

One of the most successful teams in the minor leagues, the RockHounds will remain in Midland as the Double-A affiliate of the Oakland Athletics. Long-time General Manager Monty Hoppel and his staff will continue to work with the Club and DBH.

Continuing to foster local Club management is central to DBH's operating model of prioritizing fan engagement and community partnerships while driving additional growth and value via the organization's national scale and reach by investing in technological innovation and working directly with MLB on opportunities like sponsorship and merchandising.

"It has been an honor watching future big league players in Midland over the last three decades, but what stands out the most is the relationships we have built with our staff, city officials, sponsors, and fans." said current owners Miles Prentice and Bob Richmond. "We are grateful for their unwavering commitment to the growth of baseball in the Permian Basin and, while the decision to hand off the ownership baton is an emotional one, we are confident that this is the right time and that DBH's passion for baseball and community engagement makes them the right partner for the RockHounds."

"We appreciate the important role the RockHounds play in the community and are dedicated to further enriching the Club, its fans, the City of Midland and the broader region," said Pat Battle, Executive Chairman of Diamond Baseball Holdings.

"Emphasizing Midland's unique attributes and winning traditions while tapping into learnings and opportunities from DBH's national network of Clubs can take the RockHounds to the next level. We look forward to building further on the Club's long track record of success," said Peter Freund, CEO of Diamond Baseball Holdings.

The transaction is expected to be completed before the end of the year, subject to standard consents and closing conditions.

About the RockHounds
The 2023 season will mark the 51st anniversary of Texas League Professional baseball in the Permian Basin. The franchise has had three MLB affiliations: Chicago Cubs, Los Angeles Angels and, since 1999, the Oakland Athletics. The team's home is Momentum Bank Ballpark. In addition to 65-70 RockHounds home games annually, the city-owned facility is host to college and high school games and tournaments. The team also books outside events including concerts, camps, festivals and charity softball games.

About Diamond Baseball Holdings
Diamond Baseball Holdings (DBH) was formed in 2021 to support, promote and enhance Minor League Baseball Clubs affiliated with Major League Baseball through professional management, best practices, innovation and investment. DiamondBaseballHoldings.com.

###

MEDIA CONTACTS

Midland RockHounds
Monty Hoppel
T: (432) 520-2255
E: mhoppel@midlandrockhounds.org

Diamond Baseball Holdings
Kelsey Nevius
Edelman Smithfield
T: (309) 531-9211
E: Kelsey.nevius@edelmansmithfield.com

RACKET December 13, 2022

Overview of the Ownership Agreement & Frequently Asked Quesions

- **What is being announced today?**
  The Midland RockHounds are being acquired by Diamond Baseball Holdings, an organization that owns and operates select minor league clubs affiliated with Major League Baseball (MLB).
- **What does this mean for the future of the team?**
  It is business as usual – staff, players, fans, and the Midland community should expect no major changes in the RockHounds experience they know and love. In the long-term, DBH will seek to further enhance the experience by, for example, creating new local, regional, and national partnerships, and introducing new technology-related innovation.
- **Will the team stay in Midland?**
  Yes, the team will stay in Midland. We have one of the best relationships in all of professional baseball with the city, sponsors and fans. The team just celebrated its 50th anniversary and is a lifelong partner to the Midland community.
- **Will the team remain the Double-A affiliate of the Oakland Athletics?**
  Yes, the RockHounds will continue to serve as the Double-A affiliate of the Oakland Athletics.
- **How will this impact staff?**
  The Midland RockHounds staff will remain in place.
- **Why are the current owners selling the RockHounds after over thirty years and a long track record of success?**
  Current owners Miles Prentice and Bob Richmond bought the team 32 years ago and proved that a baseball team can thrive in a small market. This past season, Midland affiliated professional baseball celebrated its 50th anniversary season. Not only has the franchise thrived, but it is also one of the most successful teams in all of minor leagues.

  Miles and Bob have had other inquiries over the 32 years from groups to buy the team, but turned them all down until now. The most satisfying thing about their decision now is that they know Midland has the "Best of the Best" with Diamond Baseball Holdings.

  The new ownership group will carry this organization to an even higher level. Midland is fortunate. It will be an amazing future with DBH. They have incredible leaders in Pat Battle and Peter Freund. Miles and Bob see the value that joining the national network of DBH clubs will bring to the Club.

  With increased opportunities to work directly with MLB on a national level while maintaining the close local ties between the club and the Permian Basin community, the acquisition by DBH will propel the RockHounds into their next chapter.
- **What was the price of the acquisition?**
  Financial terms of the transaction were not disclosed.
- **When is the transaction expected to close and are there are any major closing conditions remaining to be cleared?**
  We anticipate the transaction will be closed by the end of the year, subject to approval of the Midland RockHounds lease transfer by the City Council on December 13.

About Diamond Baseball Holdings

- **DBH itself was acquired earlier this year by Silver Lake from Endeavor. Can you explain that and who is Silver Lake?**
  Silver Lake is a global leader in technology investing whose portfolio includes a number of investments in sports such as City Football Group, New Zealand Rugby, and the Australian Professional Leagues. Through its ownership of DBH, Silver Lake believes there is a large opportunity to invest further to support growth, drive technology-related innovation and offer improved experiences for all stakeholders in minor league baseball. Endeavor sold DBH to Silver Lake earlier this year to prioritize their baseball representation practice within WME sports.
- **Is DBH planning to acquire more teams?**
  DBH plans to continue its active acquisition strategy, executing its plan to optimize operations and apply best practices across Clubs. It will remain focused on key markets, historic brands, modernized facilities and local, regional and national partnerships within each community its Clubs' call home. DBH owns and operates select Minor League Clubs affiliated with Major League Baseball, including:
    - Gwinnett Stripers (AAA-Atlanta Braves)
    - Iowa Cubs (AAA-Chicago Cubs)
    - Memphis Redbirds (AAA-St. Louis Cardinals)
    - Oklahoma City Dodgers (AAA-Los Angeles Dodgers)
    - Scranton/Wilkes Barre RailRiders (AAA-New York Yankees)
    - Hudson Valley Renegades (A-New York Yankees)
    - Mississippi Braves (AA-Atlanta Braves)
    - San Jose Giants (A-San Francisco Giants)
    - Rome Braves (A-Atlanta Braves)
    - Augusta GreenJackets (A-Atlanta Braves)

RACKET December 13, 2022

City Council Meeting

Item Number: 26

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 49, BEING A PLAT OF A 38.22-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF LEISURE DRIVE AND SOUTH LOOP 250) (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Parkhill, is requesting to plat of a 38.22-acre tract of land out of the Northeast quarter of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

This action will not require any City funds.

Current Zoning:

PD, Planned District

This request has been routed to all respective departments for internal review. The comments are below.

Discussion:

The applicant, Parkhill, is requesting to plat of a 38.22-acre tract of land out of the Northeast quarter of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas for future development.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

SURVEYOR: (Approved)

Will there be cutback dedications at the northwest corner and southeast corner. Make sure all boundary distances are shown along the east side of the plat.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: See transportation’s comment. [For the Applicant's information only.]

PAVING: S. LOOP 250 Frontage Road is TxDOT facility, built and maintained by TxDOT, no improvements required. Thomason roadway okay as is. Tradewinds roadway okay as is. Leisure roadway okay as is. No public paving improvements required. [For the Applicant's information only.]

WATER: 12” water exists in S. Loop 250, okay as is. 16” water exists in Thomason, okay as is. 16” water exists in Tradewinds, okay as is. 12” water exists in Leisure, okay as is. No public water improvements required. [For the Applicant's information only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant’s information only.]

PRO RATA: None. [For the Applicant’s information only.]

SEWER: 8” sewer exists in Thomason, okay as is. 12” sewer exists in Tradewinds, okay as is. 8” sewer exists in Leisure, okay as is. No public wastewater improvements required. [For the Applicant’s information only.]

DRAINAGE: Drainage report is approved for platting purposes. [For the Applicant’s information only.]

EASEMENTS: Be sure to annotate on the plat face if easements are public or private such as the proposed sewer line easement along Lot 2's boundary. The sewer line easement should specify that it is a private wastewater easement. The City recommends that a drainage easement also be provided for the stormwater pipe alignment within Lot 4 as shown in the drainage report. [For the Applicant's information only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: Note 4 on the plat face calls out Westridge Park Addition, Section 45. Revise to call out the correct title of the plat. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

TxDOT comments, "Access to LP 250 will need to be coordinated with TxDOT. Minimum spacing of driveways is 425' for this segment of LP 250 frontage road from the latest Access Management Standards. Will also need to ensure that driveway placement doesn't conflict with the existing entrance ramp in accordance with the latest Roadway Design Manual requirements. Post-development drainage/runoff should not exceed pre-development conditions."

Street lighting is required along public street frontages. [Reference City Code Section 11-2-5(C)3(u).]

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

CODE COMPLIANCE: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

GIS: (Approved)

There is a missing call after the cutback of 105.89 feet in northeast corner.

CRMWD: (Approved)

We do not have any comments on this plat.

PLANNING: (Approved with Conditions)

This plat is greater than 25 acres; therefore, approval from Council is required. [Midland City Code § 11-2-3(D)11(a)6]

Change “Suddenlink Communications” to “Optimum”.

Double check metes and bounds and add calls. [Midland City Code 11-2-3(D)4.]

Staff recommends approval with staff’s recommended conditions of the Preliminary Plat of Westridge Park Addition, Section 49, Subject to conditions A through C.

Conditions:

A. **Approval of this preliminary plat is conditioned upon City Council approving the preliminary plat, as it is greater than 25 acres. [Midland City Code § 11-2-3(D)11(a)6].**

B. **Approval of this preliminary plat is conditioned upon installation of a street lighting along public street frontages prior to final platting. [Midland City Code Section 11-2-5(C)3(u).**

C. **Approval of this preliminary plat is subject to the plat including a drawing of the boundary description which has been prepared by a registered surveyor and shall bear his seal, signature and date on each sheet and a statement that the boundary description shown thereon accurately describes the survey of the tract boundary conducted by said surveyor. Midland City Code 11-2-3(D)4.**

Attachments:

Application
Proposed Preliminary Plat
Exhibit A
Maps

Morris William Jr.

City Manager’s Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-22-0054
Case Number: P-22-1462

Proposed Subdivision Plat Name: Westridge Park Addition, Section 49

Legal Description (attached sealed Metes and Bounds): Being a 38.22 Ac. tract of land located in Northeast Quarter of Section 48, Block 40, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas

Property Owner Printed Name: Westridge Village, LP		Phone (713) 266-1101 Email	
Address 1885 St James Place, Suite 1100	City Houston	State Tx	Zip 77056

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6883.19)		Phone (432) 697-1447 Email jwallender@Parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: PD - Ordinance 9949

Reason for Platting: Dividing into lots for commercial use

Plat Information	Total Acreage:	38.22 Ac.

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 5 | Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:
- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): [signature] Date: NOV 8, 2022

Property Owner (printed) : ALAN D FEINSILVER

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Westridge Village, LP the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 09 day of November, 20 22, to certify which witness my hand and seal of office.

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☐ 1 Copy of Dimensioned Plat ☑ Plat in Digital Format (PDF/JPEG)

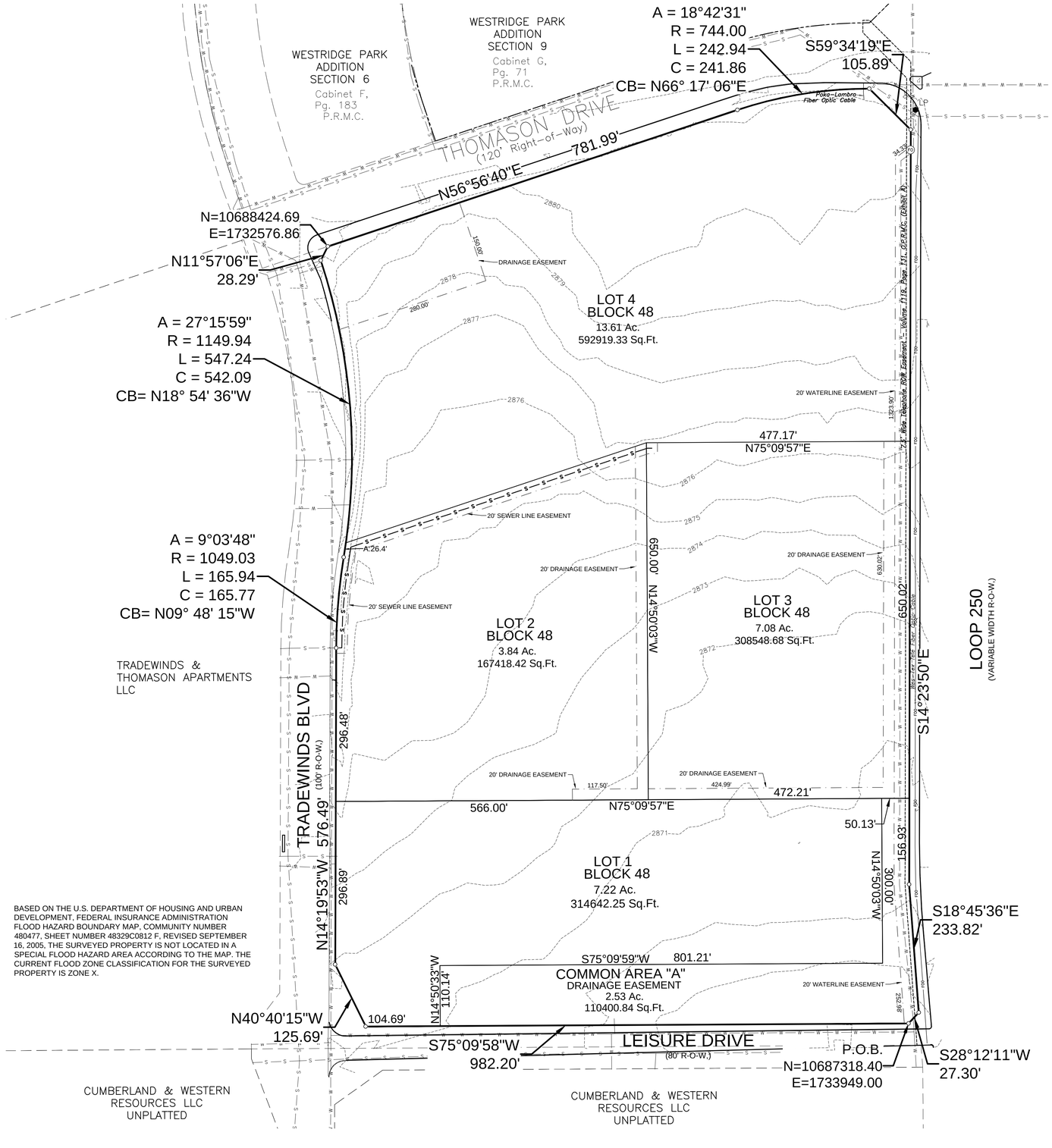
☐ Application Fee ☑ 1 Copy of Plat (11x17)

Check # 001559

RECEIVED NOV 09 2022

Received By: [signature] Date:

****Application will not be considered for scheduling until reviewed by a planner.****



OWNER'S CERTIFICATES

STATE OF TEXAS
COUNTY OF MIDLAND :

WHEREAS, WESTRIDGE VILLAGE, LP is the record owner of 38.22 Acres of Land Located in Section 48, Block 40 T-1-S, T&P RR Survey Midland County Texas and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, WESTRIDGE VILLAGE, LP, do hereby adopt this plat designating the hereinabove described property as WESTRIDGE PARK ADDITION, SECTION 49 to the City of Midland, Texas, and we do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the_____day_____20____.

By: _____
Alan D. Feinsilver, President

STATE OF _____:
COUNTY OF _____:

This instrument was acknowledged before me on _____, 20___ by Alan D. Feinsilver on behalf of WESTRIDGE VILLAGE, LP

_____
Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____ Oncor Electric Delivery Service (PLEASE PRINT)

_____ AT&T Texas (PLEASE PRINT)

_____ Atmos Energy (PLEASE PRINT)

_____ SuddenLink Communications (PLEASE PRINT)

_____ Grande Communications (PLEASE PRINT)

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Samuel Wyatt, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

_____
Samuel Wyatt, R.P.L.S. #6453

SPECIAL STATE PLANE COORDINATE NOTE

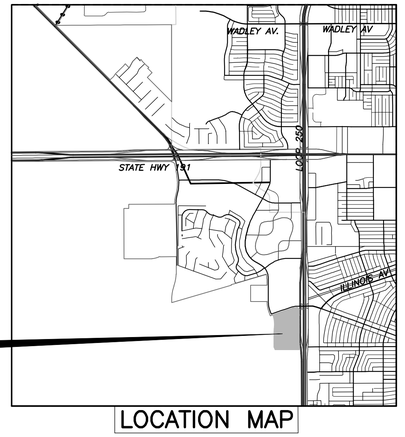
Bearings, coordinates, distances and areas are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD), with a combined scale factor of 0.999880170 and a theta angle equal to -0°56'03" at a 1/2-inch iron rod with a plastic cap marked "PSC CONROL", said control point having the following coordinates: NORTHING = 10,675,139.45 and EASTING = 1,733,931.51 in U.S. Survey Feet.

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of WESTRIDGE PARK ADDITION, SECTION 49 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the_____th day of_____20____.

Chairman - LUCY SISNIEGA

Secretary - ELIZABETH SHAUGHNESSY



WESTRIDGE PARK ADDITION SECTION 49

LOCATION MAP

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

PRELIMINARY PLAT

WESTRIDGE PARK ADDITION
SECTION 49

Being a 37.62 Ac tract of land located in the Northeast quarter of Section 48, Block 40, T-1-S, T.&P.RR.Co, Survey
City and County of Midland, Texas

N

0 100' 200'

LEGEND:

= TRACT/DEED/PLAT LIMITS BOUNDARY LINE
= TRACT/DEED/PLAT ADJOINER LINES
= PLATTED LOT LINE/SUBDIVIDED LINE
= EXISTING WATER LINE
= PLATTED LOT LINE/SUBDIVIDED LINE
= EASEMENT LINE
= EXISTING EASEMENT LINE
= ELEVATION CONTOUR LINE

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
3. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
4. A BLANKET EASEMENT OF INGRESS AND EGRESS IS HEREBY GRANTED FOR WESTRIDGE PARK ADDITION, SECTION 45 TO THE CITY OF MIDLAND FOR GARBAGE AND TRASH COLLECTION AND LOCATION AND MAINTENANCE OF TRASH CONTAINERS, SAVE AND EXCEPT THOSE AREAS OCCUPIED BY A BUILDING OR STRUCTURE. SAID EASEMENT IS CONDITIONED SUCH THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT UNTIL EXACT LOCATION OF SAID CONTAINERS AND THE EASEMENTS IN CONNECTION THEREWITH HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.
5. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.
6. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
7. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
8. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
9. THERE IS A RECIPROCAL RIGHT OF ACCESS BETWEEN LOTS 1, 2, 3, 4, AND 5, BLOCK 48 IN ALL LOCATIONS EXCEPT WHERE OTHERWISE OBSTRUCTED BY A BUILDING OR FENCE. NO PHYSICAL BARRIERS WILL BE ERECTED THAT WOULD RESTRICT VEHICULAR TRAFFIC BETWEEN LOTS.

OWNER & DEVELOPER:

WESTRIDGE VILLAGE, LP

1885 Saint James Place, Suite 1100
Houston, Texas 77056
Contact: Alan Fiensilver
(713) 266-1101

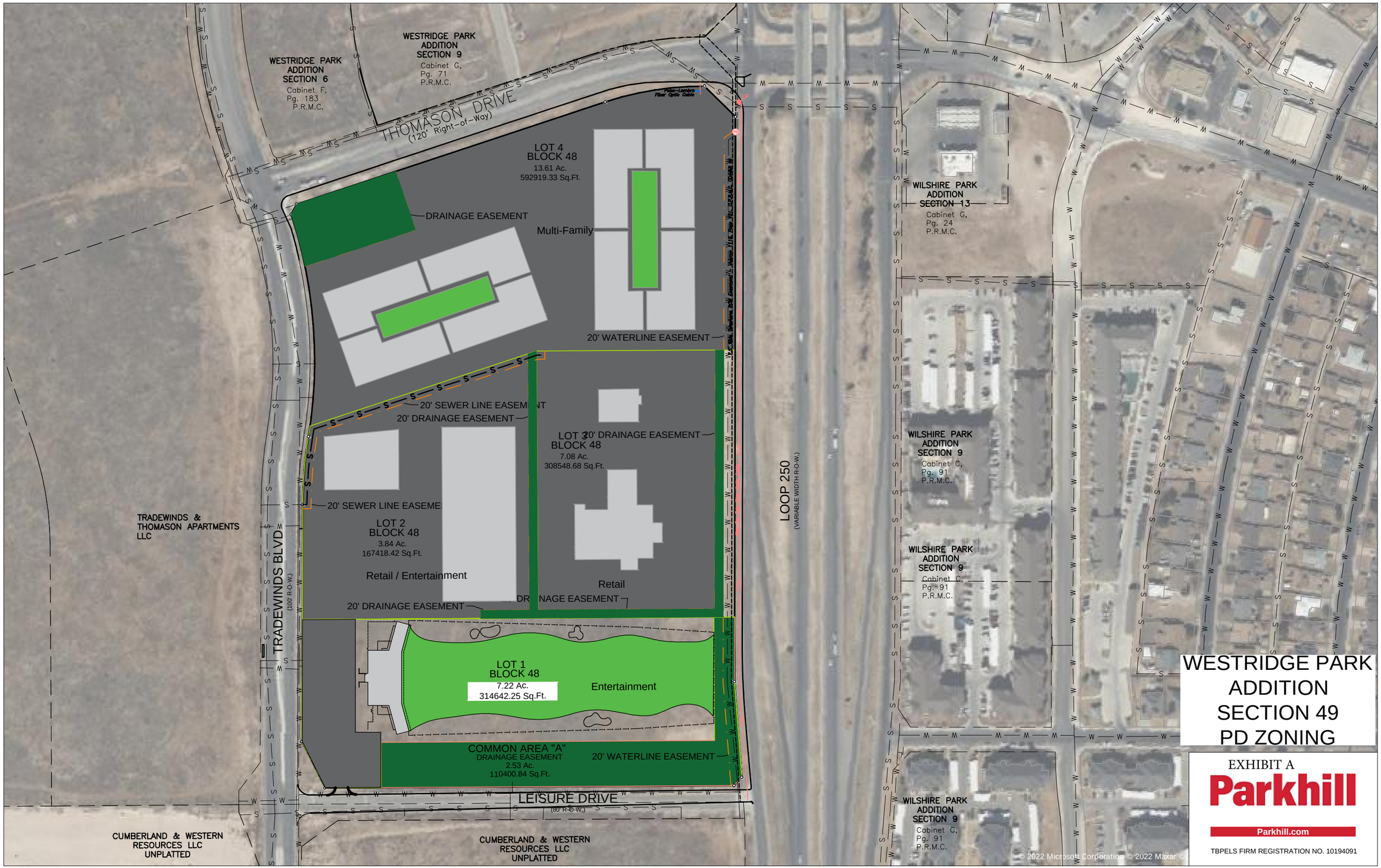
ENGINEER:

PARKHILL, SMITH & COOPER, INC.

1700 W. WALL STREET
MIDLAND, TEXAS 79701
Contact: Josh Wallender
(432) 697-1447

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

X:\2019\16883.19\03_DSGN\01_DWG\050_CIVIL\03_PLATTING\Westridge 45\02-PRPL\16881_PRPL_20221109 - 4 Lots.dwg, 11/9/2022 3:56:05 PM, AutoCAD PDF (Smallest File).pc3



WESTRIDGE PARK ADDITION SECTION 49 PD ZONING

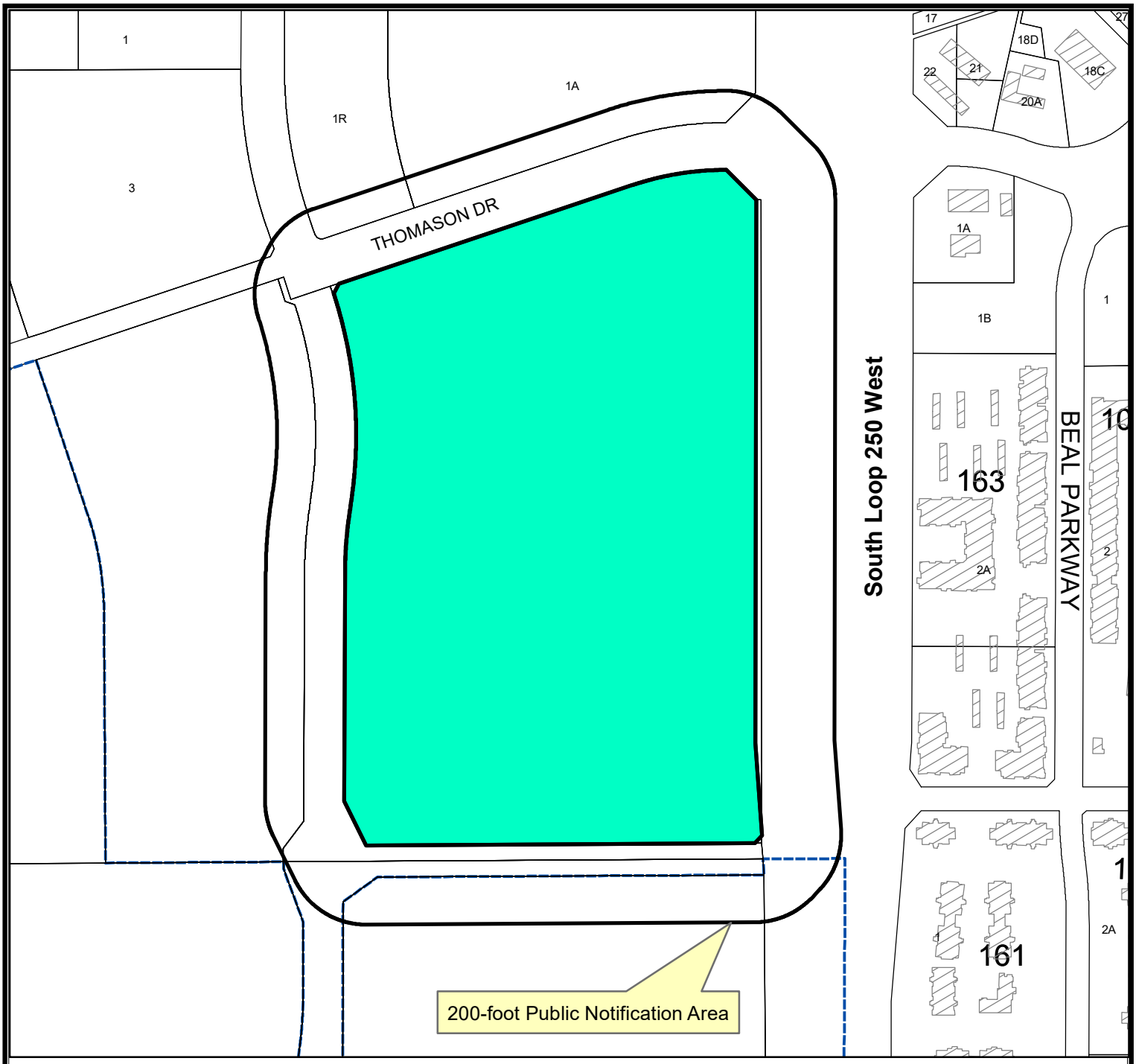
EXHIBIT A

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

X:\2019\6883.19\03_DSGN\01_DWG\050_CIVIL\03_PLATTING\Westridge 45\03-Zone Change\6883_ZONE_20221109 - 4 Lots.dwg, 11/29/2022 2:35:49 PM, AutoCAD PDF (Smallest File).pc3



LOCATION MAP

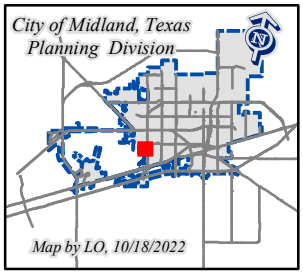
SUB-22-0554 **Scale: 1" = 4,336'**

Proposed plat of Westridge Park Addition, Section 49, being a plat of a 38.22-acre tract of land out of the NE/4 of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas.

Generally located northwest of the intersection of Leisure and South Loop 250 West. (Council District 4).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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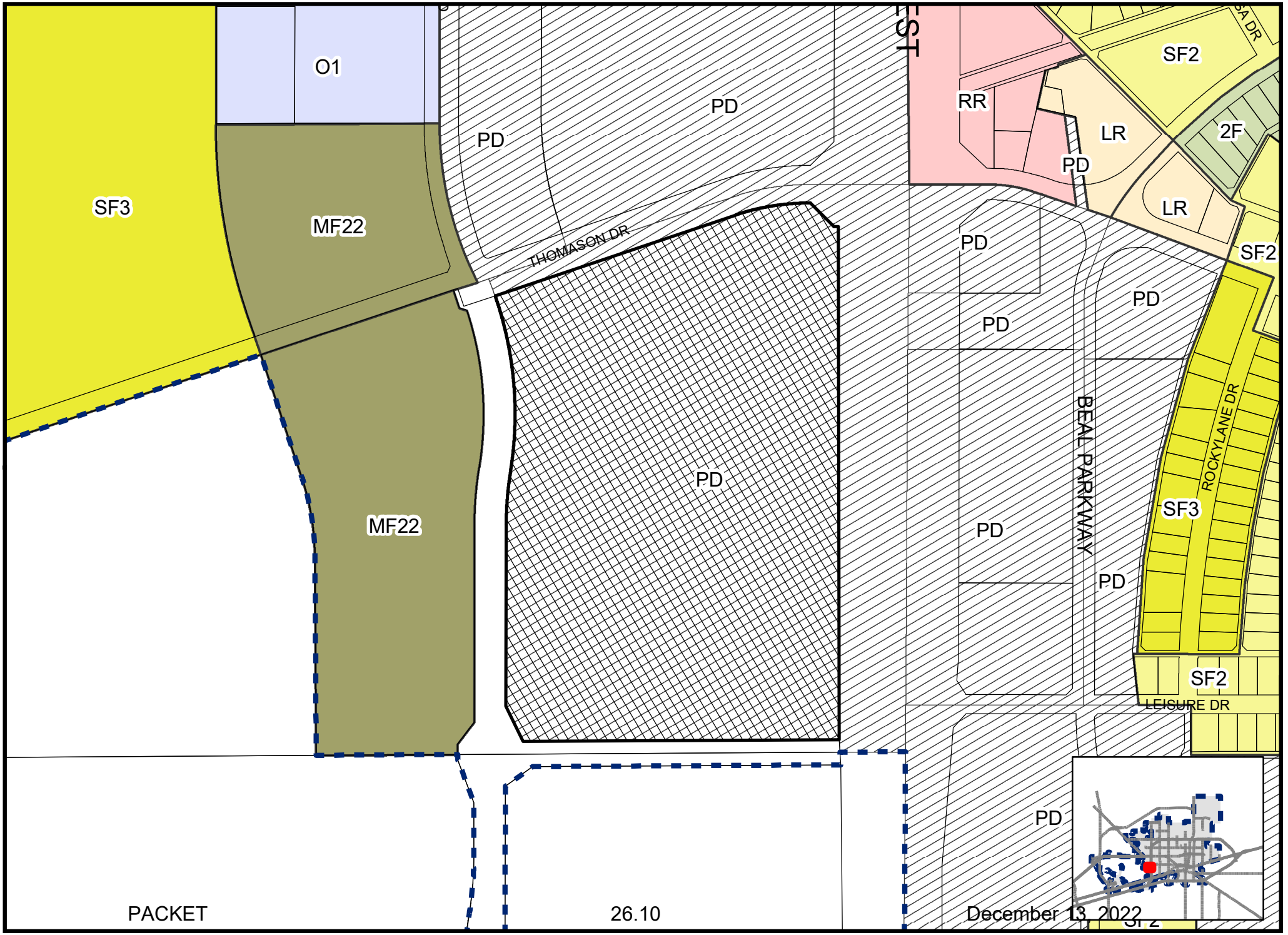

Map By ES, 10/21/2022

SUB-22-0554

Scale: 1" = 4,574'

ZONING MAP

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City Council Meeting

Item Number: 27

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Motion approving the receipt and filing of the Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program Year 2021/2022 (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Receive and filing of the Consolidated Annual Performance and Evaluation Report for CDBG PY 2021/2022 .

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No impact on the budget

Discussion:

Attached is a draft copy of the Consolidated Annual Performance and Evaluation Report (CAPER). The report is on file with the City Secretary. The CAPER is a document that describes the past year's performance related to the City's Consolidated Plan for Community Development and Housing Funds. The U.S. Department of Housing and Urban Development (HUD) requires the report due to the City being a Community Development Block Grant recipient. The CAPER was subjected to a citizen review period that ended December 12, 2022. Minor changes may be made prior to submission. We must deliver the CAPER to HUD by December 30, 2022.

Morris Williams Jr.

City Manager's Office

City of Midland Community Development

Consolidated Annual Performance and Evaluation Report (CAPER)

CDBG PY2021-2022



PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 9/30/1999 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/1994

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,164,424.98	$0.00	$0.00
		1989	B89MC480023		$0.00	$789,000.00
		1990	B90MC480023		$0.00	$744,000.00
		1991	B91MC480023		$0.00	$831,000.00
		1992	B92MC480023		$0.00	$856,000.00
		1993	B93MC480023		$0.00	$1,269,000.00
		1994	B94MC480023		$0.00	$1,381,000.00
		1995	B95MC480023		$0.00	$294,424.98
		2002	B02MC480023		$0.00	$0.00
		2006	B06MC480023		$0.00	$0.00
		2007	B07MC480023		$0.00	$0.00
Total	**Total**			**$6,164,424.98**	**$0.00**	**$6,164,424.98**

Proposed Accomplishments

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019
Project: 0011 - Greenwood Benton St. Infrastructure Project
IDIS Activity: 380 - Greenwood Benton St. Infrastructure Project

Status: Completed 6/30/2022 12:00:00 AM
Location: 700 S Benton St 600 . Benton St 500 S. Benton St Midland, TX 79701-1220

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/27/2020

Description:

The Community Development office will partner with the citys Engineering Department to propose an infrastructure project in the Greenwood Addition (See Map) with 2019-2020 CDBG funds.
This would include street paving with curb and gutter and sidewalks on the 300 block 700 block of South Benton.
The area is in low income Census Track 15, block 1.
The Engineering staff of the City will develop plans and specifications.
The City Council will award a contract that city staff will oversee.
The project is expected to be completed before the September 30, 2020.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$500,000.00	$500,000.00	$500,000.00
Total	**Total**			**$500,000.00**	**$500,000.00**	**$500,000.00**

Proposed Accomplishments

People (General) : 600
Total Population in Service Area: 1,340
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Benton Street Project has been completed as part of a greater street improvement project in original Midland.	

PGM Year: 2019
Project: 0012 - CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT
IDIS Activity: 381 - CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT

Status: Completed 12/1/2021 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/23/2020

Description:

To assist in providing emergency utilities, rental assistance, hygiene products for low-income, elderlydisabled persons.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$114,861.00	$0.00	$114,861.00
Total	**Total**			**$114,861.00**	**$0.00**	**$114,861.00**

Proposed Accomplishments

People (General) : 360

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	260	183
Black/African American:	0	0	0	0	0	0	84	0
Asian:	0	0	0	0	0	0	16	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**360**	**183**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	160
Low Mod	0	0	0	200
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	360
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The COVID-CV funds have been used to assist.	

PGM Year: 2019
Project: 0015 - CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL
IDIS Activity: 382 - CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL

Status: Completed 12/1/2021 12:00:00 AM
Location: 1209 W Wall St Midland, TX 79701-6619

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Housing Information and Referral Services (05X)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/23/2020

Description:

Hiring of two additional staff to make phone welfares checks and referrals for rental assistance, utility assistance, food, and personal Huygens products to elderly disabled low-moderate income persons.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$14,810.52	$0.00	$14,810.52
Total	**Total**			**$14,810.52**	**$0.00**	**$14,810.52**

Proposed Accomplishments

People (General) : 2

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	2
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**2**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	3
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	the United Way of Midland supported three part-time staff and made over 400 referrals to local agencies for emergency services for elderly and disabled person during the term of the grant agreement.	

PGM Year: 2019
Project: 0017 - CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT
IDIS Activity: 386 - CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT

Status: Completed 2/28/2021 12:00:00 AM
Location: 3303 W Illinois Ave Ste 22 Midland, TX 79703-6232

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Health Services (05M)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/23/2020

Description:

To provide and purchase COVID-19 related testing equipment, PPE, and testing reagents for low-income persons who are suspected to contracting the COVID -19 virus.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$150,000.00	$1,673.75	$150,000.00
Total	**Total**			**$150,000.00**	**$1,673.75**	**$150,000.00**

Proposed Accomplishments

People (General) : 5,000

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The City of Midland Health Department provided health, COVID care prevention and intervention services to 2531 individuals with 5 additional support staff in the program year.	

PGM Year: 2020
Project: 0001 - Owner Occupied Housing Minor Repairs
IDIS Activity: 387 - Owner Occupied Housing Minor Repairs

Status: Completed 9/30/2021 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

Minor Repairs-Minor repair assistance will be available to low income owner households.
Generally, eligible repairs will be plumbing, electrical, roofing and heating.
Some minor program revenue will be earned and will be used within the project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$45,245.00	$16,800.00	$45,245.00
Total	**Total**			**$45,245.00**	**$16,800.00**	**$45,245.00**

Proposed Accomplishments

Housing Units : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	7	5	0	0	7	5	0	0
Black/African American:	5	0	0	0	5	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**12**	**5**	**0**	**0**	**12**	**5**	**0**	**0**
Female-headed Households:	11		0		11			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	2	0	2	0
Low Mod	10	0	10	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	12	0	12	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Funds will be used to pay contractors for the cost of making the necessary repairs (plumbing, roofing and heating and cooling).	

PGM Year: 2020
Project: 0003 - Senior Nutrition Program
IDIS Activity: 389 - Senior Nutrition Program

Status: Completed 5/31/2022 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

This is the nutrition program at Casa de Amigo and Southeast Community Senior Citizen Center that provides a noon time meal Monday through Friday for the elderly.
Kitchen for the year-long program is at 3301 Sinclair.
This activity will be performed by Senior Link of Midland, a non-profit.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$68,000.00	$68,000.00	$68,000.00
Total	**Total**			**$68,000.00**	**$68,000.00**	**$68,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	240	141
Black/African American:	0	0	0	0	0	0	94	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**336**	**141**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	250
Low Mod	0	0	0	53
Moderate	0	0	0	30
Non Low Moderate	0	0	0	3
Total	0	0	0	336
Percent Low/Mod				99.1%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	The Senior Nutrition Program has been completed with 334 clients being served on a weekly basis with stable meals.	

PGM Year: 2020
Project: 0004 - Home Cleaning Program
IDIS Activity: 390 - Home Cleaning Program

Status: Completed 9/30/2021 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

This is the home cleaning service for low income elderly andor handicapped residents of Midland.
Service enables recipients to continue independent safe and sanitary living in their own home.
This activity will be performed by Casa de Amigos, a non-profit.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$40,000.00	$14,925.34	$40,000.00
Total	**Total**			**$40,000.00**	**$14,925.34**	**$40,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	123	72
Black/African American:	0	0	0	0	0	0	31	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**159**	**72**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	143
Low Mod	0	0	0	12
Moderate	0	0	0	4
Non Low Moderate	0	0	0	0
Total	0	0	0	159
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Casas de Amigos met its goals and objectives according to the the term of the CDBG contract	

PGM Year: 2020
Project: 0005 - Take Home Terrific Program
IDIS Activity: 391 - Take Home Terrific Program

Status: Completed 9/30/2021 12:00:00 AM
Location: 3500 N A St Midland, TX 79705-2554

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

It is an evening meal delivery service program for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$30,000.00	$13,251.82	$30,000.00
		2021	B21MC480023	$2,000.00	$2,000.00	$2,000.00
Total	**Total**			**$32,000.00**	**$15,251.82**	**$32,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	25	14
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**14**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	29
Low Mod	0	0	0	3
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	32
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Take Home Terrific evening meal program goals/objectives: Clients did receive nutritionally balanced meals, received monthly wellness checks performed by RN, and maintain or improve weight (monitored by RN and RDN).	

PGM Year: 2020
Project: 0006 - Administration
IDIS Activity: 392 - Administration

Status: Completed 9/30/2021 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

Office operations and overhead cost.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480023	$55,891.67	$0.00	$55,891.67
		2017	B17MC480023	$14,226.40	$3,101.85	$14,226.40
		2018	B18MC480023	$48,054.14	$44,327.96	$48,054.14
		2019	B19MC480023	$60,981.46	$12,443.96	$60,981.46
Total	**Total**			**$179,153.67**	**$59,873.77**	**$179,153.67**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2020
Project: 0007 - Street Infrastructure Improvements
IDIS Activity: 393 - Street Infrastructure Improvements

Status: Completed 2/28/2022 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 05/26/2021

Description:

Construct streets at Fort Worth and Gist, curb, gutter, ADA ramps.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$271,927.73	$271,927.73	$271,927.73
Total	**Total**			**$271,927.73**	**$271,927.73**	**$271,927.73**

Proposed Accomplishments

People (General) : 2,000
Total Population in Service Area: 6,937
Census Tract Percent Low / Mod: 57.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Fort Worth street was completed and all payments were submitted. The community members thanked the worker and the inspector for their efforts.	

PGM Year: 2020
Project: 0008 - MLK Center Gym Floor
IDIS Activity: 394 - MLK Center Gym Floor

Status: Completed 2/1/2022 12:00:00 AM
Location: 2300 Butternut Ln Midland, TX 79705-7800

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/11/2020

Description:

Replace old gym floor for community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$75,000.00	$75,000.00	$75,000.00
Total	**Total**			**$75,000.00**	**$75,000.00**	**$75,000.00**

Proposed Accomplishments

Public Facilities : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	3
Black/African American:	0	0	0	0	0	0	17	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**3**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	19
Non Low Moderate	0	0	0	3
Total	0	0	0	22
Percent Low/Mod				86.4%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The Mk Floor was old and damaged and needed replacement so community activities can continue to be had at the center...The replacement of the gym floor also helped keep the available staff from layoffs due to center closure due to inadequate equipment and floor space...the new gym floor will accommodate sports activities for approximately 90 individuals per day who attend the center.	

PGM Year: 2020
Project: 0016 - City of Midland Health Department Response (COVID-19)
IDIS Activity: 396 - City of Midland Health Department Response (COVID-19)

Status: Completed 4/1/2022 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Health Services (05M)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 05/11/2021

Description:

Provide ten additional contact tracing and case investigators for Health Department, medical supplies for COVID-19 related health care, office equipment, computers, PPE, printing and health promotional materials.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$591,839.96	$315,376.52	$591,839.96
Total	**Total**			**$591,839.96**	**$315,376.52**	**$591,839.96**

Proposed Accomplishments

People (General) : 10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021		

PGM Year: 2020
Project: 0010 - Bunche Elementary Crossing Safety Light Program
IDIS Activity: 397 - Bunche Elementary Crossing Safety Light

Status: Completed 9/30/2021 12:00:00 AM
Location: 700 S Jackson St Midland, TX 79701-7645

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/26/2021

Description:

Crossing Lights set in and around school to allow safe passage of children to and from school.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC480023	$3,726.18	$3,726.18	$3,726.18
		2019	B19MC480023	$19,133.82	$3,273.82	$19,133.82
Total	**Total**			**$22,860.00**	**$7,000.00**	**$22,860.00**

Proposed Accomplishments

People (General) : 200
Total Population in Service Area: 16,575
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The City of Midland engineering department bought and installed safety crossing lights for students at the neighborhood school to prevent accidents and slows traffic.	

PGM Year: 2020
Project: 0014 - Emergency Homeless Shelter COVID-19 boarding recovery
IDIS Activity: 398 - Emergency Homeless Shelter COVID-19 Boarding Recovery

Status: Completed 9/30/2022 12:00:00 AM
Location: 3601 W Wall St Midland, TX 79701-7133

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/26/2021

Description:

Contract with local motels to secure room at a fixed rate not to exceed $150 per night.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$80,345.26	$56,105.26	$78,665.26
Total	**Total**			**$80,345.26**	**$56,105.26**	**$78,665.26**

Proposed Accomplishments

Public Facilities : 10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Secure 5 rooms for homeless person with COVID-19 diagnosis or in need of isolation.	

PGM Year: 2020
Project: 0018 - Salvation Army Homeless Meal Program
IDIS Activity: 399 - Salvation Army Homeless Meal Program (COVID-19)

Status: Completed 11/29/2021 12:00:00 AM
Location: 600 E Wall St Midland, TX 79701-4937

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/26/2021

Description:

Provide raw goods and prep goods for homeless meals 3X times per day.
The program expects to feed 1500 individuals per month.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$142,500.00	$142,500.00	$142,500.00
Total	**Total**			**$142,500.00**	**$142,500.00**	**$142,500.00**

Proposed Accomplishments

People (General) : 15,000

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The Salvation Army homeless emergency meal program provided 21,813 nutritious meals to needy persons and families.	

PGM Year: 2020
Project: 0017 - Casa de Amigos Grab-N-Go Meal Program
IDIS Activity: 400 - Casa de Amigos Grab-N-Go Meals (COVID -19)

Status: Completed 9/30/2021 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/26/2021

Description:

Due to continued COVID-19 public Health crisis Casa de Amigos will provide Grab-N-Go to Senior Community Centers individuals at three locations in Midland.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$30,000.00	$30,000.00	$30,000.00
Total	**Total**			**$30,000.00**	**$30,000.00**	**$30,000.00**

Proposed Accomplishments

People (General) : 4,286

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Mobile meals for seniors who would normally attend community centers for activities and nourishment...	

PGM Year: 2021
Project: 0001 - Owner Housing Minor Repair Program
IDIS Activity: 401 - City of Midland Owner Housing Minor Repair

Status: Open
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Provide home repairs for low income, and disabled in order to sustain a healthy living environment.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$200,000.00	$91,105.00	$91,105.00
Total	**Total**			**$200,000.00**	**$91,105.00**	**$91,105.00**

Proposed Accomplishments

Housing Units : 40

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	13	13	0	0	13	13	0	0
Black/African American:	5	5	0	0	5	5	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**18**	**18**	**0**	**0**	**18**	**18**	**0**	**0**

Female-headed Households:	1	0	1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	18	0	18	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	18	0	18	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021		

PGM Year: 2021
Project: 0002 - Homebuyer Assistance Program
IDIS Activity: 402 - City of Midland Homebuyer Assistance

Status: Completed 9/30/2022 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homebuyer Downpayment Assistance-Excluding Housing Counseling, under 24 CFR 5.100 (05R)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Assisting First-time homebuyers in becoming owners through direct payment to lending organizations.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$50,109.16	$65,327.70	$65,327.70
	PI			$83,890.84	$61,759.66	$61,759.66
Total	**Total**			**$134,000.00**	**$127,087.36**	**$127,087.36**

Proposed Accomplishments

Households (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	10	10	0	0	10	10	0	0
Black/African American:	1	1	0	0	1	1	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**11**	**11**	**0**	**0**	**11**	**11**	**0**	**0**
Female-headed Households:	11		0		11			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	5	0	5	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	11	0	11	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Down payment and closing costs assistance to first time homebuyer for the purchase of a home.	

PGM Year: 2021
Project: 0007 - City of Midland Parks and Recreation Division
IDIS Activity: 403 - City of Midland Parks and Recreation

Status: Open
Location: 2300 Butternut Ln Midland, TX 79705-7800

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Replacement of Garage style Windows at the MLK Centerscoreboard, and Safety Lights at Sparks Park and Dunagun Park.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$122,500.00	$22,332.44	$22,332.44
Total	**Total**			**$122,500.00**	**$22,332.44**	**$22,332.44**

Proposed Accomplishments

Public Facilities : 200

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2021
Project: 0009 - Administrative Personnel
IDIS Activity: 404 - City of Midland Administrative Personnel

Status: Completed 9/30/2022 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Indirect Costs (21B)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

The Grant will pay for two staff for the grant year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$92,754.10	$92,754.10	$92,754.10
		2021	B21MC480023	$80,925.54	$78,645.94	$78,645.94
Total	**Total**			**$173,679.64**	**$171,400.04**	**$171,400.04**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

PACKET 27.35 December 13, 2022

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2021
Project: 0006 - Infrastructure N. Baird Street to E. Wilcott Ave.
IDIS Activity: 405 - City of Midland Infrastructure N. Baird Street

Status: Open
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Roadway improvements with curb gutters, sidewalks and ADA ramps from N. Baird Street to Wilcot Ave

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$336,179.00	$0.00	$0.00
Total	**Total**			**$336,179.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 200
Total Population in Service Area: 3,000
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The fort Worth St. infrastructure and road improvement project has been completed and residents have fully functional street to include new homeowner development.	

PGM Year: 2021
Project: 0003 - SE Senior Center Nutrition Program
IDIS Activity: 406 - Casa de Amigos SE Senior Center Nutrition Program

Status: Completed 9/30/2022 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/06/2022

Description:

Casa de Amigos will provide in-person meals to seniors at 3 centers locations.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$32,000.00	$32,000.00	$32,000.00
Total	**Total**			**$32,000.00**	**$32,000.00**	**$32,000.00**

Proposed Accomplishments

People (General) : 420

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	123	74
Black/African American:	0	0	0	0	0	0	73	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**199**	**74**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	141
Low Mod	0	0	0	54
Moderate	0	0	0	3
Non Low Moderate	0	0	0	1
Total	0	0	0	199
Percent Low/Mod				99.5%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	the Casa de amigos lunch program was successfully conducted during the program year to include lunch meal and senior heath activities.	

PGM Year: 2021
Project: 0004 - Home Cleaning Program
IDIS Activity: 407 - Casa de Amigos Senior Home Cleaning

Status: Completed 9/30/2022 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/26/2021

Description:

Casa de Amigos Staff will assist home bound seniors with home cleaning to prevent infestations of insects.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$41,093.53	$29,936.25	$29,936.25
Total	**Total**			**$41,093.53**	**$29,936.25**	**$29,936.25**

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	76	24
Black/African American:	0	0	0	0	0	0	24	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**102**	**24**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	31
Low Mod	0	0	0	68
Moderate	0	0	0	2
Non Low Moderate	0	0	0	1
Total	0	0	0	102
Percent Low/Mod				99.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Casa de amigos was successful in assisting senior homebound person with daily cleaning and wellness checks.	

PGM Year: 2021
Project: 0005 - Take Home Terrific Program
IDIS Activity: 408 - Mission Adult Take Home Terrific In-Person Meal Program

Status: Completed 9/30/2022 12:00:00 AM
Location: 3500 N A St Ste 1300 Midland, TX 79705-3601

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Mission Adult Day Center will provide in-person meals to special needs clients along with COVID restrictions requirements for the facility.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$13,468.10	$13,468.10	$13,468.10
		2020	B20MC480023	$18,191.62	$18,191.62	$18,191.62
Total	**Total**			**$31,659.72**	**$31,659.72**	**$31,659.72**

Proposed Accomplishments

People (General) : 45

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	40	22
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**22**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	38
Low Mod	0	0	0	4
Moderate	0	0	0	4
Non Low Moderate	0	0	0	4
Total	0	0	0	50
Percent Low/Mod				92.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Mission Adult Day Services has completed the lunch meal and weekend meal program which provide nutritious meals for the day and over the weekend clients in the program.	

PGM Year: 2021
Project: 0008 - Midland Vision 2000 Housing Infrastructure Project
IDIS Activity: 409 - Midland Visions 2000 Housing Project

Status: Open
Location: 700 S Webster St Midland, TX 79701-1211

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Construction of Housing (12)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Midland Visions 2000 will develop 5 multi-family affordable housing units in a low-moderate income neighborhood.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$150,000.00	$0.00	$0.00
Total	**Total**			**$150,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Housing Units : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	**$9,744,080.01**
Total Drawn Thru Program Year:	**$9,026,808.93**
Total Drawn In Program Year:	**$2,079,955.00**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The Consolidated Annual Performance and Evaluation Report (CAPER) presents the accomplishments made from October 1, 2021 to September 30, 2022 towards implementing the City of Midland's Consolidated Plan for Community Dev

elopment and Housing Funds. The program year covered the second year of the current Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) requires the City to prepare a Consolidated Plan as a pre-requisite for participation in various HUD programs including the Community Development Block Grant (CDBG). The CAPER consists of narrative text presented in a format answering numerous questions from HUD and an appendix that contains back up documents and other essential information. The Community Development Block Grant is the only HUD grant allocated directly to the City of Midland. CDBG funds were allocated in the following ways to achieve our program objectives during the past year:

An assessment of the progress made in addressing the priority needs and objectives of the Five-Year Consolidated Plan is included. The CDBG staff has determined that substantial progress is being made in the aggregate in meeting the Consolidated Plan objectives. The CDBG staff has taken steps to address various federal requirements such as *Affirmatively Furthering Fair Housing* as well as monitoring and implementation strategies to maintain affordable housing, reducing lead-based paint hazards, and eliminating barriers to affordable housing. Staff then focused on specific responses to the following need areas: housing (including public housing), infrastructure, homelessness, poverty, community facility development, Parks & Recreation, and special needs persons.

During PY21 the City continued to work towards accomplishing the five-year goals set out in the consolidated plan. During the program year several of programs awarded funded experienced staffing issues, one public facility project at MLK Center is still ongoing. Two infrastructure projects were completed in the PY21 program year. The CDBG office is still on track to meet or exceed the majority of goals set in the consolidated plan, with eight primary objectives have already met. The City of Midland Home-Owner Rehabilitation program continues to see progress with twenty-two home repaired. This year an average of $4,500 was spent per home. In PY22 the program will also increase amount available specific for roof rehabilitations due to Midland County not receiving federal fund assistance for the 2020 ice storm. Midland county continues to struggle with contractors being able to carry-out home repairs for homeowners within the current $5,000 limit. During the program year the city received over $80,000 in program income; the majority of this came from the repayment of the CDBG reconstruction loans. Funds were reallocated back to a project that are designated as high priority.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
2020 Goal - Affordable Homebuyers Housing Assistance	Affordable Housing		Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	7				
2020 Goal - Affordable Homebuyers Housing Assistance	Affordable Housing		Direct Financial Assistance to Homebuyers	Households Assisted	45	22	48.89%			
2020 Goal - Affordable Housing Development	Affordable Housing		Homeowner Housing Rehabilitated	Household Housing Unit	50	39	78.00%			
2020 Goal - Bunche Elementary Crossing Safety Light	Safe routes to school		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	200	100.00%			

2020 Goal - Casa De Amigos Senior Grab-N-Go Meals	Senior Services		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	440	3615	821.59%			
2020 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2020 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	3000	2531	84.37%			
2020 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Jobs created/retained	Jobs	10	0	0.00%			
2020 Goal - Clearance and Demolition	Removal of delapidated housing from neighborhoods		Buildings Demolished	Buildings	10	0	0.00%			
2020 Goal - Economic Development	Non-Housing Community Development		Jobs created/retained	Jobs	15	7	46.67%			
2020 Goal - Economic Development	Non-Housing Community Development		Other	Other	0	0				

2020 Goal - Emergency Homeless Shelter COVID boarding recovery	Homeless		Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	50	38	76.00%			
2020 Goal - Essential Services	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2020 Goal - Essential Services	Non-Housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	460	600	130.43%			
2020 Goal - Homeless Meals Program	Homeless		Homeless Person Overnight Shelter	Persons Assisted	1571	6460	411.20%			
2020 Goal - Infrastructure Improvements	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4300	4300	100.00%			
2020 Goal - Infrastructure Improvements	Non-Housing Community Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				

2020 Goal - Public Services	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2020 Goal - Public Services	Non-Housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3600	10493	291.47%	420	420	100.00%
2020 Goal - Rental Housing Subsidies	Affordable Housing		Homelessness Prevention	Persons Assisted	100	855	855.00%			
2022 Goal - Affordable Homebuyers Housing Assistance	Affordable Housing		Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	7				
2022 Goal - Affordable Homebuyers Housing Assistance	Affordable Housing		Direct Financial Assistance to Homebuyers	Households Assisted	45	7	15.56%			
2022 Goal - Affordable Housing Development	Affordable Housing		Homeowner Housing Rehabilitated	Household Housing Unit	50	39	78.00%			

2022 Goal - Bunche Elementary Crossing Safety Light	Safe routes to school		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	200	100.00%			
2022 Goal - Casa De Amigos Senior Grab-N-Go Meals	Senior Services		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	440	3615	821.59%			
2022 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2022 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	3000	2531	84.37%			
2022 Goal - City of Midland Health Department COVID -19	COVID-19 related health needs		Jobs created/retained	Jobs	10	0	0.00%			
2022 Goal - Clearance and Demolition	Removal of delapidated housing from neighborhoods		Buildings Demolished	Buildings	0	0				

2022 Goal - Economic Development	Non-Housing Community Development		Jobs created/retained	Jobs	15	11	73.33%			
2022 Goal - Economic Development	Non-Housing Community Development		Other	Other	0	0				
2022 Goal - Emergency Homeless Shelter COVID boarding recovery	Homeless		Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	50	38	76.00%			
2022 Goal - Essential Services	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2022 Goal - Essential Services	Non-Housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	460	600	130.43%			
2022 Goal - Homeless Meals Program	Homeless		Homeless Person Overnight Shelter	Persons Assisted	1571	6460	411.20%			
2022 Goal - Infrastructure Improvements	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4300	4300	100.00%			

2022 Goal - Infrastructure Improvements	Non-Housing Community Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
2022 Goal - Public Services	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
2022 Goal - Public Services	Non-Housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3600	10493	291.47%	420	725	172.62%
2022 Goal - Rental Housing Subsidies	Affordable Housing		Homelessness Prevention	Persons Assisted	100	855	855.00%			
Administration Cost	Two staff	CDBG: $200000	Jobs created/retained	Jobs	2	2	100.00%	2	2	100.00%
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $150000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $150000	Direct Financial Assistance to Homebuyers	Households Assisted	15	11	73.33%	15	11	73.33%
Affordable Housing Development	Affordable Housing	CDBG: $150000	Rental units constructed	Household Housing Unit	0	0		6	0	0.00%

Affordable Housing Development	Affordable Housing	CDBG: $150000	Homeowner Housing Added	Household Housing Unit	0	0		0	0	
Housing Minor Repairs	Minor Housing Repairs	CDBG: $200000	Homeowner Housing Rehabilitated	Household Housing Unit	40	22	55.00%	40	22	55.00%
MLK Center/ Parks & Rec Multiple Programs	Non-Housing Community Development	CDBG: $122500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	600	400	66.67%	1500	0	0.00%
Public Services	Senior Services	CDBG: $109000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		430	725	168.60%
Public Services	Senior Services	CDBG: $109000	Jobs created/retained	Jobs	0	0		4	4	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Midland identified seven priority areas in its Consolidated Plan. These priorities are: Demolition of Substandard Housing, Economic Development, Homeless/Special Populations, Housing Acquisition, Construction and Rehabilitation, Public Facilities and Infrastructure Improvements, and Public Services. Activities have ties to one of HUD's specific performance objectives of Creating Suitable Living Environments,

Providing Decent Housing, or Creating Economic Opportunities. During Program Year 2021(PY 2021) the City expended $1,170,500 of PY 2021.

Housing

CDBG Firsttime homebuyers downpayment assistance was expended to qualified families $150,000.

CDBG Minor Home Repair assistance were expended to qualified families $110,000.

Public Service

Casa de Amigos of Midland and Mission Adult Day Services expended senior services to qualified persons in the amount of $135,000.

Facilities

The MLK Center expended $101,000 for upgrades in floor gym replacements and audio systems improvements.

Infrastructure

Benton Street Improvements: Reconstruction from the 300 block to 7000 block. Intersection with the City of Midland bond initiative which extends from Fairgrounds Road to LaMesa Ave at a combined cost of $2.6 mil has been completed as well as Gist Street and Fort Worth Avenue road Improvements: Residentials are within two school zones crossing which now allow children to get to school off the street. The scope of this projects consisted of replacing existing Laydown ash fault streets with new surfacing, curb and gutter and some ADA ramps.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	467
Black or African American	211
Asian	1
American Indian or American Native	2
Native Hawaiian or Other Pacific Islander	2
Total	**683**
Hispanic	286
Not Hispanic	181

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table of assistance needs describes the characteristics of families/households/persons assisted and ethnic status by estimates and hard data due to limited demographics as a result of the of public health crisis. It provides an assessment of the relationship of the use of CDBG funds and CDBG CV19 funds to assist in the priorities and specific objectives outlined in the Consolidated Plan. CR10 data does not include all race types reported in IDIS and therefore does not represent the total families served. Prior census data demonstrated that most of the low and moderate income (LMI) census tracts have been in the southern and eastern quadrant of the city. This area was targeted during the last Consolidated Plan due to the continued higher the average poverty ratio. New census data gathered during the development of the Consolidated Plan, showed a stabilization in the number of LMI census tracts throughout the city. This is the basis for targeting specific geographical locations within our jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a high level of poverty and unemployment, but also areas available where new investments and revitalization can occur. The areas are historically blue collar working class neighborhoods with extensive underdeveloped streets, sidewalks and recreational facilities. HUD funds expended during this program year, approximately 80%, were spent on activities that were identified to serve persons with a presumed benefit (Seniors, youth and special needs) located within the designated target areas. This percentage includes CDBG Public Service activities, emergency shelter and crisis intervention management services. The CDBG office adapted by use of virtual appointments and phone/scan applications. In addition, the low availability of housing stock and the high competitiveness in the housing market priced many firsttime homebuyers out of the market.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,267,679	1,170,500

Table 3 - Resources Made Available

Narrative

Previously the majority of low and moderate income (LMI) census tracts had been located in the southern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the city as a whole and this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a high level of poverty and unemployment, but also areas available where new investments and revitalization can occur. HUD funds expended during this program year, approximately 80%, were spent on activities that were identified to serve beneficiaries located within the designated target areas. This figure includes CDBG Public Service activities, emergency shelter and crisis management services. Emergency Homeless Shelter COVID 19 boarding and recovery expensed $88,000. The Midland Hotel and Motel community were reluctant to have the stigma of housing COVID 19 positive individuals at their establishments. The CDBG office was able to secure an agreement with a local motel to secure twenty beds at three week intervals. Referrals were made and coordinated through the Midland Salvation Army, and Homeless Network, Indigent care social work team.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BRADFORD PARK/2004 TARGET AREA			
City of Midland			City-wide
Low and Moderate Income Census Tracts	53	93	Low/Moderate Income
MLK	7	7	Facilities
Ratliff Park 2017	5		
Southern Addtion	30		
SPARKS PARK	5		

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution of CDBG funds were allocated primarily in the Greenwood and Southern

Additions of Midland.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The federal, state, and local resources available to address the needs identified in the plan included federal formula grant funds under CDBG. Public service projects concentrated efforts to address the needs of families, children, and youth in high risk populations, consistent with the identified priority needs. Use of CDBG and city funds leveraged ($1,1million) along with other nonprofit resources were of great benefit to assist lowincome persons and communities. Physical expansion and/or improvement projects used a combination of funds including, but not limited to, CDBG, city general funds to enhance selected projects. Since matching funds are not required for CDBG, the City Council considered projects that included leveraged funds from the clity bond authorization to support CDBG dollars.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	8	0
Number of households supported through Rehab of Existing Units	40	22
Number of households supported through Acquisition of Existing Units	0	0
Total	**48**	**22**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY21 CDBG office allocated $200,000 for rehabilitation of 22 of the 40 units Owner Occupant Minor Repair projects. Older housing units to the city are often damaged and many homeowners have no insurance to make repairs. Housing stock for persons at or below 60% AMI is extremely difficult to find and maintain due to low wages relative to the cost of living in Midland County.The CDBG Homeowner Repair program served 22 homeowners, providing necessary safety and sanitary improvements. The Firsttime Homeowner Loan Program applied downpayment and closing cost to houses for 11

homeowners. Christmas In Action Community benevolence programs assist homeowners when this office was limited or resticted by HUd rules. The CDBG office approved a change to policy to allow maximum assistance for roof repairs up to $7,500 to include lead based paint housing inspections.

Discuss how these outcomes will impact future annual action plans.

Those projects currently delayed due to the pandemic and contracting issues will certainly be completed by PY21 and will add to the overall infrastructure improvements to support affordable housing development in these neighborhood areas. One of the biggest delays for major projects is caused by the time it takes to secure all the necessary contracting requirements before the projects can get underway. Additionally, minor rehabilitation projects have resulted in an increased cost per home which has affected the number of households the program can assist; also exacerbating the effort is the shortage of available qualified contractors willing to work for the CDBG office. The CDBG office will continues to try and find ways to help increase the availability of quality affordable housing contractors as we endeavor to create an economically thriving, inclusive community with quality housing opportunities for all residents.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	22	0
Moderate-income	0	0
Total	**22**	**0**

Table 7 – Number of Households Served

Narrative Information

The federal, state, and local resources available to address the needs identified in the Action Plan included local grant funds under CDBG. Public service projects concentrated efforts to address the needs of families, children, and youth in high risk populations, consistent with the identified priority needs. Use of CDBG and city funds leveraged with other nonprofit resources funds were of great benefit to assist individuals and communities. Physical expansion and/or improvement projects used a combination of funds to enhance selected projects. The CDBG office partnered with City engineering project to secure contracts at better economic leveraging of price points. Since matching funds are not required for CDBG, the City Council considered projects that included leveraged funds to support CDBG dollars.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Midland County has 230 chronically Homeless individuals living in other than permanent housing. One survey question asks each person what services are currently needed. The top three answers are housing, transportation and food which is reflective past surveys. Outreach programs for unsheltered persons are not currently funded by the City of Midland, but there are outreach programs organized locally by faith based and nonprofit organizations that reach out to unsheltered individuals in coordination with the CDBG office. Midland's Homeless Network outreach program operates using a Housing First approach with an emphasis on services that support self sufficiency, such as obtaining vital documents, and find creative solutions to connect them to housing resources. The network provides a variety of services and assess people needs. In addition, the outreach come together each year to perform the Point In Time count survey of the unsheltered population.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midland Salvation Army provided shelter and essential services to homeless persons by using agency contribution funds for operational expenses and CDBG funds for emergency COVID19 isolation efforts and case management services. During the program year 48835 meals were served, 11542 person ere housed overninght, 96 birth certificates were recovered, 30 sosicail security cards were recoved, 18 ID's recovered, 18 persons sent to drug and mental health recovery and 32 person have phones for jobs and medical appointments.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY21 Midland mental health provider (PemiaCare) is recognized as the authority in Midland County providing mental health, intellectual, developmental disability, and substance use disorder services. The CDBG office meet with staff during our homeless network efforts to coordinate and make referrals for service. PermiaCare health offer many services to include veteran's services, Inpatient treatment,

counseling, advocacy and linkage to other resources. They help adults and children who are struggling with managing and improving their mental health. The CDBG office receives occasional phone and walkin request for services for persons who have had difficulty finding and keeping stable housing because of their mental illness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

City of Midland CDBG office coordinated with Casa de Amigos, St. Paul Society, St. Ann's Catholic Church, Helping Hand of Midland, Safe Spaces of Midland, family Promise of Midland etc. to provide Homelessness Prevention/ intervention services in the form of rental and utility assistance and transitional housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Residents of the City of Midland PHA community were actively involved in the planning and development of board approved programs for their developments. The City of Midland PHA board meet monthly to discuss concerns as well as plan events and activities for their communities. Residents are engaged throughout the conversation process to provide information on the new structure planning, provide input on any planned renovations and to understand the choice mobility voucher option that is made available to them through the Midland County Housing Authority. The CDBG office usually conducts a needs assessment along with the PHA to help determine the residents' personal needs, educational, and employment aspirations; needs assessments are conducted by development property to address fundamental concerns during the pandemic. Personal barriers that prevent self sufficiency may include a lack of life and personal skills, clothing, transportation, and chronic health conditions. Once those barriers are addressed, the CDBG office assists residents in connecting with partner agencies and organizations to obtain whatever may be necessary to help the citizens become self sufficient (PHA Liaison).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office usually conducts a needs assessment periodically to help determine the residents' personal needs, educational, and employment aspirations; needs assessments are conducted on a case-by-case bases to address basic needs. Personal barriers that prevent self sufficiency may include a lack of life and parenting skills, clothing, transportation, childcare and chronic health conditions. Once those barriers are addressed, the CDBG office assists residents in connecting with partner agencies and organizations to obtain a high school/higher education or whatever may be necessary to help the citizens become self sufficient. Monthly meetings are held to assess progress Midland Affordable Housing Association (MAHA), and assist with any barriers in reaching the participant's stated goals.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of the City of Midland is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Midland continues to implement the Zoning Codes, which encourage supporting diverse, affordable housing opportunities including various lot size options for single family homes and the introduction of new housing types such as mixed use buildings, cottage homes, patio homes and multi-unit houses. These housing types are allowed in certain areas and can introduce density and affordability, while remaining compatible with nearby single family neighborhoods.The City of Midland Affordable Housing Strategies are being incorporated and combined with input from the general public and subject matter experts (small housing developers) about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the Zoning Code, Subdivision Regulations, and Building Codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions, community RAP sessions, nonprofit organizations that work through the permitting processes of the City as they develop properties. These insights will inform recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Midland Affordable Housing Strategy are being incorporated and combined with input from the general public and subject matter experts about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the Zoning Code, Subdivision Regulations, and Building Codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions with organizations that work through the permitting processes of the City as they develop properties. These insights will inform recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Grants administration includes additional measures to ensure specific grant funded activities comply with LBP regulations. Additional language is included in subrecipient agreements for projects where rehabilitation work occurs, requiring subrecipients to produce documentation of LBP testing prior to any work commencing. Additionally, Grants administration's Construction Checklist used for grant funded construction and housing projects includes a check for LBP compliance.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Midland funded educational programs and provide after school programs with the Boys & Girls Club of Midland. In addition, other programs offered mentoring to people and assistance to victims of abuse. Services to help homeless individuals on a path to self sufficiency were also conducted during the program year. The City received CARES Act funding from various sources which were used in a variety of ways to help address the needs of citizens and businesses as a result of the coronavirus pandemic.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Program year 2021 goals and priorities were set with input from the public, nonprofit organizations and the city's community development prioritization committee. In February of each year grant applicants were informed of the city's goals, priorities and target areas. Once funding was awarded, the CDBG office continued to review the performance of projects and programs during the year. The utilization of city departments as well as nonprofit organizations, community and faith based organizations, developers, and social service agencies to carry out projects for the second year of the Five Year Consolidated Plan. Multiple philanthropic organizations throughout the City also provide funding to the projects/programs not funded with HUD grant dollars. These leveraged dollars allowed our grant recipients to continue or expand their programs during the year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

A local hotelier continue to partner with the city using CDBG CV funds to create an insolation/quarantine facility operated between two local social service agencies and dedicated to people experiencing homelessness and COVID-19. We assisted our community providers with resources on how to stay safe during the pandemic and provided them with hygiene and personal protective supplies to allow for isolation in-place.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Due to the coronavirus pandemic the normal planning and implementation of local fair housing events sponsored in conjunction with Midland Affordable Housing Alliance (MAHA) did not take place was scrapped. One of the areas focus throughout the program year was the Eviction Moratorium and efforts were made to address misconceptions and confusion renters and property owners faced. This office served as an information hub for Landlord/Tenant information for the community during these challenging times. This office attempted to educate landlords and tenants about the eviction moratorium rules. Outreach through live virtual training on fair housing and tenant's rights, as well as visual aids outlining how to access information and services, continued into PY21. Various funding streams including local philanthropy, worked with local nonprofits to aid tenants facing eviction and incentivizing assistance to tenants who reside in properties where the owner agreed to resolve cases through mediation.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Projects and agencies were assigned a risk factor rating to identify which projects were to be monitored on site during the year. This assessment rates risk based upon the type of project, compliance issues, complexity of the project, and known capacity of the agency. Grantee's with a high risk rating were selected for formal onsite monitoring as well as those programs not monitored recently. The CDBG office utilizes the HUD CPD Monitoring Handbook as its standard and guideline for each formal monitoring visit. Desk monitoring of some HUD funded programs and projects were conducted throughout the year to ensure compliance with regulations and agreement requirements. Physical projects are inspected on a periodic basis until completion to confirm construction/rehabilitation projects are progressing and funds are being spent as planned. It is the policy of the City of Midland to encourage the use of minority or woman owned businesses in contracting opportunities. As part of HUD's grant requirements and written agreements, agencies performing construction and rehabilitation projects are encouraged to hire Section 3 residents and/or utilize Section 3 businesses and WMBE businesses when contracting or subcontracting.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Midland made substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. As per Ordinance 23362, agencies that did not expend all awarded funds were asked to provide certain documentation in order to carryover funds into the next program year. Instances where enough documentation was not provided resulted in funds being recaptured. City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland made substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. As per Ordinance 23362, agencies that did not expend all awarded funds were asked to provide certain documentation in order to carryover funds into the next program year. Instances where enough documentation was not provided resulted in funds being recaptured. City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland made substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. As per Ordinance 23362, agencies that did not expend all awarded funds were asked to provide certain documentation in order to carryover funds into the next program year. Instances where enough documentation was not provided resulted in funds being recaptured. City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	10	0	0	0	0
Total Labor Hours	18,720				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	4				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	4				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	4				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	4				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	2				
Provided or connected residents with supportive services that can provide direct services or referrals.	4				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	1				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The housing program is designed to work collaboratively with other programs and service providers to identify and develop short- and long-term strategies for
meeting the needs of low-income persons and their families.

City Council Meeting

Item Number: 28

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Jose Ortiz, Director

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY TRACTS OF LAND NECESSARY OR APPROPRIATE FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH FROM A POINT AT OR NEAR THE EASTERN TERMINUS OF OCCIDENTAL PARKWAY TO A POINT AT OR NEAR THE INTERSECTION OF ELKINS ROAD AND EAST COUNTY ROAD 40; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID TRACTS OF LAND, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, TRACTS OF LAND, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE; AND AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES ON SAID TRACTS OF LAND AT NO COST TO THE CITY (DISTRICT 1) (ENGINEERING SERVICES)**

Purpose:

Resolution authorizing the City Manager to acquire, on behalf of the City of Midland, any tracts of land necessary or appropriate for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith from a point at or near the eastern terminus of Occidental Parkway to a point at or near the intersection of Elkins Road and East County Road 40; authorizing the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said tracts of land, purchase title insurance policies, and hold the closings for said acquisitions; authorizing payment for said appraisals, title insurance

policies, tracts of land, and closing costs; ordering the City Secretary to record, or ensure that the title company records, all instruments of conveyance; and authorizing Midland County, Texas to perform paving services on said tracts of land at no cost to the City

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available from Engineering Services Operating Budget for costs associated with appraisals, surveys, and purchases of real properties.

Discussion:

The City of Midland is in need of an east/west corridor north of Loop 250 to provide better circulation of traffic movement to the newly established developments in northeast Midland.

The proposed draft alignment has been planned/engineered and staff requests authority from City Council to negotiate and acquire right-of-way from landowners within the city limits. City staff has been working in coordination with Midland County during the development of the proposed roadway. This coordination was appropriate because Midland County is interested in funding the construction of the roadway to county standards from Carriage Road to Elkins Road.

The general alignment for Occidental Parkway is shown on both the 2020 Thoroughfare Plan and the Tall City Tomorrow Comprehensive Plan. Parcels for acquisition have been identified and staff is prepared to begin the negotiations for the needed ROW upon approval of the resolution from the City Council.

Staff supports accepting this resolution. Attached is a location map showing the proposed alignment of the Occidental Parkway extension.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY TRACTS OF LAND NECESSARY OR APPROPRIATE FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH FROM A POINT AT OR NEAR THE EASTERN TERMINUS OF OCCIDENTAL PARKWAY TO A POINT AT OR NEAR THE INTERSECTION OF ELKINS ROAD AND EAST COUNTY ROAD 40; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID TRACTS OF LAND, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, TRACTS OF LAND, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE; AND AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES ON SAID TRACTS OF LAND AT NO COST TO THE CITY

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to acquire, on behalf of the City of Midland, any tracts of land necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith from a point at or near the eastern terminus of Occidental Parkway to a point at or near the intersection of Elkins Road and East County Road 40 (the "Tracts"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire the Tracts, purchase title insurance policies, and hold the closings for said acquisitions; and

WHEREAS, Midland County, Texas (the "County") has proposed to perform paving services on the Tracts (the "Paving Work") at no cost to the City; and

WHEREAS, the City Council finds it to be in the public interest to authorize the

County to perform the Paving Work;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to acquire the Tracts on behalf of the City of Midland.

SECTION THREE. That the City Manager is hereby authorized and directed to obtain appraisals, negotiate, execute, and file all documents necessary to acquire the Tracts, purchase title insurance policies, and hold the closings for said acquisitions at a title company selected by the City Manager.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay for said appraisals, title insurance policies, Tracts, and closing costs out of funds available in the Engineering Services Operating Budget upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FIVE. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, all instruments of conveyance acquired in accordance with this resolution in the Deed Records of Midland County, Texas. Copies of said instruments of conveyance shall be maintained on file in the City Secretary's Office.

SECTION SIX. That the County is hereby authorized to perform the Paving Work following the City's acquisitions of the Tracts and recordation of all instruments of conveyance acquired in accordance with this resolution in the Deed Records of Midland County, Texas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

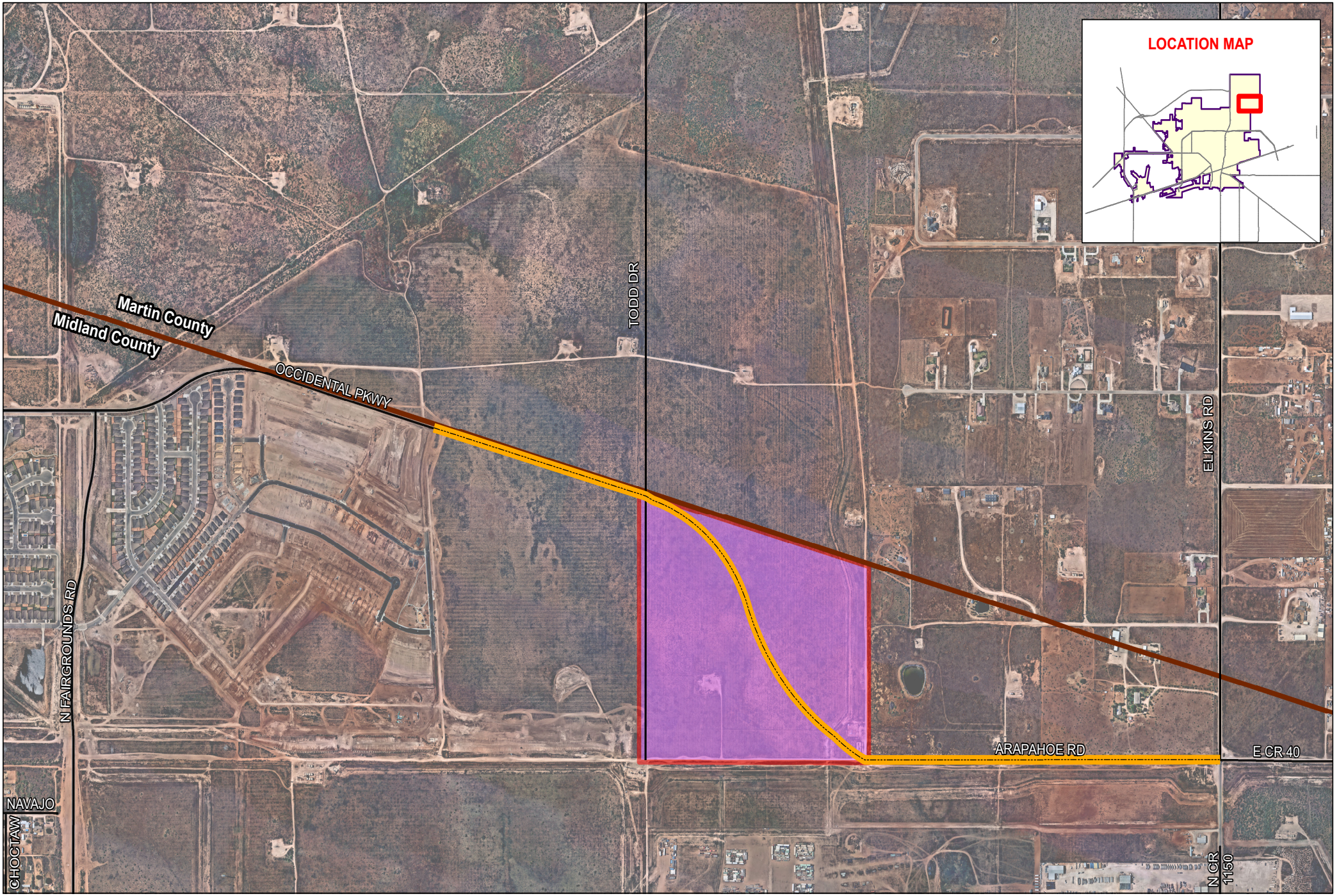
_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



Date: 12/28/2021

Occidental Extension
Existing Street
County Boundary
City Owned Parcels

PACKET

Occidental Extension

Total Length : 9580.54 Feet

December 13, 2022

0 250 500 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 29

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Charles Blumenauer, Fire Chief

Subject: MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH ZACHARIAH J. PATRICK, DO, FOR THE PURPOSE OF PROVIDING THE CITY OF MIDLAND FIRE DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: NONE) (FIRE)

Purpose:

Consider a resolution to approve a professional service agreement between the City and Zachariah J. Patrick, DO to become the medical director for the Midland Fire Department.

Recommended City Council Action:

Approve

Fiscal Impact:

This is a budgeted position within the Midland Fire Department budget at $1,800 per month.

Discussion:

The Midland Fire Department operates EMS services for the City of Midland and Midland County. This operation requires the Department to employ a Medical Director to have oversight of EMS protocols and procedures. The Fire Command staff has vetted Dr. Patrick through an interview process which included the previous Medical Director, Dr. Lawrence Wilson, MD.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 30

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE TO THE PARTY WAGON LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

Purpose:

RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR THE PARTY WAGON LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING TERMS OF THE CERTIFICATE.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE.

Discussion:

Zcibeiro Medina, owner of The Party Wagon LLC, has filed an application with the City Secretary's Office for the issuance of an operating certificate for limousine business. The applicant has successfully passed the requisite background investigation concerning criminal and driving records conducted by the Midland Police Department. Mr. Medina has furnished all required documents related to proof of financial responsibility and singed a copy of the operating certificate, indicating his acceptance of provisions.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE TO THE PARTY WAGON LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to The Party Wagon LLC an Operating Certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the Operating Certificate set forth above unless and until:

A. The Party Wagon LLC has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the Operating Certificate; and

B. The Party Wagon LLC has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. An authorized representative of The Party Wagon LLC has signed a copy of the Operating Certificate indicating acceptance of the provisions set forth therein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to The Party Wagon LLC ("Operator") whose address is 3404 W. Illinois, Suite 204, Midland, TX 79703, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The limousine business operated pursuant to this certificate shall be in the name of The Party Wagon LLC.

2. Term: This certificate shall be valid and in effect for five (5) years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Air & Space Port, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS _____ DAY OF _____, 2022.

_____
Amy M. Turner, City Secretary
City of Midland, Texas

Exhibit A

ACCEPTANCE

The Operator herein named accepts this Operating Certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	12-5-2022
Name of Applicant	The Party Wagon
Application Complete?	Yes ✓ NO
Attachments Complete?	Yes ✓ NO
Copy of current lease or affidavit to ownership & occupancy	Yes ✓ NO
Application verified by City Secretary's Office:	JL
Certificate of Insurance Included? *(5-6-2 (F)3)	Yes JL NO
Certificate of Insurance reviewed by Legal?	Approved: ✓ Disapproved:
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent:
Reviewed by Chief of Police?	Approved: Disapproved:
On file with City Secretary Office 15 days prior to Council Meeting * (5-6-2(B))	Yes NO
Date Application went to Council	
Results	Approved: Rejected:

References from Ordinance NO. 9577

Following review Please return to:

Jamie R. Lopez
City Secretary's Office
City Hall Room 330

For questions please call:

432-685-7559

PACKET

30.8

December 13, 2022

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): Zaiberto Medina
   Permanent Address: 3216 W. Ohio
   Mailing Address: 3216 W. Ohio
   City Midland State TX Zip 79701
   Phone: 432-813-4013

   b. Is this application filed by a partnership? Yes _____ No ✓
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes ___ No ✓
   If Yes, list the name and location of its principal place of business:

   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation

2. Limousine Business Information:

   a. Headquarters Address: 3216 W. Ohio
   Headquarters Phone: 432-813-4013

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: The Party Wagon - Limo bus

   d. Color Scheme: Red

e. Description of each limousine:

Year	Make	Model	Cab #	Owner	Leased?
2000	Ford	E450		Zerbano Midland	no

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same. no

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

Employees (drivers) are given a random drug screen once a year, testing will be done by Drug Screen Compliance.

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.

Attachment B: statement of assets and liabilities dedicated to limousine business.

Attachment C: liability insurance certificate to be approved by City Attorney's office.

Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.

Attachment E: applicant's experience record.

Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Applicant's signature

Subscribed and sworn to before me by the said this the 2nd day of December, 2022, to certify which witness my hand and seal of office.

PAULINA FLORES NOTARY PUBLIC STATE OF TEXAS NOTARY ID 131209918 MY COMM. EXP. 10-27-2025

Notary Public

PACKET

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for Zacharo Medina, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
2002 Chevy Tahoe	$3,000
2015 Suburban	$13,000
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	
Creacion Visual Photography	$15,000

Zahira Medina
Applicant

PACKET

30.12

December 13, 2022

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, Zeiburo Medina, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Zeiburo Medina

Applicant

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
David Corrales Insurance Agency (600856)
PO Box 3856
Midland, TX 79702

CONTACT NAME: Specialty Insurance Managers, Inc.
PHONE (A/C, No, Ext): 8008763278 FAC (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL LIABILITY & FIRE INSURANCE	20052
INSURER B: COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
THE PARTY WAGON LLC
3216 W OHIO
MIDLAND, TX 79701

COVERAGES **CERTIFICATE NUMBER:** 265,643 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS – COMP/OP AGG	$
								$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		73APR410500	11/03/2022 12:01 AM	11/03/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per Person)	$ N/A
							BODILY INJURY (Per accident)	$ N/A
							PROPERTY DAMAGE (Per accident)	$ N/A
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E. L. EACH ACCIDENT	$
							E. L. DISEASE – EA EMPLOYEE	$
							E. L. DISEASE – POLICY LIMIT	$
	☐							$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named an Additional Insured on this policy.

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2000 FORD E450 1FDXE45F6YHA27264	Covered	Comp	15,000	1000/1000	N/A	N/A

CERTIFICATE HOLDER

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
M-5652 (11/2011) 10/31/2022

PACKET 30.14

December 13, 2022

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

PACKET

CERTIFICATE OF FILING
OF

The Party Wagon LLC
File Number: 802635394

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/23/2017

Effective: 01/23/2017

30.15

Rolando B. Pablos
Secretary of State

December 13, 2022

Attachment E

EXPERIENCE RECORD

I, Ezibario Medina, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
None		

Total number of years driving a taxicab: 0

How long have you held a driver's license? 22 Date of Birth: 12/05/1983

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
Texas	2000-Current	B-Enclosement P	15859973

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

Other Comments:

Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): Zaibein Medina Mena
Address: 3216 w. Ohio Midland, TX 79701 Phone: 432-813-4013
Business Address: 3404 w. Illinois Midland, TX 79703 Phone: " "
Birth Place: Torreon, Coahuila, MX Birth Date: 12/05/1983 Age: 38
Race: H Sex: M Hgt 5'10" Wgt: _____ Hair: BLK Eyes: BLK Complexion: _____
List any body or facial marks/defects: _____
Length of Residence: Midland 23 yrs State TX U.S. Citizen? (Yes) or No:
Driving Experience-Number of Years: 20 Social Security #: 643-36-[illegible]

TX DRIVERS LICENSE #: 15859973

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: The Party Wagon LLC
Limousine Company Address: 3404 w. Illinois Midland, TX 79703 (STE. 204)
Physician Name: Anita Marshall
Physician Address: 407 Kent St. Midland, TX 79701 Phone #: 432-967-2273

HAVE YOU EVER BEEN ARRESTED? Yes _____ No ✓

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: Zaibein Medina

Dated: _____

City Council Meeting

Item Number: 31

Meeting Date: December 13, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-036) between the City of Midland and Targa Pipeline Mid-Continent Westex LLC regarding City owned property described as sections 4, 9, 16 and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This ROW License will replace License # 2013-071 effective February 27, 2013, which granted a 30' wide right of way to Atlas Pipeline Mid-Continent Westex L.L.C now known as Targa Pipeline Mid-Continent WesTex LLC. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline.

This Right-of-Way License is for a single ten (10) year period. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($310.00 per rod x 1,350.08 rods) $418,524.80

Surface Damages: existing pipeline, no new surface damage

Total Collected: $419,524.80

Discussion:

This private-use, steel construction gas line is sixteen inches (16) in diameter and buried forty-eight inches (48) deep and does not interfere with the City Sprayberry Farm operations in this area. Attached plats are the “As Built” survey of the existing pipeline. Annual fees are up to date.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement

Morris Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 14, 2022
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Targa Pipeline Mid-Continent Westtex LLC**
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana St., Suite 2100 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**22-329-036**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TWENTY-FOUR and 80/100 Dollars ($418,524.80) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein, and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER

AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and

shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH

PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
TARGA PIPELINE MID-CONTINENT WESTTEX LLC

By: _____
Printed Name: Norman L. Winter
Title: Vice President of Land and ROW

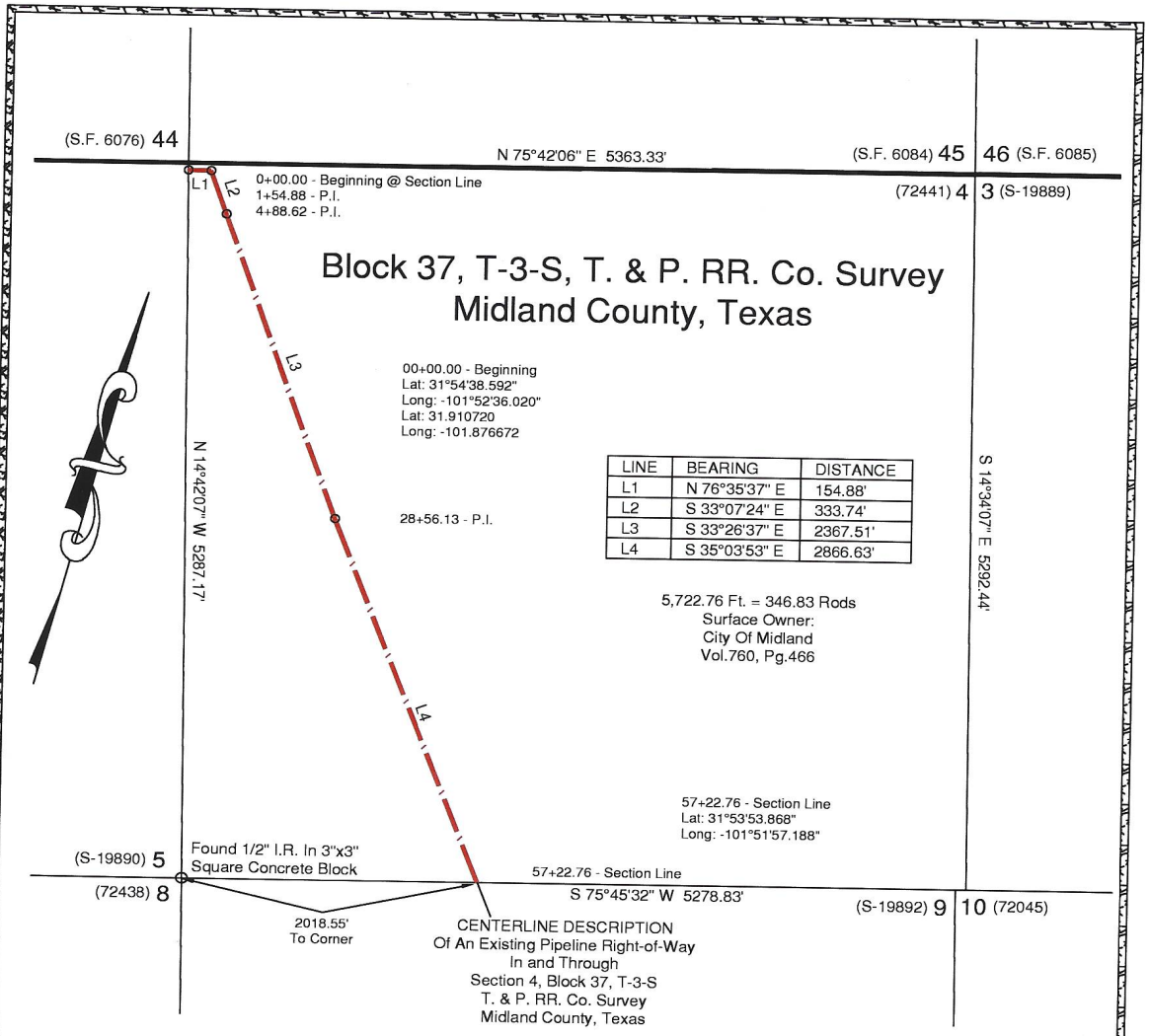
THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 8th day of November, 2022 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent Westtex LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of November, 2022.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026



LINE	BEARING	DISTANCE
L1	N 76°35'37" E	154.88'
L2	S 33°07'24" E	333.74'
L3	S 33°26'37" E	2367.51'
L4	S 35°03'53" E	2866.63'

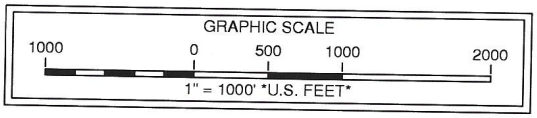
Beginning at pipeline station 0+00.00 for the beginning of this existing pipeline right-of-way from which a found 1/2" iron rod in 3" x 3" square concrete block for the Southwest corner of Section 4, Block 37, T-3-S bears S 14°42'07" E, 5233.37 feet.

Thence N 76°35'37"E, a distance of 154.88 feet to pipeline station P.I. 1+54.88;

Thence S 33°07'24"E, a distance of 333.74 feet to pipeline station P.I. 4+88.62:

Thence S 33°26'37"E, a distance of 2367.51 feet to pipeline station P.I. 28+56.13;

Thence S 35°03'53"E, a distance of 2866.63 feet to pipeline station 57+22.76 being a point in the South line of Section 4 and North line of Section 9 of this portion of this existing pipeline right-of-way from which a found 1/2" iron rod in 3" x 3" square concrete block for the Southwest corner of Section 4, Block 37, T-3-S bears S 75°45'32" W, 2018.55 feet.



Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: A combined grid factor of 0.9998749 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

USGS Quadrangle Sheet: Sprayberry , Texas
USGS Quadrangle Sheet: Stephenson Lake, Texas
USGS Quadrangle Sheet: Pecks Lake , Texas

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

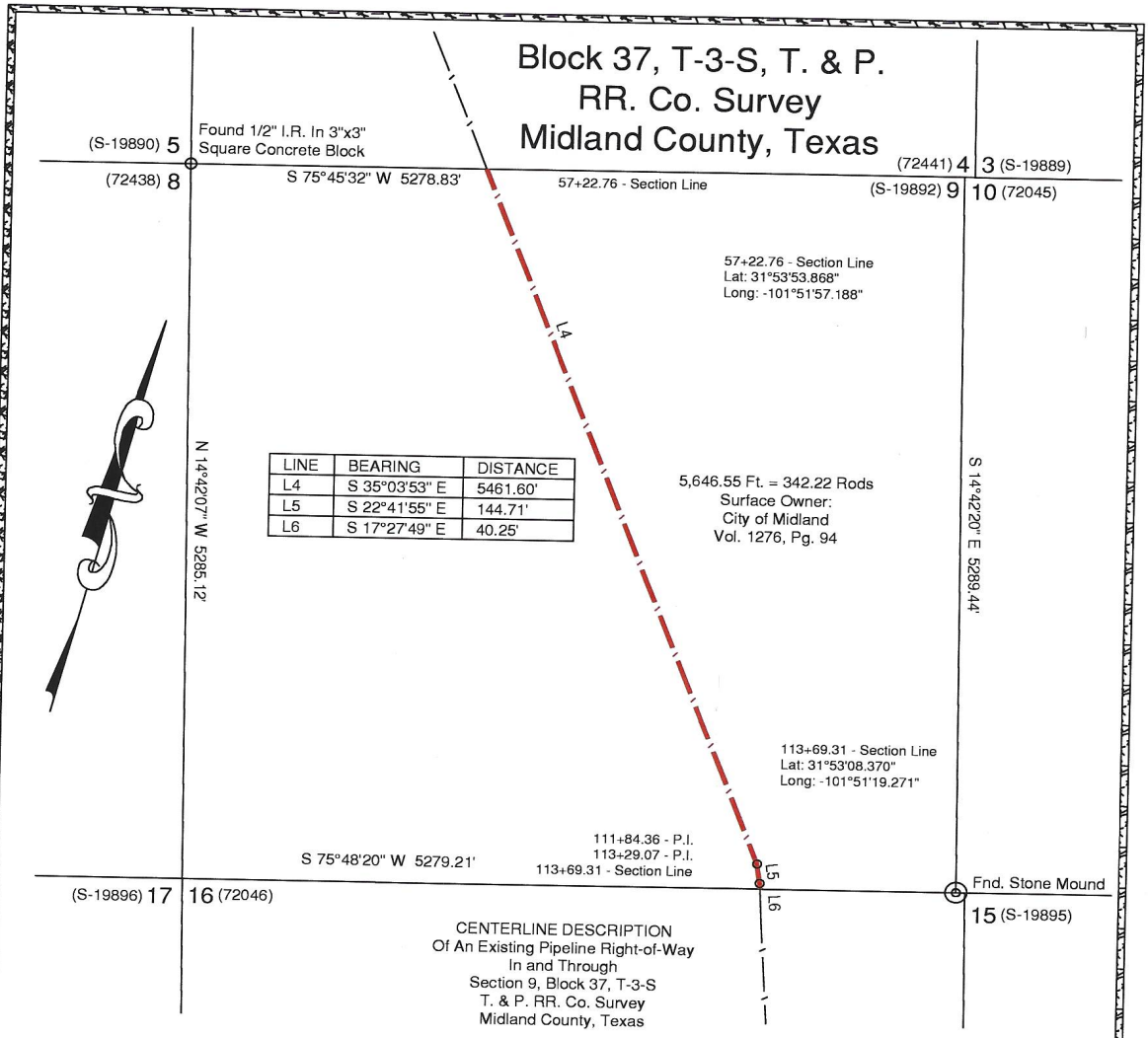
P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

October 3, 2022
221003B1-BCL

Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2013-071 City of Midland Renewal
AFE # OPEX
Existing Pipeline Survey
In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'



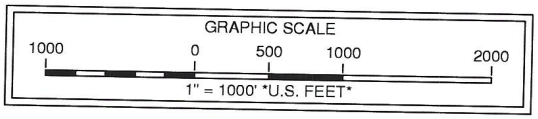
CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
In and Through
Section 9, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 57+22.76 being a point in the South line of Section 4 and the North line of Section 9 for the beginning of this existing pipeline right-of-way from which a found 1/2" iron rod in 3" x 3" square concrete block for the Southwest corner of Section 4, Block 37, T-3-S bears S 75°45'32" W, 2018.55 feet.

Thence S 35°03'53"E, a distance of 5461.60 feet to pipeline station P.I. 111+84.36;

Thence S 22°41'55"E, a distance of 144.71 feet to pipeline station P.I. 113+29.07;

Thence S 17°27'49"E, a distance of 40.25 feet to pipeline station 113+69.31 being a point in the South line of Section 9 and the North line of Section 16 for the end of this portion of this existing pipeline right-of-way from which a found stone mound for the Southeast corner of Section 4, Block 37, T-3-S bears N 75°48'20" E, 1338.07 feet.



Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
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Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

USGS Quadrangle Sheet: Sprayberry , Texas
USGS Quadrangle Sheet: Stephenson Lake, Texas
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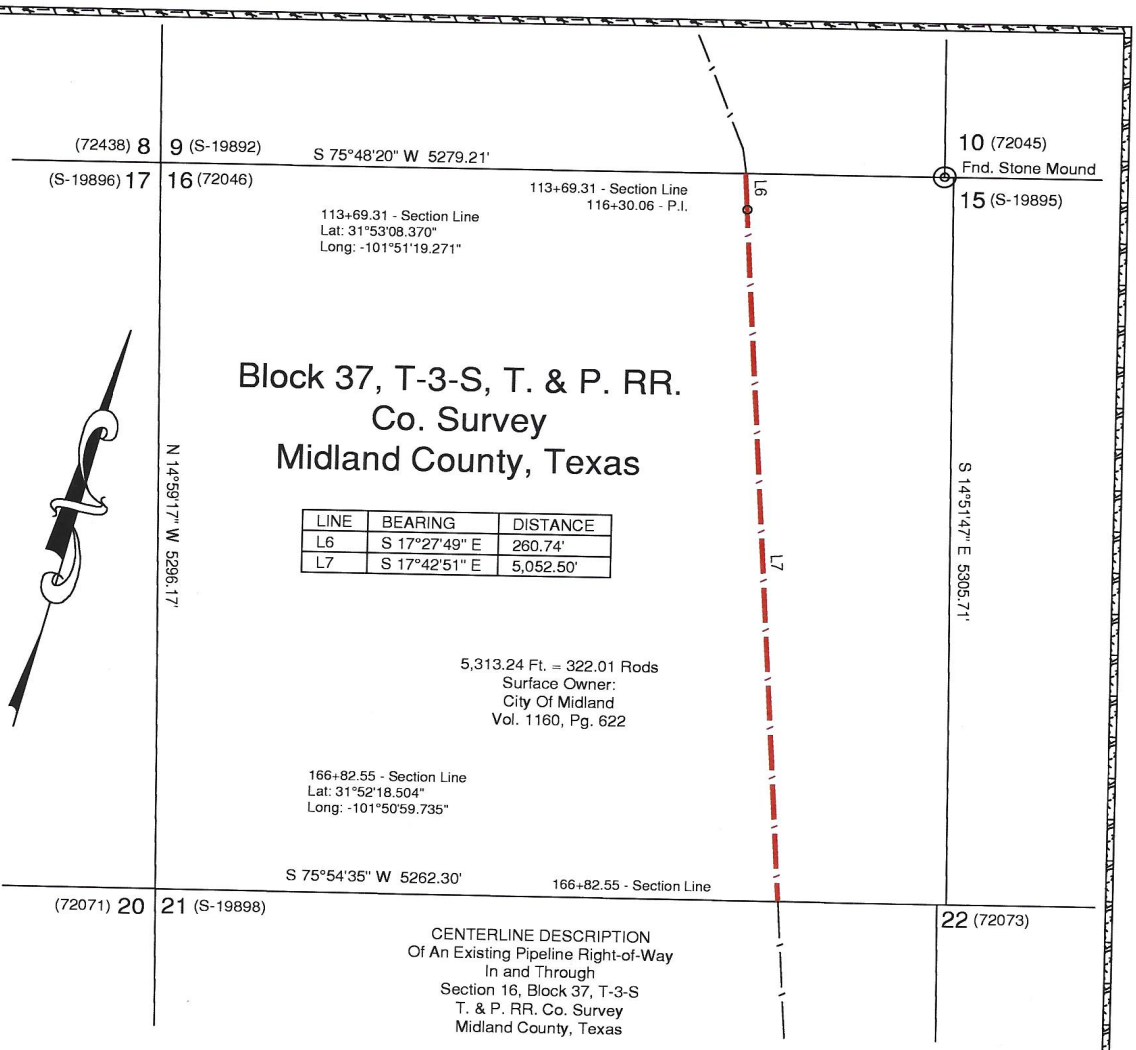
October 3, 2022
221003B2-BCL

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2013-071 City of Midland Renewal
AFE # OPEX
Existing Pipeline Survey
In and Through
Section 9, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'



Beginning at pipeline station 113+69.31 being a point in the South line of Section 9 and the North line of Section 16 for the beginning of this portion of this existing pipeline right-of-way from which a found stone mound for the Southeast corner of Section 4, Block 37, T-3-S bears N 75°48'20" E, 1338.07 feet.

Thence S 17°27'49" E, a distance of 260.74 feet to pipeline station P.I. 116+30.06;

Thence S 17°42'51" E, a distance of 5052.50 feet to pipeline station 166+82.55 being a point in the South line of Section 16 and the North line of Section 21 for the end of this portion of this existing pipeline right-of-way from which a found stone mound for the Southeast corner of Section 4, Block 37, T-3-S bears N 03°22'49" W, 5399.17 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: A combined grid factor of 0.9998749 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

USGS Quadrangle Sheet: Sprayberry , Texas
USGS Quadrangle Sheet: Stephenson Lake, Texas
USGS Quadrangle Sheet: Pecks Lake , Texas

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

October 3, 2022
221003B3-BCL

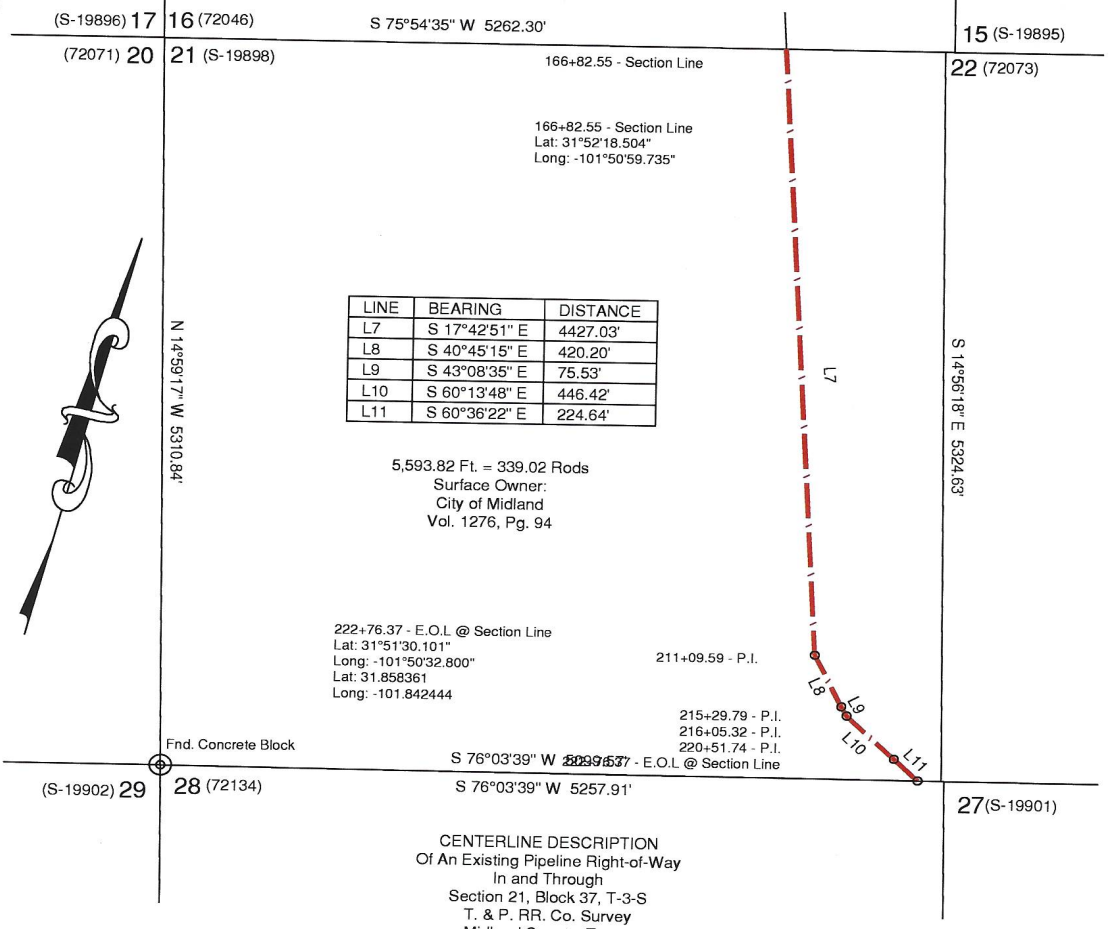
P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2013-071 City of Midland Renewal
AFE # OPEX
Existing Pipeline Survey
In and Through
Section 16, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'

Block 37, T-3-S, T. & P. RR. Co. Survey
Midland County, Texas



CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
In and Through
Section 21, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 166+82.55 being a point in the South line of Section 16 and the North line of Section 21 for the beginning of this existing pipeline right-of-way from which a found concrete block for the Southwest corner of Section 21, Block 37, T-3-S bears S 23°38'47" W, 6714.69 feet.

Thence S 17°42'51"E, a distance of 4427.03 feet to pipeline station P.I. 211+09.59;
Thence S 40°45'15"E, a distance of 420.20 feet to pipeline station P.I. 215+29.79;
Thence S 43°08'35"E, a distance of 75.53 feet to pipeline station P.I. 216+05.32;
Thence S 60°13'48"E, a distance of 446.42 feet to pipeline station P.I. 220+51.74;
Thence S 60°36'22" E, a distance of 224.64 feet to pipeline station 222+76.37 being the E.O.L. (End of Line) of this existing pipeline right-of-way from which a found concrete block for the Southwest corner of Section 21, Block 37, T-3-S bears S 76°03'39" W, 5099.57 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: A combined grid factor of 0.9998749 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

USGS Quadrangle Sheet: Sprayberry , Texas
USGS Quadrangle Sheet: Stephenson Lake, Texas
USGS Quadrangle Sheet: Pecks Lake , Texas

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

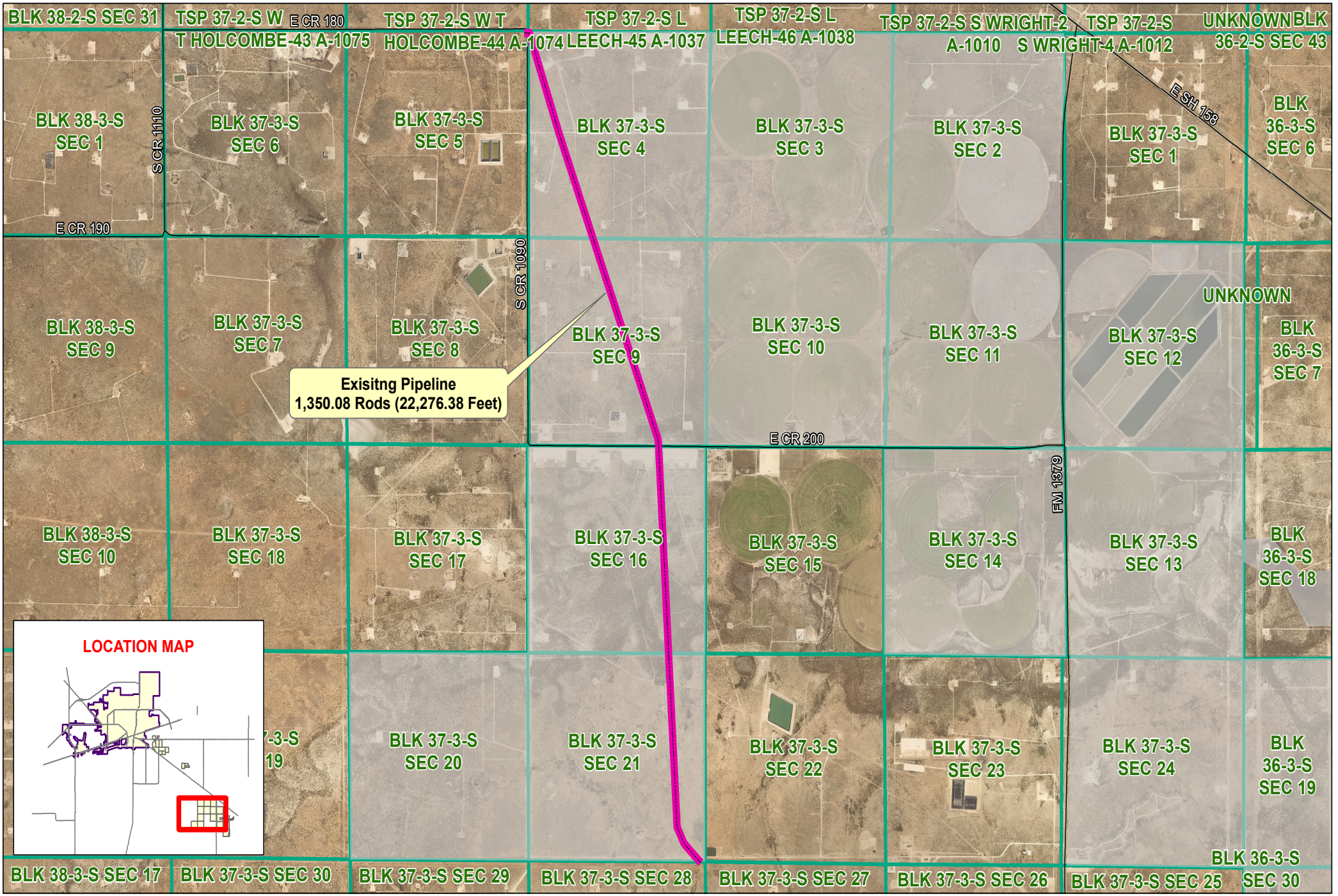
October 3, 2022
221003B4-BCL

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2013-071 City of Midland Renewal
AFE # OPEX
Existing Pipeline Survey
In and Through
Section 21, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'



Date: 10/19/2022

Existing Pipeline ROW
Street
City Owned Property
Survey Section

Targa Pipeline
Mid-Continent Westtex LLC
Existing Pipeline ROW

December 13, 2022

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0029979

DATE: October 11, 2022

AMOUNT: $1,000.00

PAY ONE THOUSAND DOLLARS & 00/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

SIGNATURE

Justin Wenger
PRINTED NAME

⑈0029979⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 75-600608

0029979

IN FULL FOR Consideration for a pipeline license application located in:

Sections 4, 9,16 & 21, Block 37, T3S,
T. & P. R.R. Co. Survey, Midland County, Texas

~~Application Fee: $1,000.00~~

Total Consideration: **$1,000.00**

Renewal 2013-071

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 3504 GL ACCOUNT 552004 RC 535000 LOC 20001

1004 – Easement/Damages

PROJECT NO _____ TASK _____

PROJECT NAME Renewal 2013-071

ENTERED THE ONE NET _____ DATE October 11, 2022

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0029987

DATE: November 10, 2022

AMOUNT: $418,524.80

PAY Four Hundred Eighteen Thousand Five Hundred Twenty-Four Dollars & 80/100****** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE

JUSTIN WENGER
PRINTED NAME

⑈0029987⑈ ⑆071000013⑆ 63255880 5⑈

TAXPAYER ID/SSN NO.

0029987

IN FULL FOR Consideration for a pipeline easement and all damages associated with said easement located in Sections 4, 9, 16, and 21 Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

1,350.08 Rods

Total License Fee = $418,524.80

~~COM License 2013-071/ 22-329-036~~

Targa Resources, LLC

DEPT APPROVAL DATE:

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552004 RC 535000 LOC 20001

PROJECT NO TASK

1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2013-071

ENTERED THE ONE NET DATE November 10, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN101831123--3-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Electric & Gas Ins Services Ltd	3190004
INSURER B : ACE American Insurance Company	22667
INSURER C : ACE Property & Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Targa Delaware LLC
811 Louisiana Street, Suite 2100
Houston, TX 77002

COVERAGES **CERTIFICATE NUMBER:** HOU-003959846-01 **REVISION NUMBER:** 3

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** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	YX03219001P	10/31/2021	10/31/2022	EACH OCCURRENCE	$	See Next Page
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	See Next Page
							MED EXP (Any one person)	$	See Next Page
							PERSONAL & ADV INJURY	$	See Next Page
							GENERAL AGGREGATE	$	See Next Page
							PRODUCTS - COMP/OP AGG	$	See Next Page
								$	
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ISA H2555503A	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
C	X **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 1,000,000	X	X	XOC G28178281 006	10/31/2021	10/31/2022	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLR C67815713	10/31/2021	10/31/2022	X PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Right of Way
The Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Midland

300 N. Loraine
Midland, TX 9701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

PACKET 31.25 December 13, 2022

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Targa Delaware LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

As Respects General Liability:

A. Limit of Liability Each Occurrence:
1. $1,000,000*
2. $2,000,000 General Aggregate

B. Joint Venture Limit of Liability Each Occurrence:
Per Limit of Liability Section (3)
$1,000,000*

C. Combined Products Liability and Completed Operations Liability
Aggregate Limit of Liability for the Policy Period:
$2,000,000*

D. Failure to Supply Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

E. Pollution Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

F. Medical Malpractice Injury Limit of Liability Each Occurrence:
$1,000,000*

G. Wildfire Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

*Subject to the $2,000,000 General Aggregate

As Respects General Liability:
Indemnity and Defense Costs are included in the Limits of Liability.

As Respects General Liability:
Policy does not contain an exclusion applicable to construction or demolition work within 50 feet of a railroad.

As Respects General Liability:
Policy does not contain exclusion for explosion, collapse or underground property damage hazards.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
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POLICY NUMBER: ISA H2555503A

Endorsement Number: 1

FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

USDOT Number: _ **Date Received:** _

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Targa Resources Corp. **of** TX
(Motor Carrier name) *(Motor Carrier state or province)*

Dated at Wilmington, DE 19803 **on this** 20th **day of** October , 20 21 .

Amending Policy Number: ISA H2555503A **Effective Date:** 10/31/2021

Name of Insurance Company: ACE American Insurance Company

JOHN J. LUPICA, President

Countersigned by: _____
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

[X] *This insurance is primary and the company shall not be liable for amounts in excess of $* 3,000,000 *for each accident.*

[ ] *This insurance is excess and the company shall not be liable for amounts in excess of $* _____ *for each accident in excess of the underlying limit of $* _____ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.

(continued on next page)

MC1622y (06-21) Wolters Kluwer | Uniform Forms

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

City Council Meeting

Item Number: 32

Meeting Date: December 13, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-035) with CrownQuest Operating, LLC., regarding City-owned property described as Section 8, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide applicant a 30' wide right of way to place 2,150.52' of a 25 KV phase to ground powerline on City of Midland owned Plant Farm property. To accommodate existing field conditions 1717.24' will be above ground and 433.28' will be buried. Applicant will need an additional 30' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

22KV Power Line ($70.00 per rod x 130.34 rods) paid 10 years in advance ($9,123.80)

Surface Damages: included in the new annual rate

Total Collected: $10,123.80

Discussion:

This right of way will be 2,150.52’ of a 25 KV phase to ground powerline on the City of Midland-owned Plant Farm property. To accommodate existing field conditions 1717.24’ will be above ground with Utility poles spaced between 275’ to 282’ intervals, and 433.28’ will be buried a minimum of 36” deep.

Certificates of Insurance are on file

City Secretary is to record all documents

Morris William Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 14, 2022
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**CrownQuest Operating, LLC**
Licensee's Representative:	**Robert W. Floyd**
Licensee's Mailing Address:	P.O. Box 53310 Midland, Texas 79710
Property:	As described in Article III below
License Number:	**22-329-035**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of NINE THOUSAND ONE HUNDRED TWENTY-THREE and 80/100 Dollars ($9,123.80) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being sixty (60) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a 25KV phase to ground powerline with one thousand seven hundred seventeen and twenty-four hundredths (1,717.24) feet being above ground with utility poles, spaced at two hundred seventy-five (275) to two hundred eighty-two (282) foot intervals, and four hundred thirty-three and twenty-eight hundredths (433.28) feet being below ground as shown on **Exhibit A**, and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the powerline is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the powerline and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the powerline and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Powerline Depth. Licensee covenants and agrees that it will bury the buried portion of the 25KV phase to ground powerline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such powerline shall be compacted to a density of ninety percent (90%), except where such powerline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's powerline intersects with a City of Midland utility line location, the powerline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWERLINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any powerline or facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely

closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes, and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages, or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any powerline, facility, or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without

limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR. ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH

DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWERLINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWERLINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES,

DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant, or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting, or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER

BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted, and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained.

The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent

that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
CROWNQUEST OPERATING, LLC

By: _____
Printed Name: Robert W. Floyd
Title: President

THE STATE OF TX §
§
COUNTY OF Midland §

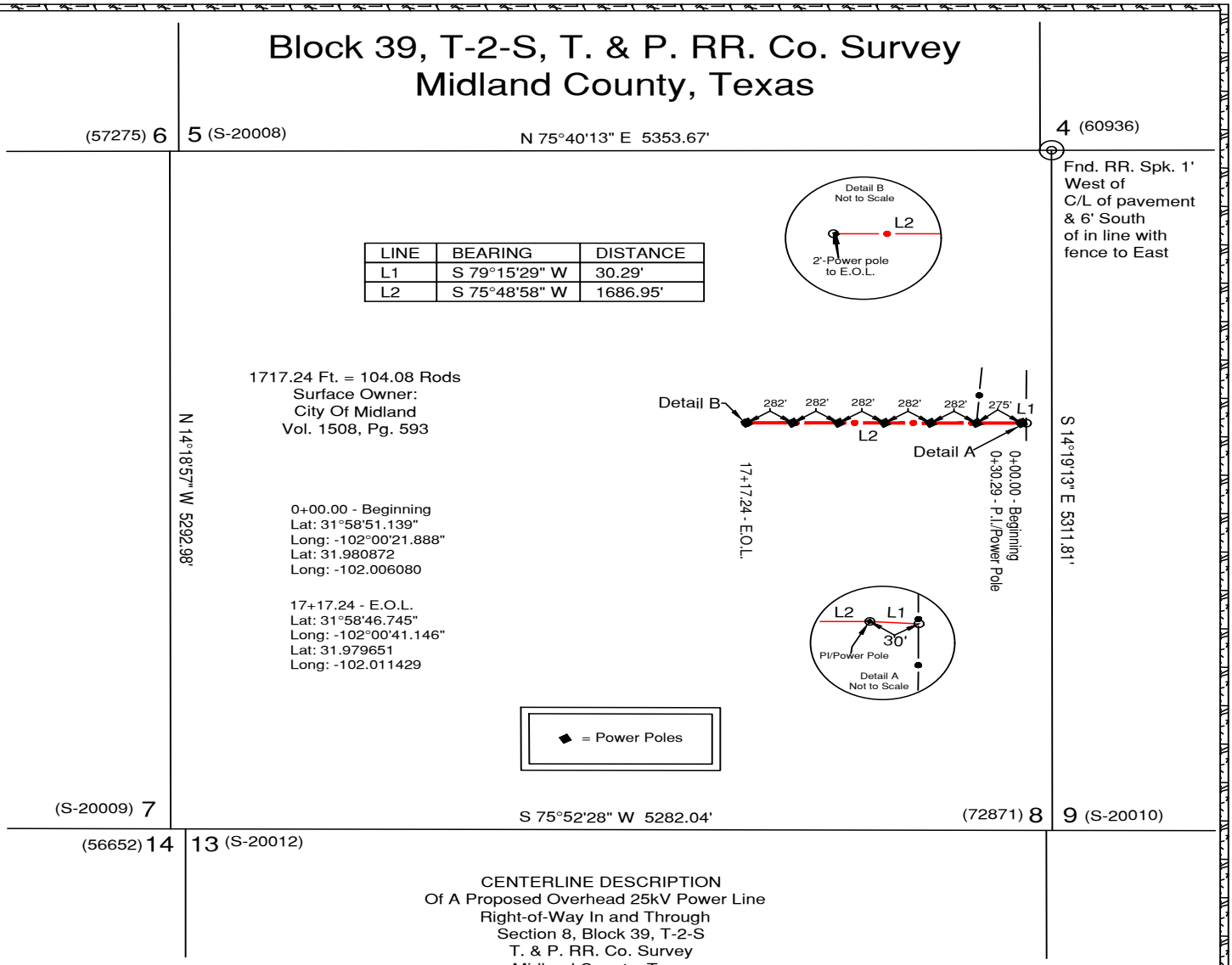
BEFORE ME, the undersigned authority, on this 16th day of November, 2022 personally appeared Robert W. Floyd an officer of CrownQuest Operating, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of November, 2022.

_____
Notary Public, State of TX

MOLLY MCGUIRE O'DONNEL
Notary ID #130546453
My Commission Expires
February 19, 2024

Block 39, T-2-S, T. & P. RR. Co. Survey
Midland County, Texas



CENTERLINE DESCRIPTION
Of A Proposed Overhead 25kV Power Line
Right-of-Way In and Through
Section 8, Block 39, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at power line station 0+00.00 for the beginning of this proposed overhead 25kV power line right-of-way from which a found railroad spike West of centerline of pavement and six feet South of and in line with fence to East for the Northeast corner of Section 8, Block 39, T-2-S bears N 10°07'56" W, 2138.02 feet.

Thence S 79°15'29" W, a distance of 30.29 feet to power line station P.I. 0+30.29;

Thence S 75°48'58" W, a distance of 1686.95 feet to power line station 17+17.24 being the E.O.L. (End of Line) for this proposed overhead 25kV power line right-of-way from which a found railroad spike West of centerline of pavement and six feet South of and in line with fence to East for the Northeast corner of Section 8, Block 39, T-2-S bears N 27°03'32" E, 2833.88 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
Note: A combined grid factor of 0.9998972 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Crownquest Operating, LLC.

Revised: 11/07/2022-KRM
USGS Quadrangle Sheet: Southeast Midland, Tex.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

PACKET 39 of 48

September 28, 2022
220920M-BCL

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

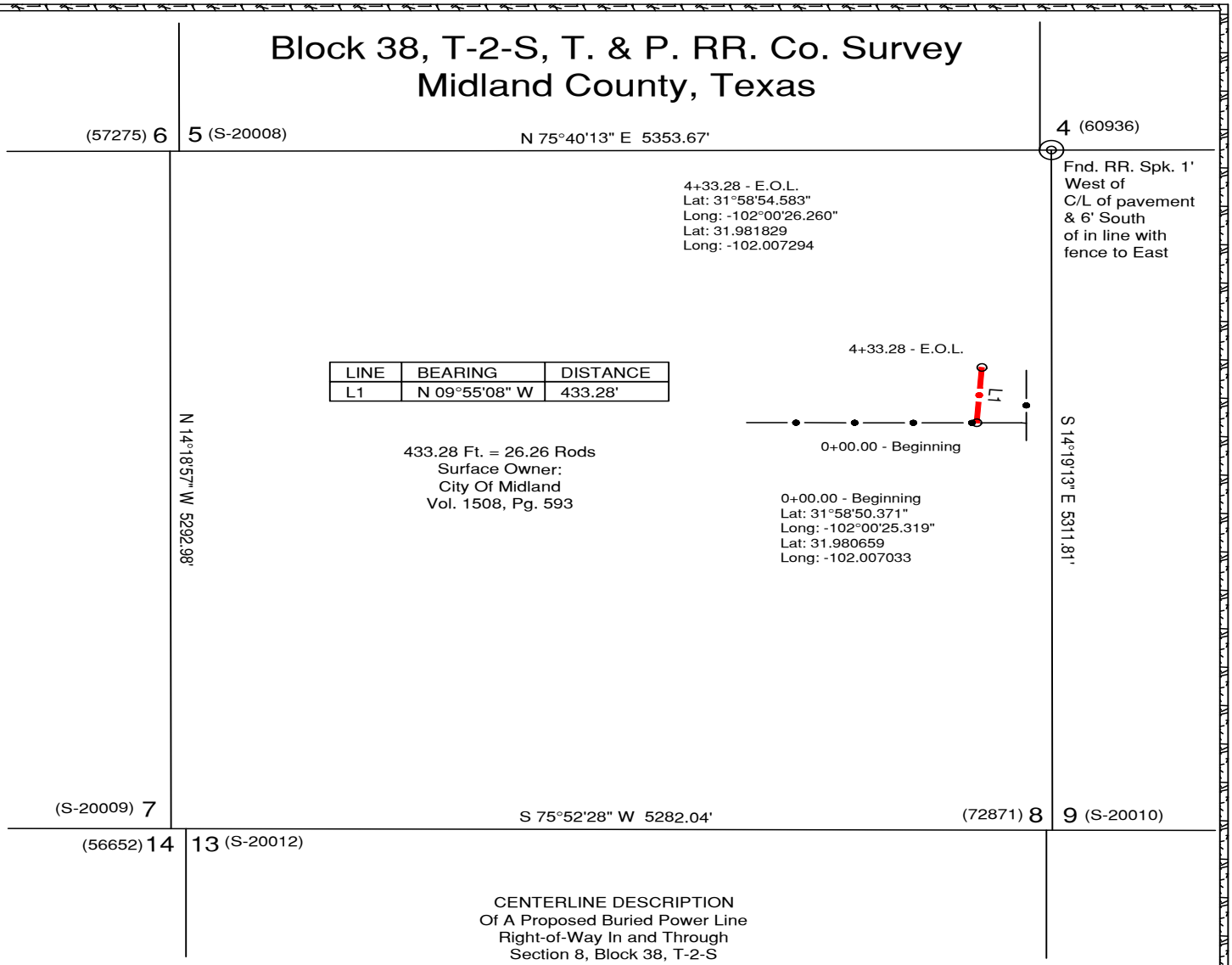
Proposed Power Line Survey Plat

CROWNQUEST OPERATING, LLC.
Brazos Jones Overhead 25kV Power Line
Proposed Power Line Survey In and Through
Section 8, Block 39, T-2-S T. & P. RR. Co. Survey
Midland County, Texas

December 13, 2022

Scale: 1" = 1000'

Block 38, T-2-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	N 09°55'08" W	433.28'

CENTERLINE DESCRIPTION
Of A Proposed Buried Power Line
Right-of-Way In and Through
Section 8, Block 38, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at power line station 0+00.00 for the beginning of this proposed power line right-of-way from which a found railroad spike West of centerline of pavement and six feet South of and in line with fence to East for the Northeast corner of Section 8, Block 38, T-2-S bears N 02°05'26" W, 2179.28 feet.

Thence N 09°55'08" W, a distance of 433.28 feet to power line station 4+33.28 being the E.O.L. (End of Line) for this proposed power line right-of-way from which a found railroad spike West of centerline of pavement and six feet South of and in line with fence to East for the Northeast corner of Section 8, Block 38, T-2-S bears N 00°09'33" W, 1751.04 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
Note: A combined grid factor of 0.9998972 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Crownquest Operating, LLC.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

September 20, 2022
220920M1-BCL

USGS Quadrangle Sheet: Southeast Midland, Tex.

Proposed Power Line Survey Plat

CROWNQUEST OPERATING, LLC.
Brazos Jones Power Line
Proposed Buried Power Line
Survey In and Through
Section 8, Block 38, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'

PACKET
32.19
December 13, 2022



Date: 10/31/2022

Buried Power Line
Overhead Power Line
Street
Survey Section

PACKET 32 20

Crownquest
Proposed Power Line ROW

December 13, 2022

0 250 500 Feet

©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CHECK NO. 22754

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
2211-AP-2293	11/07/22	QLS2022-1445	1000.00	0.00		1000.00

VENDOR	CHECK DATE	TOTAL	
100167 CITY OF MIDLAND	11/09/22		1,000.00

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

CROWNQUEST
CROWNQUEST OPERATING, LLC
P.O. Box 53310
Midland, TX 79710
432-818-0300

UnionBank
(800) 418-6466
unionbank.com
16-49/1220

22754

DATE 11/09/22

CONTROL NUMBER 105335

PAY One thousand dollars and 00 cents

VOID AFTER 90 DAYS

AMOUNT $**********1,000.00

Security features. Details on back.

TO THE ORDER OF
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

MP

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $100,000

MP

DISAPPEARS WITH HEAT

⑈022754⑈ ⑆122000496⑆ 456000124⑈

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Elliott
InSource Insurance Group, LLC 5108 Wayland Dr. Odessa TX 79762-5513	PHONE (A/C, No, Ext): (432)362-8800 FAX (A/C, No): (432)362-8855 E-MAIL ADDRESS: KellyE@InSourceIns.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Markel International Insurance
INSURED	INSURER B : Liberty Mutual Fire Ins Co
CrownQuest Operating, LLC PO Box 53310 Midland TX 79710	INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL21123026321 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X S&A Poll 30/90 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			JCGL103641	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			AS2-641-445886-011	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED / RETENTION $			JUMB103169	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$ 50,000,000 $ 50,000,000
B	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		WC2-641-445886-021	12/31/2021	12/31/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms and conditions and a written contract between cert holder and insured:
WC, GL, AUTO, UMB Blanket Waiver of Subrogation GL, AUTO, UMB include Blanket Additional Insured.
Policies have been endorsed with 30 day NOC. GL/UMB include Sudden & Accidental Pollution. GL includes $25000 ded on Pollution clean up cost. Coverage extends to Right-of-Way License Agreement

CERTIFICATE HOLDER

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Wood/KJE

PACKET 32.22 December 13, 2022

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COMMENTS/REMARKS

Bond # RLB0014710
Company - RLI Insurance
Effective 7/30/21 - 7/30/22
Principal: CrownQuest Operating, LLC
Blanket Bond $75,000 limit applicable for Permits to drill wells for oil or gas within the city limits.
Covered wells:
COM Nail #1
COM Nail #2
COM Nail #3
City Nail #1

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Additional Named Insureds

Other Named Insureds	
Enerquest Oil & Gas, Ltd.	Limited partnership, Additional Named Insured
EnerQuest Property Management, LLC	Limited Liability Company, Additional Named Insured
Hexagon Interim Partnership	Partnership, Additional Named Insured
Hexagon Partners, Ltd	Limited corporation, Additional Named Insured
Mallard Land Development, LLC	Limited Liability Company, Additional Named Insured
Mallard Land, LLC	Limited Liability Company, Additional Named Insured
Mallard Royalty Holdings, LP	Limited partnership, Additional Named Insured
Mallard Royalty Partners	Partnership, Additional Named Insured
MRH 2018, LP	Limited partnership, Additional Named Insured
Muscovy Land Partners, LLC	Limited Liability Company, Additional Named Insured
Pintail Land Development, LP	Limited partnership, Additional Named Insured
Teal Trading & Development, LP	Limited partnership, Additional Named Insured
Texas Land & Royalty, Ltd.	Limited corporation, Additional Named Insured

OFAPPINF (02/2007) COPYRIGHT 2007, AMS SERVICES INC

City Council Meeting

Item Number: 33

Meeting Date: December 13, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way license (22-317-028) with WTG North Permian Midstream regarding City-owned property described as Section 36, Block 39, T-1-N, T&P RR Co. Survey, Martin County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant with a renewal of an existing 30' wide right of way and provide for the expansion of the current surface use area. On August 15, 2012, the City of Midland granted WTG Gas Processing, L.P a 10-year Right of Way with a 5-year renewal option License to place three pipelines, a twelve-inch (12") and a four-inch (4) Poly construction, and an eight-inch (8) steel construction natural gas pipelines and a 37,500 square foot surface pad area for a compressor station on City of Midland owned real property in Martin County. At this time, City and the applicant have agreed to do a new license that will allow the applicant to replace the 12" pipelines with a 20" pipeline and expand the pad site area from 37,500 square feet to 80,150 square feet or 1.84 acres

The applicant will need a 20' wide temporary workspace for the pipeline replacement and construction of the pad site.

This Right-of-Way License is for a 10-year period. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee: $1,000.00

10-Year Lease Rate,

20” pipeline: 90.47 rods x $310 per rod ($28,045.70)
8” pipeline: 226.74 rods x $170 per rod ($38,545.80)
4” pipeline: 226.74 rods x $90 per rod ($20,406.60)

Surface area: 80,150.40 square feet x $0.12 per sq. ft ($9,618.05)

Total 10-year ROW License fees: $96,616.15

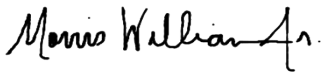
Total Collected this date: $97,616.15

Discussion:

Currently, there are 3 pipelines in place under the ROW License dated 8/15/2012, a four-inch poly construction (4), an eight-inch steel (8), and a twelve-inch poly (12) natural gas lines. This license also allowed a 250’ x 150’ (37,500 sq. ft.) surface use area for a gas compressor station. The applicant at this time would like to renew and expand the right of way to replace the 12” poly line with a 20” poly construction pipeline and enlarge the existing surface use area to 80,150.4 square foot area / 1.84 acres. Pipelines are and will be buried a minimum of 36” deep.

Certificates of Insurance are on file

City Secretary is to record all documents



City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	December 14, 2022
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**WTG North Permian Midstream LLC**
Licensee's Representative:	**Billy Melton**
Licensee's Mailing Address:	303 Veteran's Airpark Lane, Suite 5000 Midland, Texas 79705
Property:	As described in Article III below
License Number:	**22-317-028**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood, and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision, or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of NINETY-SIX THOUSAND SIX HUNDRED SIXTEEN and 15/100 Dollars ($96,616.15) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline locations as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, two (2) poly construction pipeline, one not to exceed four (4) inches in diameter and the other not to exceed twenty (20) inches in diameter, and a steel construction pipeline, not to exceed eight (8) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose and Licensee shall have the right to enter upon the Property for the purpose of placing, constructing, operating, repairing, maintaining and removing a surface site not to exceed one and eighty-four hundredths (1.84) acres as shown on **Exhibit B**, attached hereto and incorporated herein, and shall have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipelines to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipelines shall be compacted to a density of ninety percent (90%), except where such pipelines cross under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that one of Licensee's pipelines intersect with a City of Midland utility line location, that pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINES OR PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace, or remove any pipeline or permitted facility built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall

not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris, or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes, and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages, or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation change or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding

Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one

or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH

THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY OF THE PIPELINES OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINES OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS

AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is

given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant, or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations, and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods, or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting, or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND

CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted, and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting

of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory, or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section

2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty, or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
WTG NORTH PERMIAN MIDSTREAM LLC

By: Billy Melton
Printed Name: Billy Melton
Title: Vice President of Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 29 day of November, 2022 personally appeared Billy Melton an officer of WTG North Permian Midstream LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

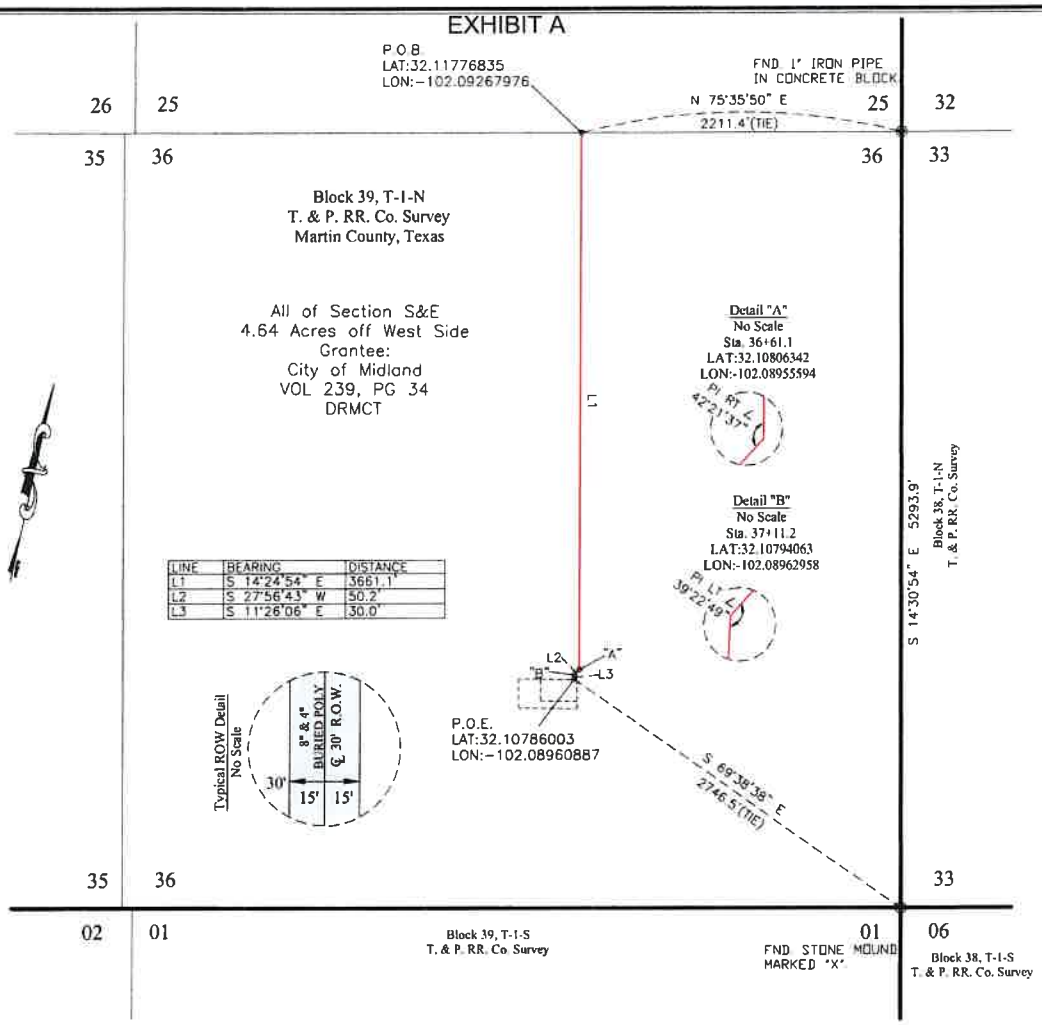
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of November, 2022.

Notary Public, State of Texas

KEITH A OBERG
Notary ID #130251118
My Commission Expires
June 5, 2023

EXHIBIT A

W.O. No: 2022-0156



LINE	BEARING	DISTANCE
L1	S 14°24'54" E	3661.1'
L2	S 27°56'43" W	50.2'
L3	S 11°26'06" E	30.0'

CENTERLINE DESCRIPTION

CENTERLINE of a existing pipeline crossing a tract of land referenced in that certain deed to City of Midland by document recorded in Volume 239, Page 34 of the Deed Records of Martin County, Texas, and being located in Section 36, Block 39, T-1-N, T. & P. RR. Co. Survey, Martin County, Texas and being more particularly described as follows:

Note: Plane coordinates and bearings shown hereon are Lambert grid and conform to the Texas State Plane Coordinate System, "Texas Central Zone", North American Datum of 1983. Distances and Areas shown hereon are grid values.

BEGINNING at a point in the Northeast quarter of said Section 36, from which a 1 inch iron pipe in concrete block found at or near the Northeast corner of said Section 36 bears N 75°35'50" E, a distance of 2211.4 feet;

THENCE S 14°24'54" E, a distance of 3661.1 feet for a point of intersection right;

THENCE S 27°56'43" W, a distance of 50.2 feet for a point of intersection left;

THENCE S 11°26'06" E, a distance of 30.0 feet for the END OF THIS LICENSE from which a stone mound marked "X" found at or near the Southeast corner of said Section 36 bears S 69°38'38" E a distance of 2746.5 feet.

Total length of existing pipeline license equals 3741.3 feet or 226.74 rods, more or less.

8" & 4" PIPELINE LICENSE TOTALS		
	FEET	RODS
OVERALL	3741.3	226.74

LEGEND

- ◉ – FOUND MONUMENT AS NOTED
- ○ – CALCULATED CORNER
- – CALICHE LEASE ROAD
- X — X — – BARBED WIRE FENCE LINE
- E — E — – OVERHEAD ELECTRIC LINE
- // — // — – BURIED PIPELINE
- – EXISTING PIPELINE LICENSE

O.P.R.M.C.T. – OFFICIAL PUBLIC RECORDS OF MARTIN COUNTY, TEXAS
D.R.M.C.T. – DEED OF RECORDS OF MARTIN COUNTY, TEXAS

1000 0 1000 2000 FEET

SCALE: 1" = 1000'

NOTES:

1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.

2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY OMITTED.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
WADE A. MERTZ
4082
PROFESSIONAL
LAND SURVEYOR

WADE MERTZ TEXAS R.P.L.S. NO. 4082

LAND POINT
dba West Company of Midland, LLC

FIRM REGISTRATION NO. 10068800
110 W. LOUISIANA STE. 500
MIDLAND TEXAS, 79701
(432) 687-0865 – (432) 687-0868 FAX

City of Midland

WTG North Permian Midstream LLC

349 COMPRESSOR NORTH LINE

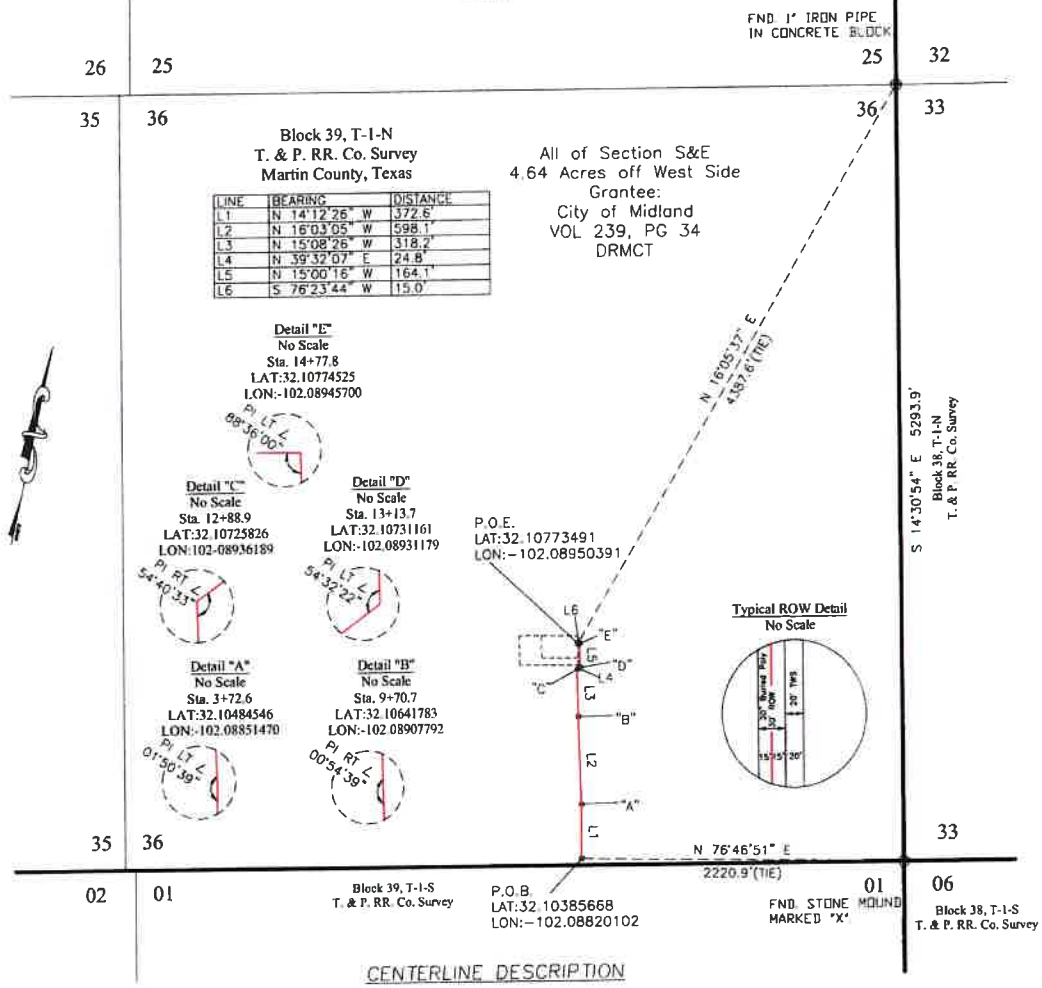
EXISTING 8" & 4" PIPELINE LICENSE
CROSSING SECTION 36, BLOCK 39, T-1-N
T. & P. RR. CO. RR. CO. SURVEY
MARTIN COUNTY, TEXAS

Survey Date: JUNE 16, 2022	SHEET 1 OF 2
Revised Date: JULY 11, 2022	Drawn By: TD

T:\WTG Gas Gathering Company (KEVIN)\2022\2022-0156 349 COMPRESSOR SITE\2022-0156 349 COMPRESSOR SITE.dwg

W.O. No: 2022-0156

EXHIBIT A



CENTERLINE DESCRIPTION

CENTERLINE of a pipeline crossing a tract of land referenced in that certain deed to City of Midland by document recorded in Volume 239, Page 34 of the Deed Records of Martin County, Texas, and being located in Section 36, Block 39, T-1-N, T. & P. RR. Co. Survey, Martin County, Texas and being more particularly described as follows:

Note: Plane coordinates and bearings shown hereon are Lambert grid and conform to the Texas State Plane Coordinate System, "Texas Central Zone", North American Datum of 1983. Distances and Areas shown hereon are grid values.

BEGINNING at a point in the Southeast quarter of said Section 36, from which a stone mound marked "X" found at or near the Southeast corner of said Section 36 bears N 76°46'51" E a distance of 2220.9 feet.

THENCE N 14°12'26" W, a distance of 372.6 feet to a point of intersection left;

THENCE N 16°03'05" W, a distance of 598.1 feet to a point of intersection right;

THENCE N 15°08'26" W, a distance of 318.2 feet to a point of intersection right;

THENCE N 39°32'07" E, a distance of 24.8 feet to a point of intersection left;

THENCE N 15°00'16" W, a distance of 164.1 feet to a point of intersection left;

THENCE S 76°23'44" W, a distance of 15.0 feet for the END OF THIS LICENSE from which a 1 inch iron pipe in concrete block found at or near the Northeast corner of said Section 36 bears N 16°05'37" E, a distance of 4387.6 feet;

Total length of pipeline license equals 1492.8 feet or 90.47 rods, more or less.

20" PIPELINE LICENSE TOTALS		
	FEET	RODS
OVERALL	1492.8	90.47

LEGEND

- ● – FOUND MONUMENT AS NOTED
- ○ – CALCULATED CORNER
- – CALICHE LEASE ROAD
- X X – BARBED WIRE FENCE LINE
- E E – OVERHEAD ELECTRIC LINE
- – BURIED PIPELINE
- – PIPELINE LICENSE

O.P.R.M.C.T. – OFFICIAL PUBLIC RECORDS OF MARTIN COUNTY, TEXAS
D.R.M.C.T. – DEED OF RECORDS OF MARTIN COUNTY, TEXAS

1000 0 1000 2000 FEET
SCALE: 1" = 1000'

NOTES:

1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.

2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY OMITTED.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED WADE A. MERTZ 4082 PROFESSIONAL LAND SURVEYOR

WADE MERTZ TEXAS R.P.L.S. NO. 4082

LAND POINT
dba West Company of Midland, LLC
FIRM REGISTRATION NO. 10083900
110 W. LOUISIANA, STE. 410
MIDLAND, TEXAS, 79701
(432) 687-0865 – (432) 687-0868 FAX

City of Midland

WTG North Permian Midstream LLC

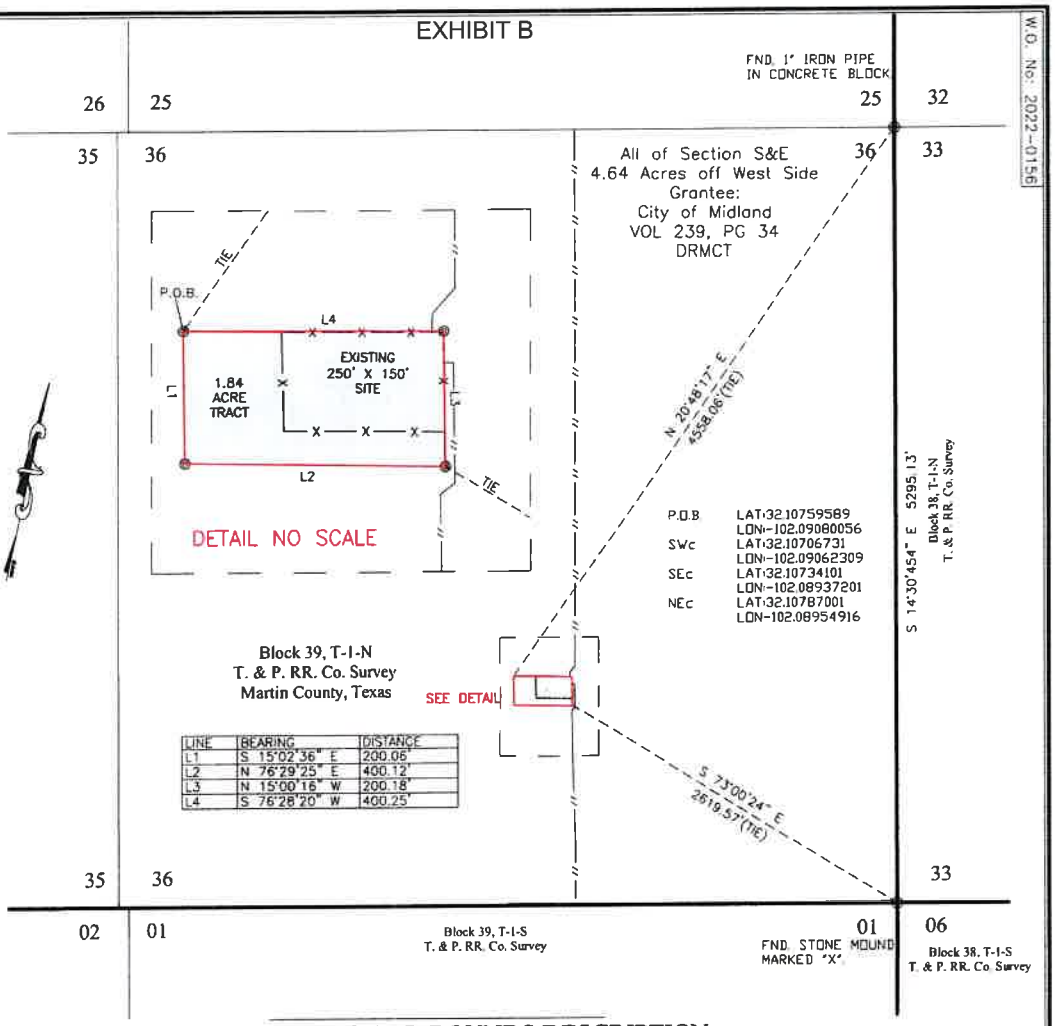
349 COMPRESSOR SOUTH LINE

20" PIPELINE LICENSE
CROSSING SECTION 36, BLOCK 39, T-1-N
T. & P. RR. CO. RR. CO. SURVEY
MARTIN COUNTY, TEXAS

Survey Date: JUNE 16, 2022 | December 13, 2022
Revised Date: Aug. 3, 2022 | Drawn By: TD

T:\WTG Gas Gathering Company (KEVIN)\STAKING BY YEAR\2022\2022-0156 349 COMPRESSOR SITE\2022-0156 349 COMPRESSOR SITE.dwg

EXHIBIT B



LINE	BEARING	DISTANCE
L1	S 15°02'36" E	200.06'
L2	N 76°29'25" E	400.12'
L3	N 15°00'16" W	200.18'
L4	S 76°28'20" W	400.25'

METES AND BOUNDS DESCRIPTION

BEING A 1.84 ACRE TRACT OUT OF A TRACT OF LAND CONVEYED TO CITY OF MIDLAND, BY DOCUMENT RECORDED IN VOLUME 239, PAGE 34 OF THE DEED RECORDS OF MARTIN COUNTY, TEXAS, AND BEING LOCATED IN SECTION 36, BLOCK 39, T-1-N, T. & P. RAILROAD COMPANY SURVEY, MARTIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A FOUND 1" IRON PIPE IN CONCRETE BLOCK FOR THE NORTHEAST CORNER OF SECTION 36, BEARS N 20°48'17" E, A DISTANCE OF 4558.06 FEET;

THENCE S 15°02'36" E, A DISTANCE OF 200.06 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE N 76°29'25" E, A DISTANCE OF 400.12 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A FOUND STONE MOUND MARKED "X" FOR THE SOUTHEAST CORNER OF SECTION 36, BEARS S 73°00'24" E, A DISTANCE OF 2619.57 FEET;

THENCE N 15°00'16" W, A DISTANCE OF 200.18 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE S 76°28'20" W, A DISTANCE OF 400.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.84 ACRES OF LAND.

NOTES:

1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE SURFACE VALUES.

2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY OMITTED.

4) COMPANION DRAWING IS FILED IN THE OFFICE OF WEST COMPANY OF MIDLAND, LLC AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY

LEGEND

- ◉ – Denotes Found Monument (As Described)
- ○ – Denotes Calculated Corner (As Described)
- ◉ – Denotes set 1/2" iron rod with red plastic cap marked "WEST CO. of MIDLAND"
- ○ – Denotes found 1/2" iron rod with cap marked "4413"
- ▭ – Denotes Proposed Surface Site

1000 0 1000 2000 FEET

SCALE: 1" = 1000'

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.

WADE MERTZ TEXAS R.P.L.S. NO. 4082

STATE OF TEXAS REGISTERED WADE A. MERTZ 4082 PROFESSIONAL LAND SURVEYOR

LAND POINT

dba West Company of Midland, LLC

110 W. LOUISIANA, SUITE 110
MIDLAND TEXAS, 79701
(432) 687-0865 – (432) 687-0868 FAX
Firm Registration# 100682-00

City of Midland

WTG North Permian Midstream LLC

349 COMPRESSOR SITE EXPANSION

PROPOSED 1.84 ACRE SITE
CROSSING SECTION 36, BLOCK 39, T-1-N
T. & P. RR. CO. RR. CO. SURVEY
MARTIN COUNTY, TEXAS

Survey Date: JUNE 16, 2022 | Sheet 1 of 1

Revised Date: JUNE 27, 2022 | Drawn By: TDD

I:\WTG Gas Gathering Company (KEVIN)\2022\2022-0156 349 COMPRESSOR SITE\2022-0156 349 COMPRESSOR SITE.dwg

WTG NORTH PERMIAN MIDSTREAM, LLC
SALE RANCH PLANT
303 VETERANS AIRPARK LANE, MIDLAND, TEXAS 79705
(432) 682-4349

0092798

DESCRIPTION	INV DATE	INVOICE REF. #	AMOUNT
AFE 1292/1258	11/14/22	4122855	96,616.15

0002967	CITY OF MIDLAND	0092798 0092798	96,616.15

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

0092798

WTG NORTH PERMIAN MIDSTREAM, LLC
SALE RANCH PLANT
303 VETERANS AIRPARK LANE, MIDLAND, TEXAS 79705
(432) 682-4349

WELLS FARGO BANK TEXAS, N.A.
MIDLAND, TEXAS
37-65/1119

11/29/22

$96,616.15

PAY ********96,616 DOLLARS AND 15 CENTS

WTG NORTH PERMIAN MIDSTREAM, LLC
SALE RANCH PLANT

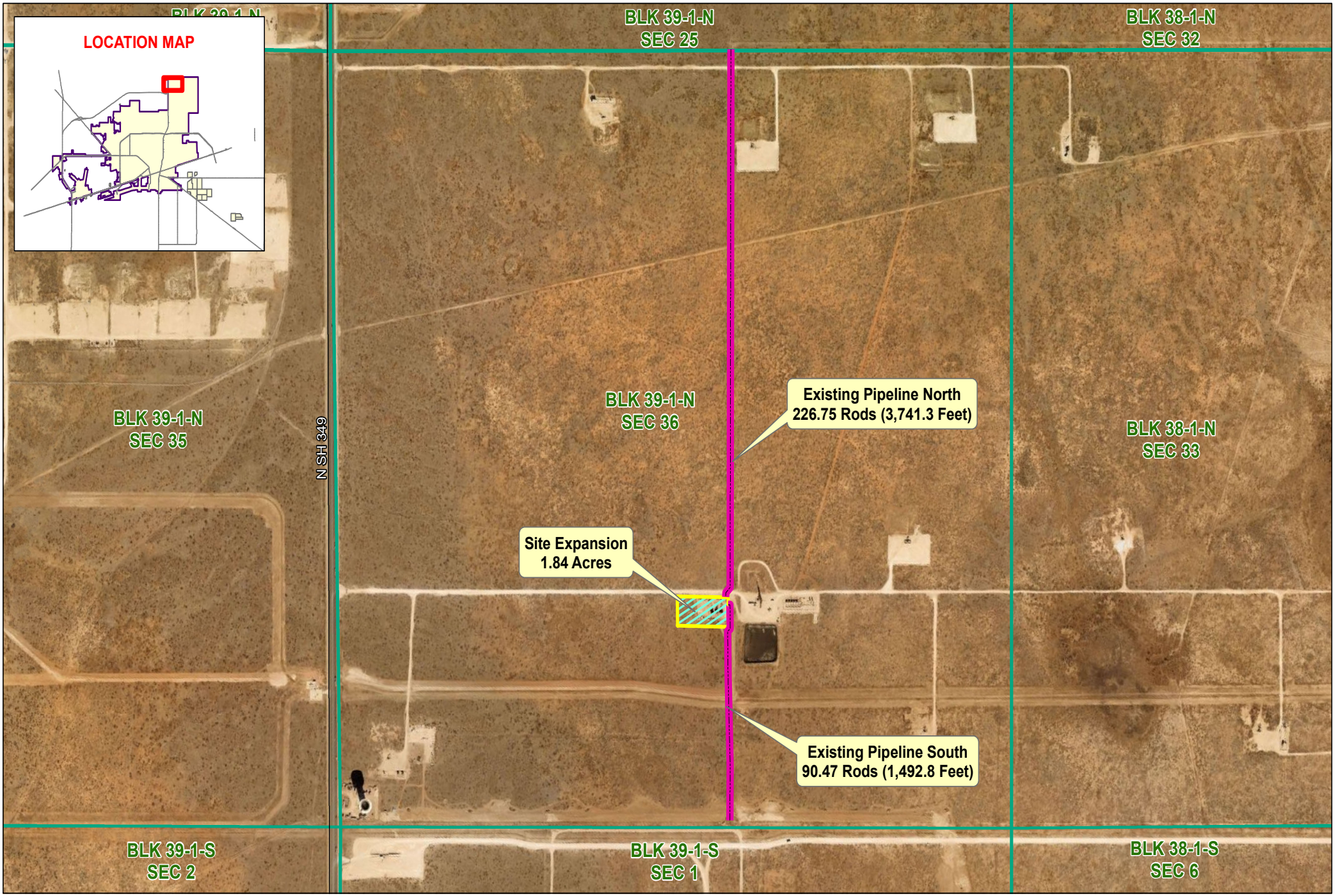
TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702-1152

PACKET 33.21

~~December 13, 2022~~

BORDER CONTAINS MICROPRINTING

⑈092798⑈ ⑆111900659⑆ 0664061421⑈



Date: 7/11/2022

Street
Existing Pipeline
Proposed Site Expansion
Survey Section

PACKET 33 22

WTG Proposed Site Expansion & Existing Pipelines
Total Length of Pipeline: 335.4 Rods (5,534.1 Feet)

December 13, 2022

0 250 500 Feet

©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

5/31/2023

DATE (MM/DD/YYYY)
5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED 1509715	WTG Midstream LLC; WTG Downstream LLC WTG Fuels, LLC; WTG Hugoton; Davis Gas Processing WTG Gas Processing; Aztec Gas 303 Veterans Airpark Lane, Suite 5000 Midland TX 79705	**INSURER B :** Liberty Insurance Corporation	42404
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18575747 **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**	Y	Y	EB2-641-444989-032	5/31/2022	5/31/2023	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE X OCCUR			EB2-641-444989-052	5/31/2022	5/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X S&A Pollution						MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	AS2-641-444989-012	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	TH7-641-444989-062	5/31/2022	5/31/2023	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WA7-64D-444989-022	5/31/2022	5/31/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

18575747
CITY OF MIDLAND
300 N Loraine
Midland TX 79702

CANCELLATION See Attachment

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Workers Compensation policy includes Alternate Employer coverage.

City Council Meeting

Item Number: 34

Meeting Date: December 13, 2022 (November 15, 2022)

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Erica Hernandez**,** is requesting a Zone Change from HI, Heavy Industrial District, to SF-3, Single-Family Dwelling District, for a future development of a house located at 1301 South Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

HI, Heavy Industrial District.

Surrounding Zoning and Land Use:

The properties to the north and east are zoned HI, Heavy Industrial District, with the exception of three lots to the north and east who's zoning has been corrected to SF-3, Single-Family Dwelling District. Properties to the west zoned MF-22, Multi-Family Dwelling District. Properties to the south are zoned LI, Light Industrial District, RR, Regional Retail District, with the exception of four lots who's zoning has been corrected to SF-3, Single-Family Dwelling District.

Analysis:

The property is located at 1301 South Street and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is HI, Heavy Industrial District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the HI, Heavy Industrial District. The property does not meet the minimum lot size requirements for the SF-3, Single Family Dwelling District, however; a special exception for the minimum lot dimensions was approved by the City Council on October 25, 2022.

Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the HI, Heavy Industrial District.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas Issues.

Transportation: (Approved with Conditions)

No access will be allowed on South St. Access should be on the side street.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

The City of Midland Planning Department supports this rezone because of the existing surrounding uses. The surrounding use is comprised of single-family and multi-family residences. According to the Tall City Tomorrow Comprehensive Plan, Urban Residential-Medium (UR-M) land use intends to blend a mix of housing types, especially in older neighborhoods. Potential zoning for UR-M land use includes Single-Family Dwelling District, however, does not list HI, Heavy Industrial District. Therefore, changing 1301 South Street to SF-3, Single Family Dwelling District would fit in the intended land use appropriately.

This request was recommended for approval at the September 23, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from HI, Heavy Industrial 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 8, 2022.

Attachments:

Application
Survey (Exhibit A)
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 7, Block 50, East Midland Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from HI, Heavy Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

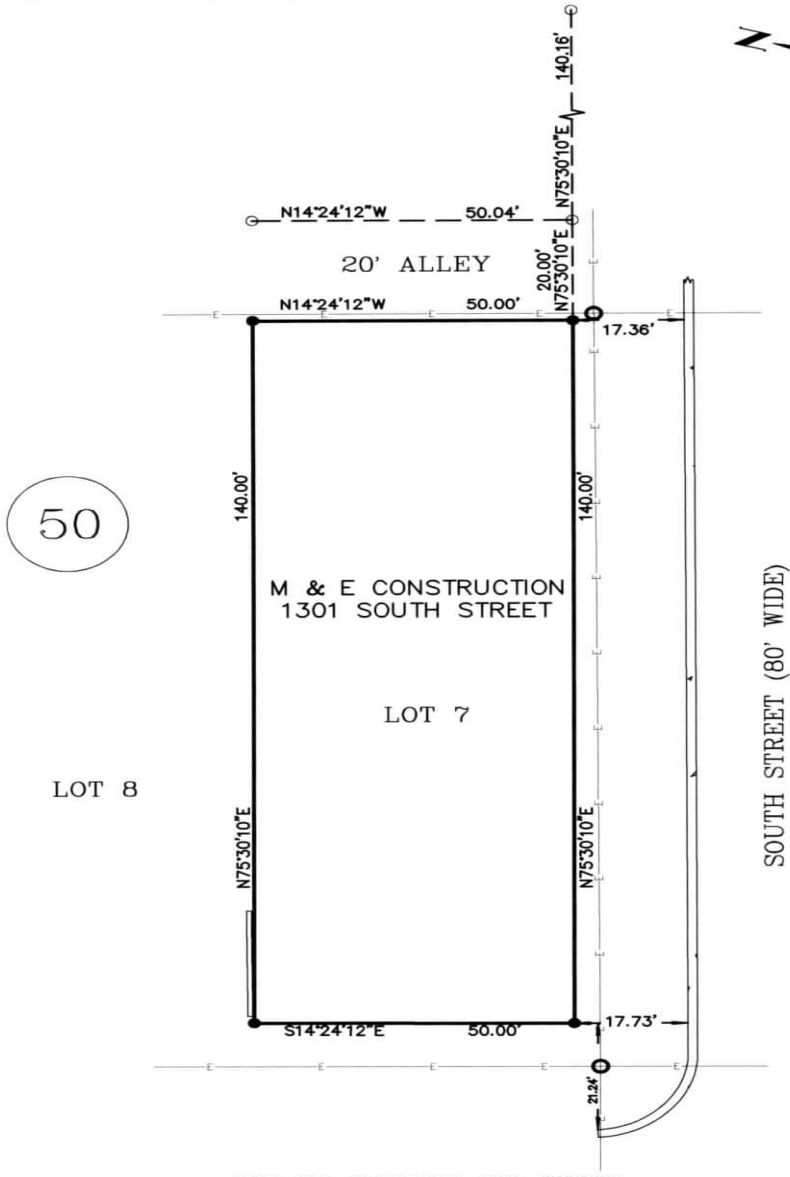
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

COPYRIGHT 2021
This survey plat is being provided solely for the use of: M & E Construction and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated October 26, 2021, which shall take place within 90 days after the survey was provided.



LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 4170"
- ○ Fnd. 1/2" I.R.
- O Power Pole
- —E—E— Overhead Electric Line

SURVEY OF
LOT SEVEN (7), BLOCK FIFTY (50), EAST MIDLAND ADDITION, AN ADDITION TO THE CITY OF MIDLAND MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 180, PAGE 80, DEED RECORDS, MIDLAND COUNTY, TEXAS

Census Tract: 17

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0093 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 26th day of October 2021.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 10/26/2021

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
NAD 83 Lambert Grid

Bearings and Distances Shown
Inside ( ) Indicate Record Information

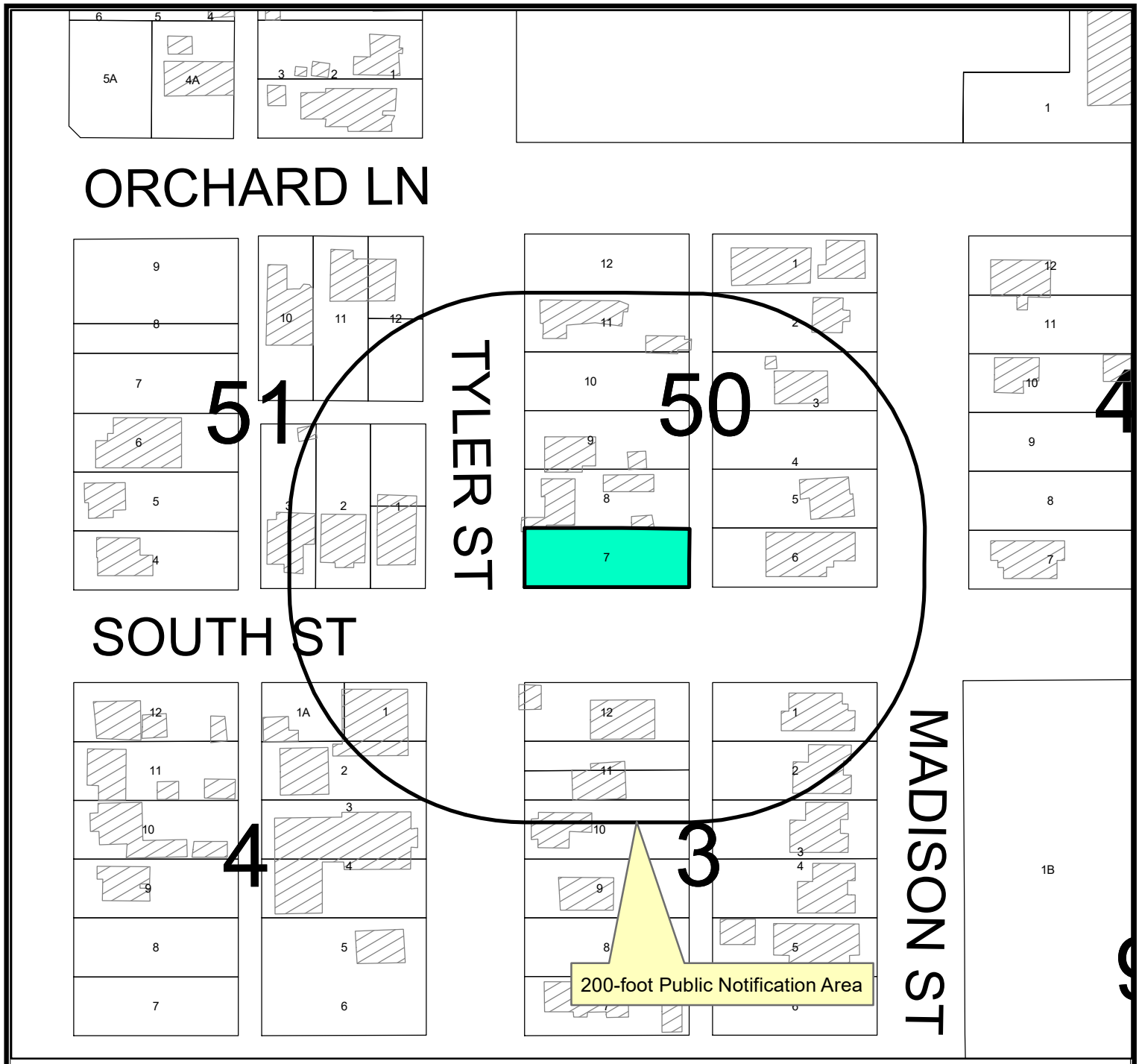
30 15 0 30

SCALE: 1" = 30'

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP22726	DATA FILE: 1301SOUTH	DRAWN BY: MARCY N.	FIRM NO.: 10193978



LOCATION MAP

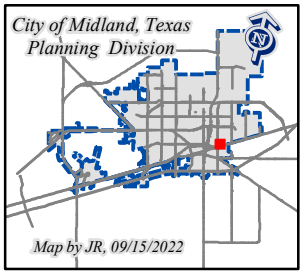
Z-22-0303 **Scale: 1" = 110'**

Consider a request by Erica Hernandez for a zone change from HI, Heavy Industrial District, to SF-3, Single-Family Dwelling District, on Lot 7, Block 50, East Midland Addition, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of South Street and Tyler Street - Council District 2

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0303

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Erica Hernandez		Phone (432) 215-5108 Email edelaro1@yahoo.com	
Address 102 Cedar Ave	City Midland	State TX	Zip 79705
Property Owner Printed Name: Erica Hernandez		Phone ( ) Email	
Address 102 Cedar Ave	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: 1301 South St Midland TX

Legal Description
Lot: 7 Block: 50 Subdivision: East Midland Addition

Current Zoning: Heavy Industrial

Proposed Zone: ~~SFS~~ SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
I want to build a house.

Present Use of Property: Empty lot

Proposed Use of Property: Single Family (SF3)

How would this zone change affect the public health, safety and welfare?
It would not affect public health safety or Welfare.

Describe how conditions affecting the property have changed since present zoning designation: The property is surrounded by residential properties.

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 26 2022
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 8/9/22
Property Owner (printed) : Erica Hernandez	

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.

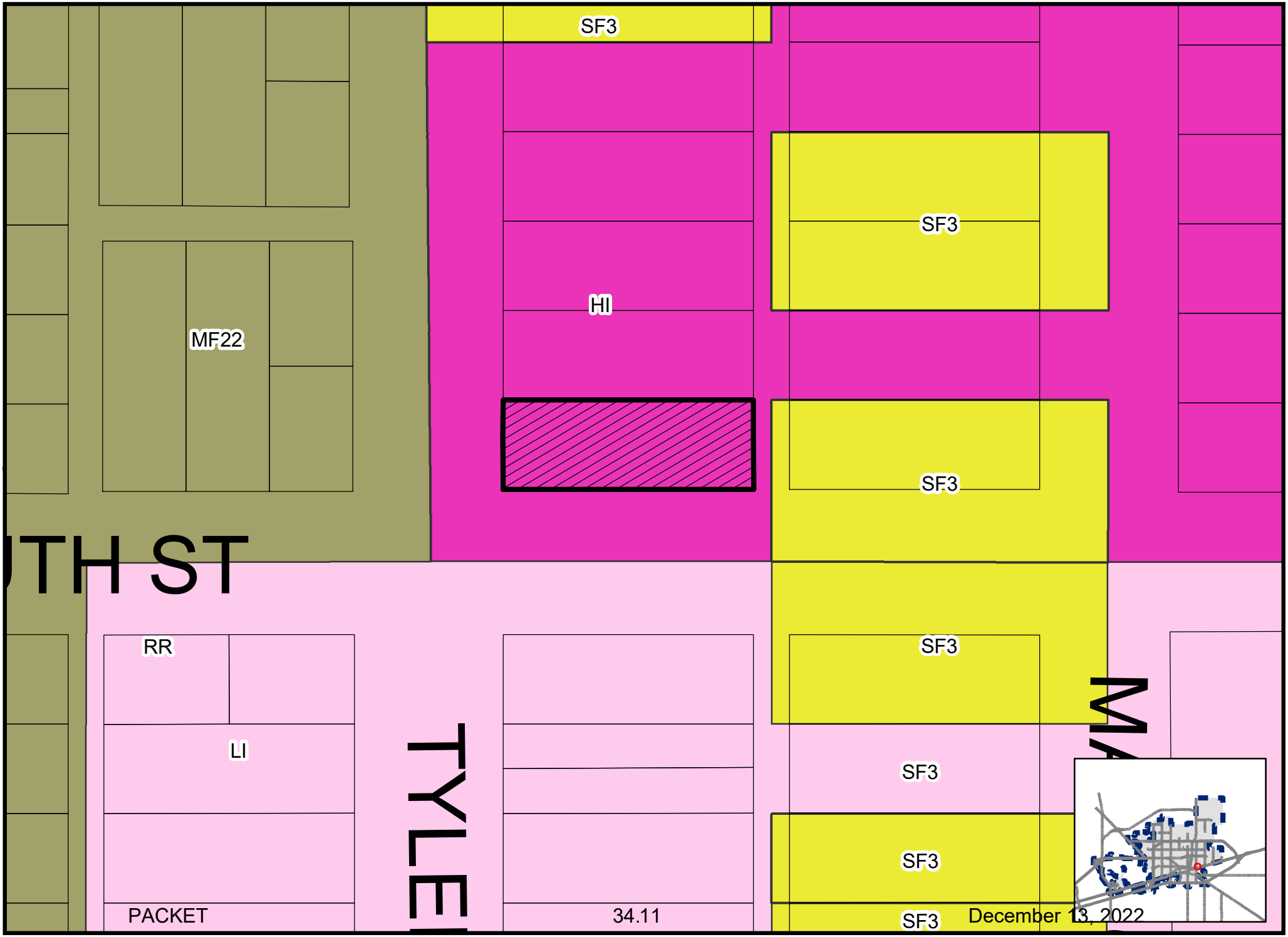
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # 1690
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: RECEIVED AUG 26 2022 BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



Map By JR, 9/15/2022

Z-22-0303

Scale: 1" = 100'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




TORTILLAS
TAMALES









City Council Meeting

Item Number: 35

Meeting Date: December 13, 2022 (November 15, 2022)

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.067-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 5 THROUGH 9, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SCHARBAUER DRIVE, APPROXIMATELY 209 FEET WEST OF NORTH BIG SPRING STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,836.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Gary Glasscock, is requesting to vacate a 0.067-acre portion of the alley right-of-way, located adjacent to Lots 5 through 9, Block 17, Kelview Heights, City and County of Midland, Texas, to support the development site plan as proposed.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2022 appraised value of the right-of-way is $2.00 per square foot, for a total value of $5,836.

Discussion:

The property is currently in the process of being replatted. The approximated area that will be vacated is 2,918 square feet (0.06-acres). The vacation will aid their client in utilization of this area for their projected future development.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $2.00 per square foot or $5,836.00.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

Surveyor: (Approved)

No comments.

AT&T: (Approved)

We do not seem to have anything in this ROW so we are good with this.

Atmos: (Approved with Conditions)

Atmos Energy currently has facilities located within the above-described alley Right of Way between Big Spring Street and Loma Drive. We currently have a gas main that extends along

this alley right of way. Atmos could vacate the referenced portion however since we are currently serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate

Grande: (Approved)

We have been vacated from these poles for some time now if you have any other questions please feel free to contact me at any time.

Oncor: (Approved with Conditions)

After discussion with our Right of Way group, it will be best if Oncor can secure an easement on the portion that will be vacated.

Suddenlink: (Approved with Conditions)

Optimum, has aerial plant that dead ends on the 1st pole south of Alta Ave. And we have an aerial coax service line that feeds the Bldg.
We cannot legally vacate the area as long as we service the bldg., if you wish to continue with the vacate, we will need to run conduit underground up to the bldg. At the vacate requester's expense. We will need to maintain a utility easement.

Midland Central Appraisal District:

The vacation area indicated has a current value of $2.00 per square foot or $5,836.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.067-acre portion of the alley right-of-way, located in between Lots 5 through 9, Block 17, Kelview Heights, City and County of Midland, Texas, for future development to be subject to conditions A through C.

Conditions:

A. That the City of Midland has received from the property owner the sum of $5,836.00.

B. 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.

C. That an accessible nonexclusive utility easement is retained.

Letters of Objection:

As of November 3, 2022, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.067-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 5 THROUGH 9, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SCHARBAUER DRIVE, APPROXIMATELY 209 FEET WEST OF NORTH BIG SPRING STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,836.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.067-acre portion of alley right-of-way located adjacent to Lots 5 through 9, Block 17, Kelview Heights Addition, 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 $5,836.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $5,836.00; 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 an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That 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., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

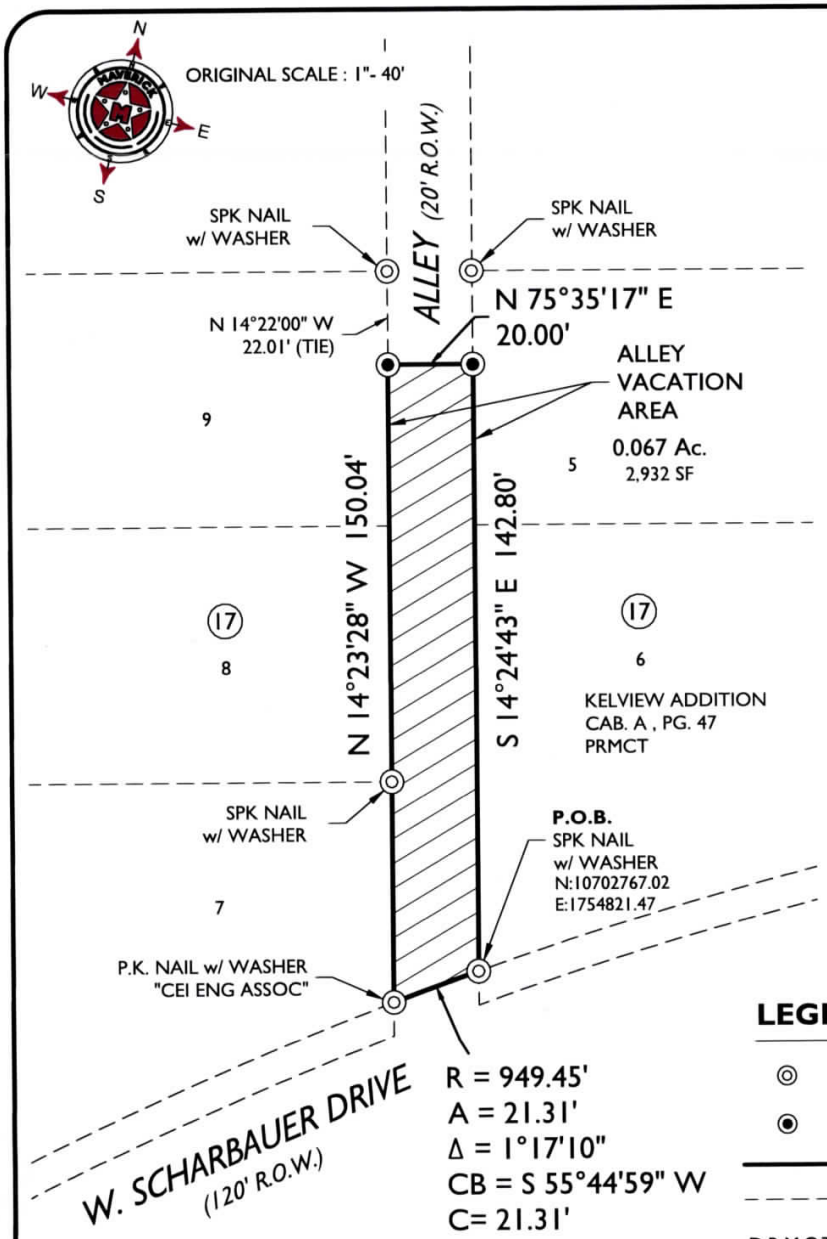
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

OF A 0.067 ACRE TRACT OF LAND, SITUATED IN SECTION 23, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF 20 FOOT ALLEY AS DEPICTED ON THE PLAT OF KELVIEW HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS



LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION OF A 0.067 ACRE TRACT OF LAND SITUATED IN SECTION 23, BLOCK 39, T-1-S, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF 20 FOOT ALLEY AS DEPICTED ON THE PLAT OF KELVIEW HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS RECORDED IN CABINET A, PAGE 47, PRMCT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***BEGINNING** AT N: 10702767.02, E:1754812.47, A SPIKE NAIL W/ WASHER BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 17, OF SAID KELVIEW HEIGHTS ADDITION ;*

***THENCE** WITH A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 949.45 FEET, A DELTA ANGLE OF 01°17'10", AN ARC LENGTH OF 21.31 FEET, A CHORD BEARING OF SOUTH 55°44'59" WEST, AND A CHORD DISTANCE OF 21.31 FEET TO A PK NAIL WITH WASHER "CEI ENG ASSOC" BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID KELVIEW HEIGHTS ADDITION;*

***THENCE** NORTH 14°23'28" WEST, A DISTANCE OF 150.04 FEET TO A PK NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT ;*

***THENCE** NORTH 75°35'17" EAST, A DISTANCE OF 20.00 FEET TO A PK NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT ;*

***THENCE** SOUTH 14°24'43" EAST, A DISTANCE OF 142.80 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.067 ACRES.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE IS A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

AUGUST 5, 2022

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	PK NAIL SET
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

Drawing : F:\2022\220064-HAYNES DEVCO (COY HAYNES)-BIG SPIRNG & SCHARBAUER DR\DRAWINGS\VACATION\220064 - ALLEY VACATION BOUNDARY.DWG Last Saved By: AKalenak on 8/5/22

MIDLAND
Feel the Energy!

Office of the City Manager

November 3, 2022

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.067-acre portion of alley right-of-way located adjacent to Lots 5 through 9, Block 17, Kelview Heights Addition, 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 $5,836.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-22-0042

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Gary Glasscock - Stagg Investment Group		Phone ( ) Email	
Address 203 W Wall St Ste 1200	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 0.67 Ac. 2,391 SF of Alley at 2301 N Big Spring St

Reason for Request: to support the development site plan as proposed

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: Alleyway will be re-routed to the west and relocation and improvement of public utilities within a dedicated alley to accompany the re-plat of of this property. See concurrent plat submittal

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
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- 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: 8/6/22
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Kelly Martinez

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Monday, October 17, 2022 9:49 AM
To: Alexandra Walling
Subject: RE: New Vacation Request for Alley ROW

Good morning,

We do not seem to have anything in this ROW so we are good with this.

Thanks,
Jerry

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Tuesday, October 11, 2022 9:07 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: New Vacation Request for Alley ROW

Good morning,

Garry Glassglock has requested to vacate the above described Right of Way (see attachment: Exhibit A). 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) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov

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300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Alexandra Walling
Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

October 18, 2022

Re: Case Name: 2301 N. Big Spring
Case Number: V-22-0042

Ms. Walling,

Atmos Energy currently has facilities located within the above-described alley Right of Way between Big Spring Street and Loma Drive. We currently have a gas main that extends along this alley right of way. Atmos could vacate the referenced portion however since we are currently serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Kelly Martinez

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Tuesday, October 18, 2022 6:27 PM
To: Alexandra Walling
Subject: Re: New Vacation Request for Alley ROW - Comments Needed

Alexandra

We have been vacated from these poles for some time now if you have any other questions please feel free to contact me at any time.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Tue, Oct 18, 2022 at 11:20 AM Alexandra Walling <awalling@midlandtexas.gov> wrote:

> Good morning Mr. Ruben,
>
> Garry Glassglock has requested to vacate the above described Right of Way (see attachment: Exhibit A). 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) 685-7409 if you have any questions.
>
> Just wanted to reach out to get the status on this as we do have a timeline to follow with this process!
>
> Thank You,
>
> Alexandra Walling

Planner

Planning Division

Development Services

O. 432-685-7409

awalling@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: Ortega, Gustavo <Gustavo.Ortega@oncor.com>
Sent: Thursday, November 3, 2022 11:37 AM
To: Kelly Martinez
Cc: Arguello, Martin
Subject: FW: 2301 N Big Spring Vacation of Alley

FYI….

Gus Ortega
West Region Manager - Customer Service
2401 West Industrial Avenue
Midland, Texas 79701

Tel: 432.620.6004
Cell: 940.682.1308
Gustavo.ortega@oncor.com
oncor.com

From: Arguello, Martin
Sent: Monday, October 31, 2022 1:26 PM
To: Alexandra Walling <awalling@midlandtexas.gov>
Cc: Ortega, Gustavo <Gustavo.Ortega@oncor.com>
Subject: RE: 2301 N Big Spring Vacation of Alley

Good Afternoon Alexandra! Hoping this email finds you well. After discussion with our Right of Way group, it will be best if Oncor can secure an easement on the portion that will be vacated.

From: Alexandra Walling [mailto:awalling@midlandtexas.gov]
Sent: Thursday, October 27, 2022 9:29 AM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: 2301 N Big Spring Vacation of Alley

Hello again,

I located the corresponding plat, I also attached it so you could take a look at the plan. The plan is to vacate the southern partition of the alley and re-route the alleyway to the west. The city has a utility line running through the current alleyway. It is up to you guys if you want an easement or to relocate your lines. Let me know what you think works best. I will be out of my office for the next couple hours. I will need your comment in writing so I can include it in my report for City Council. Let me know if you have any questions!

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, November 3, 2022 12:19 PM
To: Alexandra Walling; Eron Zapata; Raymond Revilla
Cc: Kelly Martinez
Subject: RE: External E-mail - FW: New Vacation Request for Alley ROW - Comments Needed Please

Optimum, has aerial plant that dead ends on the 1st pole south of Alta Ave. And we have an aerial coax service line that feeds the Bldg.
We cannot legally vacate the area as long as we service the bldg., if you wish to continue with the vacate, we would need to run conduit underground up to the bldg..
At the vacate requester's expense.

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Thursday, October 27, 2022 9:32 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>; Raymond Revilla <Raymond.Revilla@AlticeUSA.com>
Subject: External E-mail - FW: New Vacation Request for Alley ROW - Comments Needed Please

[External Email]

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Hello again,

I was just emailing to inform you all that this vacation will go to City Council without any comments from Altice if I don't hear back. The deadline is today. We would really appreciate any comments. Thanks.

From: Alexandra Walling
Sent: Wednesday, October 26, 2022 11:10 AM
To: luis.montez@alticeusa.com; eron.zapata@alticeusa.com; raymond.revilla@alticeusa.com
Subject: FW: New Vacation Request for Alley ROW - Comments Needed Please

Good morning,

I am just reaching out to remind y'all that we are approaching the deadlines on this vacation. Your comments/input are highly appreciated. If possible, please review this vacation when you can within the next couple of days. My number is 432-685-7409 if you have any questions. Thank you!

From: Alexandra Walling
Sent: Tuesday, October 18, 2022 11:21 AM
To: luis.montez@alticeusa.com; eron.zapata@alticeusa.com; raymond.revilla@alticeusa.com
Subject: New Vacation Request for Alley ROW - Comments Needed Please

Good morning all,

This is Lexie from the planning department for the City of Midland. I was reaching out and just wondering if there were any updates on this vacation or if y'all have gotten a chance to look at it. Attached you will see the location map, letter, and the exhibit. Please let me know if you have any questions! It would be great if you could review asap! Thanks!

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: drambo@midcad.org
Sent: Monday, October 10, 2022 3:08 PM
To: Alexandra Walling
Cc: LReyna@midcad.org
Subject: Re: Vacation Request for 2301 N Big Spring St.

Alexandra:

The 2,918 square feet vacation should be valued at $2.00 per sf or $ 5,836.00.

Lisa Reyna, the new Assistant Chief will be receiving these requests for vacation in the future. Her email address is LReyna@midcad.org

Thank you
Dennis Rambo
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Alexandra Walling <awalling@midlandtexas.gov>
To:	"drambo@midcad.org" <drambo@midcad.org>
Date:	10/10/2022 02:13 PM
Subject:	Vacation Request for 2301 N Big Spring St.

Good evening,

Garry Glasscock of Stagg Investment Group has submitted a request to vacate the above described Right of Way (See attached exhibits). If you could please send a value for the property, that would be greatly appreciated. If you have any questions please reach me at (432)-685-7409.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov

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[attachment "V-22-0042, Exhibit.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-22-0042, Location Map.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-22-0042, MCAD Letter.pdf" deleted by Dennis Rambo/MCAD]

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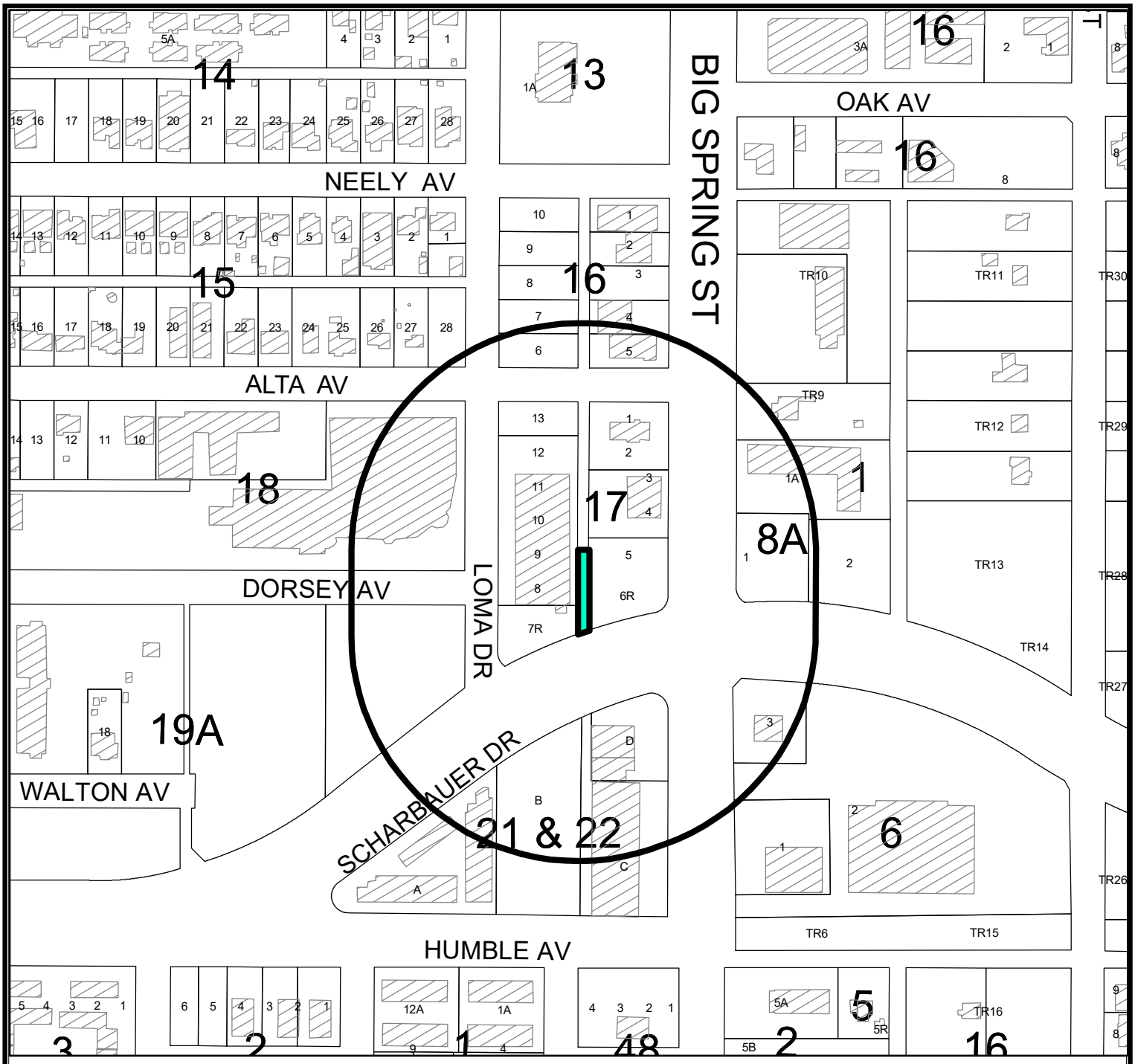

LOCATION MAP

V-22-0042 **Scale: 1" = 200'**

Consider a request for a vacation of a 0.0670-acre portion of the alley right-of-way, located in between Lots 7 through 9, Block 17, Kelview Heights and Lots 5 through 6, Block 17, Kelview Heights, City and County of Midland, Texas.

Generally located on the northwest corner of North Big Spring Street and West Scharbauer Drive. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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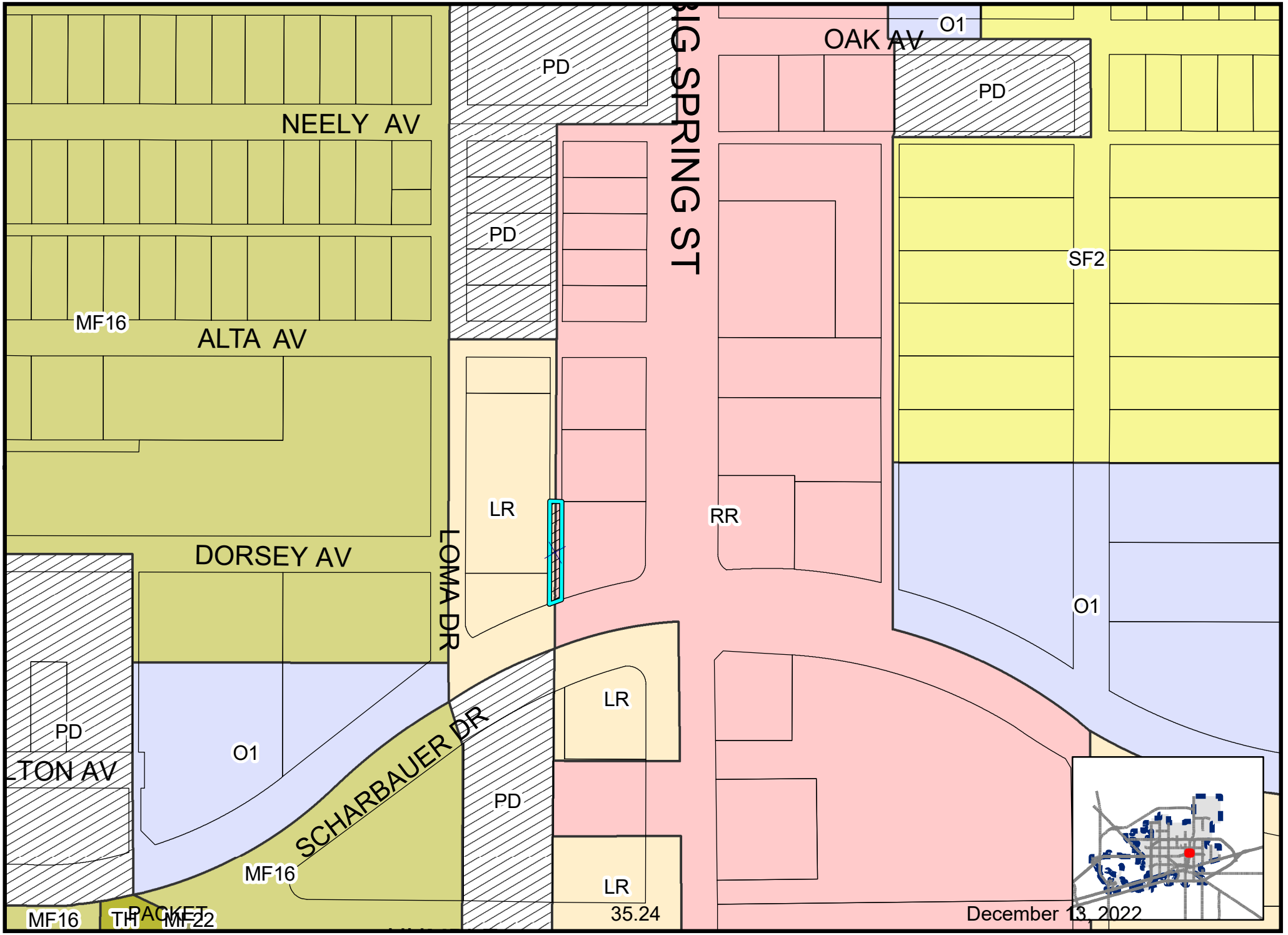
PACKET 35.23

December 13, 2022



Map By KM, 11/03/2022

V-22-0042

Scale: 1" = 200'

ZONING MAP

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DOLLAR TREE


ONE WAY



City Council Meeting

Item Number: 36

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT 4) (CITY MANAGER)

Purpose:

Hold a public hearing regarding whether to designate a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (generally located at the northwest corner of the intersection of State Highway 191 and State Highway 158) as a reinvestment zone for commercial and industrial tax abatement purposes as authorized by Chapter 312 of the Texas Tax Code; and consider an ordinance designating said tract of land as Tax Abatement Reinvestment Zone Number 2023-01.

Recommended City Council Action:

Approve

Fiscal Impact:

None at this time.

Discussion:

This public hearing is the first step in designating a reinvestment zone. It follows the city council's approval of the Tax Abatement Steps (guidelines which, once approved, are in place for two years per the Texas Tax Code). A public notice was issued and all taxing entities were notified of the proposed reinvestment zone. If approved, following a second reading of the ordinance, the city will have the ability to enter into a Tax Abatement Agreement with any interested party. Any such agreement would be subject to city council approval.

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE

WHEREAS, the City Council of the City of Midland, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial and industrial tax abatement as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, by Resolution No. 2001-129, dated April 24, 2001, the City Council of the City of Midland stated its intention to consider granting tax abatement within the City; and

WHEREAS, by Resolution No. 2022-162, dated November 15, 2022, the City Council of the City of Midland adopted Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

WHEREAS, at the City Council meeting scheduled for 10:00 a.m. on December 13, 2022, the City Council of the City of Midland held a public hearing regarding the designation of a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, being more fully described in the attached Exhibit "A" which is incorporated herein for all purposes (the "Area"), as a reinvestment zone for tax abatement purposes as authorized by the Texas Tax Code; and

WHEREAS, not later than the seventh day before the date of the public hearing, notice of the public hearing was published in a newspaper having general circulation in the municipality and delivered in writing to the presiding officer of the governing body of each

taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City Council at such public hearing invited interested persons to speak and present evidence for or against said designation; and

WHEREAS, all interested persons were provided an opportunity to present comments on said designation;

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.

SECTION TWO. That the City Council, after conducting such public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That a public hearing on the designation of the Area as a reinvestment zone was properly held and conducted and that notice of such public hearing was published and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the reinvestment zone as required by law;

B. That the boundaries of the reinvestment zone shall be the boundaries of the Area described in Exhibit "A";

C. That the improvements sought are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of an agreement entered into under Section 312.204 of the Texas Tax Code;

D. That the Area meets the criteria for designation as a reinvestment zone as set forth in Section 312.202 of the Texas Tax Code in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City; and

E. That the Area meets the criteria for the designation of a reinvestment zone as set forth in the City of Midland's Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City.

SECTION THREE. That pursuant to Section 312.201 of the Texas Tax Code, the City hereby designates the Area described in Exhibit "A" as a reinvestment zone for

commercial and industrial tax abatement, and such reinvestment zone shall hereafter be officially designated as Tax Abatement Reinvestment Zone Number 2023-01, City of Midland, Midland County, Texas.

SECTION FOUR. That said designation of the Area as Tax Abatement Reinvestment Zone Number 2023-01 shall take effect immediately upon the final adoption of this ordinance.

SECTION FIVE. That in order for a commercial-industrial project to be considered for an agreement for tax abatement, the project shall:

A. Be located wholly within Tax Abatement Reinvestment Zone Number 2023-01 as established herein;

B. Not include property that is owned or leased by a member of the City Council of the City of Midland; and

C. Conform to the requirements of the Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City, and all other applicable laws and regulations.

SECTION SIX. That written agreements for tax abatement as provided for by Section 312.205 of the Texas Tax Code shall:

A. List the kind, number, and location of all proposed improvements of the property;

B. Provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

C. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

D. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements, repairs, or provide employment as provided by the agreement;

E. Contain each term agreed to by the owner of the property;

F. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

G. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

SECTION SEVEN. 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. The designation of Tax Abatement Reinvestment Zone Number 2023-01 shall expire five years from the effective date of this ordinance. The designation of a tax abatement reinvestment zone may be renewed for periods not exceeding five years. The expiration of a reinvestment zone designation does not affect an existing tax abatement agreement authorized by the City Council of the City of Midland, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

WHEREAS, CUMBERLAND AND WESTERN RESOURCES, LLC, is the sole owner of a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being situated in Section 35, Block 40 T-1-S, and being a portion of a tract of land as described in deed to Cumberland and Western Resources, LLC, as recorded in County Clerk's Instrument Number 2008-26873, Official Public Records, Midland County, Texas, and being a portion of State Highway 158, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at (N=10,693,858.07' E=1,726,738.04') a concrete monument found for the Southwesterly corner of a corner clip at the intersection of the Northerly right-of-way of said State Highway 191 and the Southwesterly right-of-way of said State Highway 158, said concrete monument being the Southeasterly corner of a tract of land as described in deed to L&L Austex, LLC, as recorded in County Clerk's Instrument Number 2018-31010, Official Public Records, Midland County, Texas, and being the Southeasterly corner of said Cumberland tract;

THENCE North 16 deg 15 min 22 sec East, departing the Northerly right-of-way of said State Highway 191 and along the Southeasterly line of said L&L Austex and Cumberland tracts and the Northwesterly line of said corner clip, a distance of 213.76 feet to a point for the Northerly corner of said corner clip and the Westerly corner of said L&L Austex and Cumberland tracts, from which a concrete monument bears South 67 deg 18 min 31 sec East, at a distance of 0.65 feet, said point being the beginning of a non-tangent curve to the left, with a radius of 1,849.86 feet, a central angle of 15 deg 16 min 03 sec, a chord bearing of North 51 deg 29 min 35 sec West, and a chord length of 491.47 feet;

THENCE along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said L&L Austex and Cumberland tracts the following:

Along said non-tangent curve to the left, an arc distance of 492.93 feet to a point for corner, from which a concrete monument bears North 74 deg 19 min 59 sec East, at a distance of 0.30 feet;

North 59 deg 42 min 01 sec West, a distance of 24.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 59 deg 05 min 41 sec West, a distance of 338.91 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northerly corner of said L&L Austex tract, from which a concrete monument bears South 65 deg 32 min 08 sec East, at a distance of 1.59 feet;

THENCE departing the Southwesterly right-of-way of said State Highway 158 and along the Westerly line of said L&L Austex tract and over and across said Cumberland tract, the following:

South 30 deg 54 min 49 sec West, a distance of 74.74 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

South 14 deg 44 min 11 sec East, a distance of 784.75 feet to a Concrete Monument found for the Southwesterly corner of said L&L Austex tract, said Concrete Monument being situated in the Southerly line of said Cumberland tract and the Northerly right-of-way of said State Highway 191;

THENCE continuing along the Southerly line of said Cumberland tract and along the Northerly right-of-way of said State Highway 191, the following:

South 75 deg 15 min 49 sec West, a distance of 804.68 feet to a point for corner, from which a concrete monument bears South 51 deg 03 min 40 sec West, at a distance of 0.34 feet;

South 71 deg 09 min 23 sec West, a distance of 80.69 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right of way of said State Highway 191 and over and across said Cumberland tract the following:

North 14 deg 44 min 11 sec West, a distance of 741.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a curve to the left, with a radius of 220.00 feet, a central angle of 16 deg 24 min 36 sec, a chord bearing of North 22 deg 56 min 30 sec West, and a chord length of 62.79 feet;

Along said curve to the left, an arc distance of 63.01 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 79 deg 41 min 57 sec West, a distance of 30.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 30 min 36 sec West, a distance of 100.00 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a non-tangent curve to the left, with a radius of 550.00 feet, a central angle of 28 deg 35 min 04 sec, a chord bearing of North 45 deg 11 min 52 sec East, and a chord length of 271.55 feet;

Along said non-tangent curve to the left, an arc distance of 274.39 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 54 min 20 sec East, a distance of 384.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 14 deg 05 min 38 sec West, a distance of 28.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Northeasterly line of said Cumberland tract and the Southerly right-of-way of said State Highway 158;

THENCE North 59 deg 05 min 41 sec West, along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said Cumberland tract, a distance of 547.13 feet, to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 30 deg 25 min 54 sec East, departing the Northeasterly line of said Cumberland tract and over and across said State Highway 158, a distance of 119.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the situated in the Northwesterly line of City Ordinance 8214, the Southwesterly line of Grassland Estates West, Section 7, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet I, Page 104, Official Public Records, Midland County, Texas, and the Northerly right-of-way of said State Highway 158;

THENCE along the Northerly right-of-way of said State Highway 158 and along the Northwesterly line of City Ordinance 8214 and the Southwesterly line of said Grassland Estates West, Section 7 and the Southwesterly line of Grassland Estates West, Section 5, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet G, Page 185, Official Public Records, Midland County, Texas the following:

South 59 deg 05 min 39 sec East, a distance of 1,593.76 feet to point for corner, said point being the beginning of a curve to the left, with a radius of 2804.79 feet, a central angle of 09 deg 21 min 40 sec, a chord bearing of South 63 deg 46 min 28 sec East, and a chord length of 457.74 feet;

Along said curve to the left, an arc distance of 458.25 feet to a point for corner;

THENCE South 14 deg 17 min 17 sec East, departing the Southwesterly line of said Grassland Estates West, Section 5, over and across said State Highway 158 and along the Westerly line of City Ordinance 7975, a distance of 376.27 feet to a point for corner;

South 75 deg 15 min 49 sec West, departing the Westerly line of said City Ordinance 7975 and continuing over and across said State Highway 158, a distance of 228.36 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 29.782 acres or 1,297,284 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 24th day of May, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4203), NAD 83, grid values from the City of Midland, Texas monuments numbers 4003 & 4004.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE

WHEREAS, the City Council of the City of Midland, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial and industrial tax abatement as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, by Resolution No. 2001-129, dated April 24, 2001, the City Council of the City of Midland stated its intention to consider granting tax abatement within the City; and

WHEREAS, by Resolution No. 2022-162, dated November 15, 2022, the City Council of the City of Midland adopted Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

WHEREAS, at the City Council meeting scheduled for 10:00 a.m. on December 13, 2022, the City Council of the City of Midland held a public hearing regarding the designation of a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, being more fully described in the attached Exhibit "A" which is incorporated herein for all purposes (the "Area"), as a reinvestment zone for tax abatement purposes as authorized by the Texas Tax Code; and

WHEREAS, not later than the seventh day before the date of the public hearing, notice of the public hearing was published in a newspaper having general circulation in the municipality and delivered in writing to the presiding officer of the governing body of each

taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City Council at such public hearing invited interested persons to speak and present evidence for or against said designation; and

WHEREAS, all interested persons were provided an opportunity to present comments on said designation;

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.

SECTION TWO. That the City Council, after conducting such public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That a public hearing on the designation of the Area as a reinvestment zone was properly held and conducted and that notice of such public hearing was published and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the reinvestment zone as required by law;

B. That the boundaries of the reinvestment zone shall be the boundaries of the Area described in Exhibit "A";

C. That the improvements sought are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of an agreement entered into under Section 312.204 of the Texas Tax Code;

D. That the Area meets the criteria for designation as a reinvestment zone as set forth in Section 312.202 of the Texas Tax Code in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City; and

E. That the Area meets the criteria for the designation of a reinvestment zone as set forth in the City of Midland's Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City.

SECTION THREE. That pursuant to Section 312.201 of the Texas Tax Code, the City hereby designates the Area described in Exhibit "A" as a reinvestment zone for

commercial and industrial tax abatement, and such reinvestment zone shall hereafter be officially designated as Tax Abatement Reinvestment Zone Number 2023-01, City of Midland, Midland County, Texas.

SECTION FOUR. That said designation of the Area as Tax Abatement Reinvestment Zone Number 2023-01 shall take effect immediately upon the final adoption of this ordinance.

SECTION FIVE. That in order for a commercial-industrial project to be considered for an agreement for tax abatement, the project shall:

A. Be located wholly within Tax Abatement Reinvestment Zone Number 2023-01 as established herein;

B. Not include property that is owned or leased by a member of the City Council of the City of Midland; and

C. Conform to the requirements of the Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City, and all other applicable laws and regulations.

SECTION SIX. That written agreements for tax abatement as provided for by Section 312.205 of the Texas Tax Code shall:

A. List the kind, number, and location of all proposed improvements of the property;

B. Provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

C. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

D. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements, repairs, or provide employment as provided by the agreement;

E. Contain each term agreed to by the owner of the property;

F. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

G. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

SECTION SEVEN. 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. The designation of Tax Abatement Reinvestment Zone Number 2023-01 shall expire five years from the effective date of this ordinance. The designation of a tax abatement reinvestment zone may be renewed for periods not exceeding five years. The expiration of a reinvestment zone designation does not affect an existing tax abatement agreement authorized by the City Council of the City of Midland, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

WHEREAS, CUMBERLAND AND WESTERN RESOURCES, LLC, is the sole owner of a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being situated in Section 35, Block 40 T-1-S, and being a portion of a tract of land as described in deed to Cumberland and Western Resources, LLC, as recorded in County Clerk's Instrument Number 2008-26873, Official Public Records, Midland County, Texas, and being a portion of State Highway 158, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at (N=10,693,858.07' E=1,726,738.04') a concrete monument found for the Southwesterly corner of a corner clip at the intersection of the Northerly right-of-way of said State Highway 191 and the Southwesterly right-of-way of said State Highway 158, said concrete monument being the Southeasterly corner of a tract of land as described in deed to L&L Austex, LLC, as recorded in County Clerk's Instrument Number 2018-31010, Official Public Records, Midland County, Texas, and being the Southeasterly corner of said Cumberland tract;

THENCE North 16 deg 15 min 22 sec East, departing the Northerly right-of-way of said State Highway 191 and along the Southeasterly line of said L&L Austex and Cumberland tracts and the Northwesterly line of said corner clip, a distance of 213.76 feet to a point for the Northerly corner of said corner clip and the Westerly corner of said L&L Austex and Cumberland tracts, from which a concrete monument bears South 67 deg 18 min 31 sec East, at a distance of 0.65 feet, said point being the beginning of a non-tangent curve to the left, with a radius of 1,849.86 feet, a central angle of 15 deg 16 min 03 sec, a chord bearing of North 51 deg 29 min 35 sec West, and a chord length of 491.47 feet;

THENCE along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said L&L Austex and Cumberland tracts the following:

Along said non-tangent curve to the left, an arc distance of 492.93 feet to a point for corner, from which a concrete monument bears North 74 deg 19 min 59 sec East, at a distance of 0.30 feet;

North 59 deg 42 min 01 sec West, a distance of 24.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 59 deg 05 min 41 sec West, a distance of 338.91 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northerly corner of said L&L Austex tract, from which a concrete monument bears South 65 deg 32 min 08 sec East, at a distance of 1.59 feet;

THENCE departing the Southwesterly right-of-way of said State Highway 158 and along the Westerly line of said L&L Austex tract and over and across said Cumberland tract, the following:

South 30 deg 54 min 49 sec West, a distance of 74.74 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

South 14 deg 44 min 11 sec East, a distance of 784.75 feet to a Concrete Monument found for the Southwesterly corner of said L&L Austex tract, said Concrete Monument being situated in the Southerly line of said Cumberland tract and the Northerly right-of-way of said State Highway 191;

THENCE continuing along the Southerly line of said Cumberland tract and along the Northerly right-of-way of said State Highway 191, the following:

South 75 deg 15 min 49 sec West, a distance of 804.68 feet to a point for corner, from which a concrete monument bears South 51 deg 03 min 40 sec West, at a distance of 0.34 feet;

South 71 deg 09 min 23 sec West, a distance of 80.69 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right of way of said State Highway 191 and over and across said Cumberland tract the following:

North 14 deg 44 min 11 sec West, a distance of 741.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a curve to the left, with a radius of 220.00 feet, a central angle of 16 deg 24 min 36 sec, a chord bearing of North 22 deg 56 min 30 sec West, and a chord length of 62.79 feet;

Along said curve to the left, an arc distance of 63.01 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 79 deg 41 min 57 sec West, a distance of 30.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 30 min 36 sec West, a distance of 100.00 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a non-tangent curve to the left, with a radius of 550.00 feet, a central angle of 28 deg 35 min 04 sec, a chord bearing of North 45 deg 11 min 52 sec East, and a chord length of 271.55 feet;

Along said non-tangent curve to the left, an arc distance of 274.39 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 54 min 20 sec East, a distance of 384.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 14 deg 05 min 38 sec West, a distance of 28.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Northeasterly line of said Cumberland tract and the Southerly right-of-way of said State Highway 158;

THENCE North 59 deg 05 min 41 sec West, along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said Cumberland tract, a distance of 547.13 feet, to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 30 deg 25 min 54 sec East, departing the Northeasterly line of said Cumberland tract and over and across said State Highway 158, a distance of 119.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the situated in the Northwesterly line of City Ordinance 8214, the Southwesterly line of Grassland Estates West, Section 7, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet I, Page 104, Official Public Records, Midland County, Texas, and the Northerly right-of-way of said State Highway 158;

THENCE along the Northerly right-of-way of said State Highway 158 and along the Northwesterly line of City Ordinance 8214 and the Southwesterly line of said Grassland Estates West, Section 7 and the Southwesterly line of Grassland Estates West, Section 5, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet G, Page 185, Official Public Records, Midland County, Texas the following:

South 59 deg 05 min 39 sec East, a distance of 1,593.76 feet to point for corner, said point being the beginning of a curve to the left, with a radius of 2804.79 feet, a central angle of 09 deg 21 min 40 sec, a chord bearing of South 63 deg 46 min 28 sec East, and a chord length of 457.74 feet;

Along said curve to the left, an arc distance of 458.25 feet to a point for corner;

THENCE South 14 deg 17 min 17 sec East, departing the Southwesterly line of said Grassland Estates West, Section 5, over and across said State Highway 158 and along the Westerly line of City Ordinance 7975, a distance of 376.27 feet to a point for corner;

South 75 deg 15 min 49 sec West, departing the Westerly line of said City Ordinance 7975 and continuing over and across said State Highway 158, a distance of 228.36 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 29.782 acres or 1,297,284 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 24th day of May, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4203), NAD 83, grid values from the City of Midland, Texas monuments numbers 4003 & 4004.

NOTICE OF CITY COUNCIL MEETING
300 North Loraine
Midland, Texas
December 13, 2022 – 10:00 AM
Council Chamber - City Hall

PURSUANT to Texas Government Code § 551.041 and Texas Tax Code § 312.201, notice is hereby given that a quorum of the City Council of the City of Midland, Texas, intends to be physically present for a meeting to be held in the Midland City Hall Council Chamber, 300 North Loraine Street, Midland, Texas, at 10:00 a.m. on December 13, 2022.

Among the items to be considered at the meeting will be the following:

> Hold a public hearing regarding whether to designate a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (generally located at the northwest corner of the intersection of State Highway 191 and State Highway 158) as a reinvestment zone for commercial and industrial tax abatement purposes as authorized by Chapter 312 of the Texas Tax Code; and consider an ordinance designating said tract of land as Tax Abatement Reinvestment Zone Number 2023-01.

Respectfully Submitted,

Robert Patrick
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

City Council Meeting

Item Number: 37

Meeting Date: December 13, 2022

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland DCI, LLC, is requesting a Specific Use Designation without Term to operate a Veterinarian Clinic located at 3722 W. Loop 250.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Current Zoning:

O1, Office District.

Surrounding Zoning and Land Use:

This property is currently zoned O1, Office District. The properties to the north are zoned TH, Townhouse Dwelling District. The properties to the east are zoned MF16, Multiple-Family Dwelling District. The properties to the west are zoned PD, Planned Development District. The properties to the south across W Loop 250 N are zoned SF2, Single-Family Dwelling District, and PD, Planned Development District.

Analysis:

The applicant is proposing to use the existing building on the lot for a Veterinarian Clinic. The property is currently vacant and is zoned O1, Office District. Per section 4.03 Use Chart of the zoning ordinance, a veterinarian clinic is allowed in the O1, Office District, with a Specific Use Designation without Term.

The site plan (Exhibit A) provided shows the customer parking will be available on the east and west side of the building. There is an existing 3,435 square foot building that will only be used as the clinic. Of this square footage, there is a maximum floor area of 3,214 square feet. Animals will not be staying overnight. A total of 10 parking spaces are provided, of which 1 will be accessible spaces.
The site currently has adequate parking, access, and internal circulation.

The proposed hours of operation are the following:

Monday through Friday, 8:00 a.m. to 5:00 p.m.

They will need to comply with Section 5.05, Nonresidential Zoning District Dimensional Regulations Chart and Chapter 9-Landscaping Regulations.

Engineering: (Approved)

No objections. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

No objections.

Fire: (Approved)

No objections.

Planning: (Approved)

No objections.

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High uses in this area, encompassing a higher mix of housing types, major commercial, office and services uses, and limited industrial in suitable locations. These areas improve economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Therefore, the new veterinarian clinic fits the recommendations of the Tall City Tomorrow Comprehensive Plan.

This request was recommended for approval at the November 21, 2022, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for a Veterinarian Clinic, subject to conditions A and B.

Conditions:

A. That the Veterinarian Clinic shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.

B. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Veterinarian Clinic to ensure that the conditions of this permit are satisfied

Letters of Objection:

As of December 7, 2022, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; 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 1A, Block 14, Crestgate Addition, Section 39, 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 veterinarian clinic (the "Specific Use"), together with the uses permitted in the present O-1, Office District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

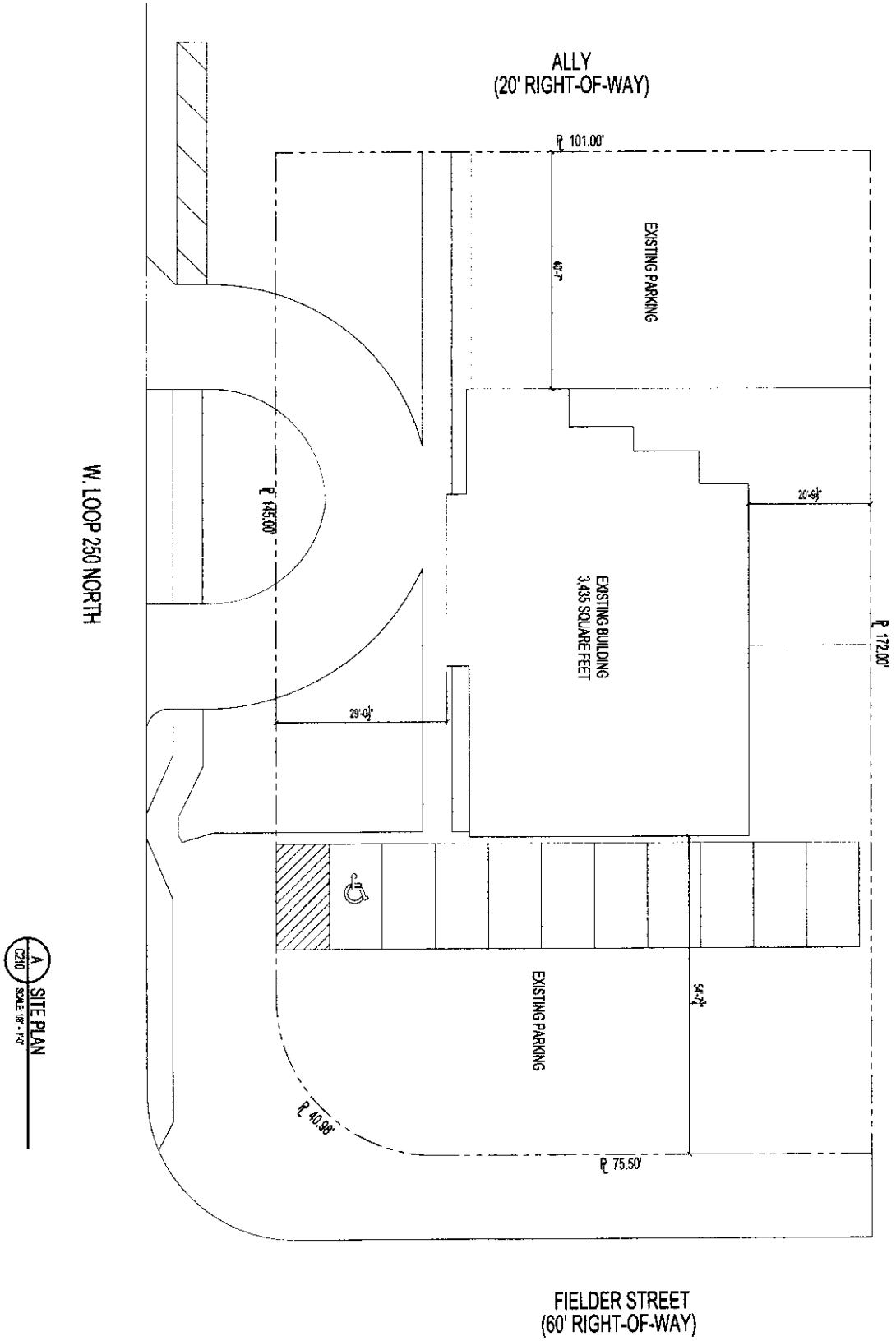
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



A C210 SITE PLAN
SCALE: 1/8" = 1'-0"

1	PRELIMINARY PLANS	10/12/22

C.M. BUTLER CONSTRUCTION
3722 W LOOP 250 N
MIDLAND, TEXAS

PRELIMINARY PLAN

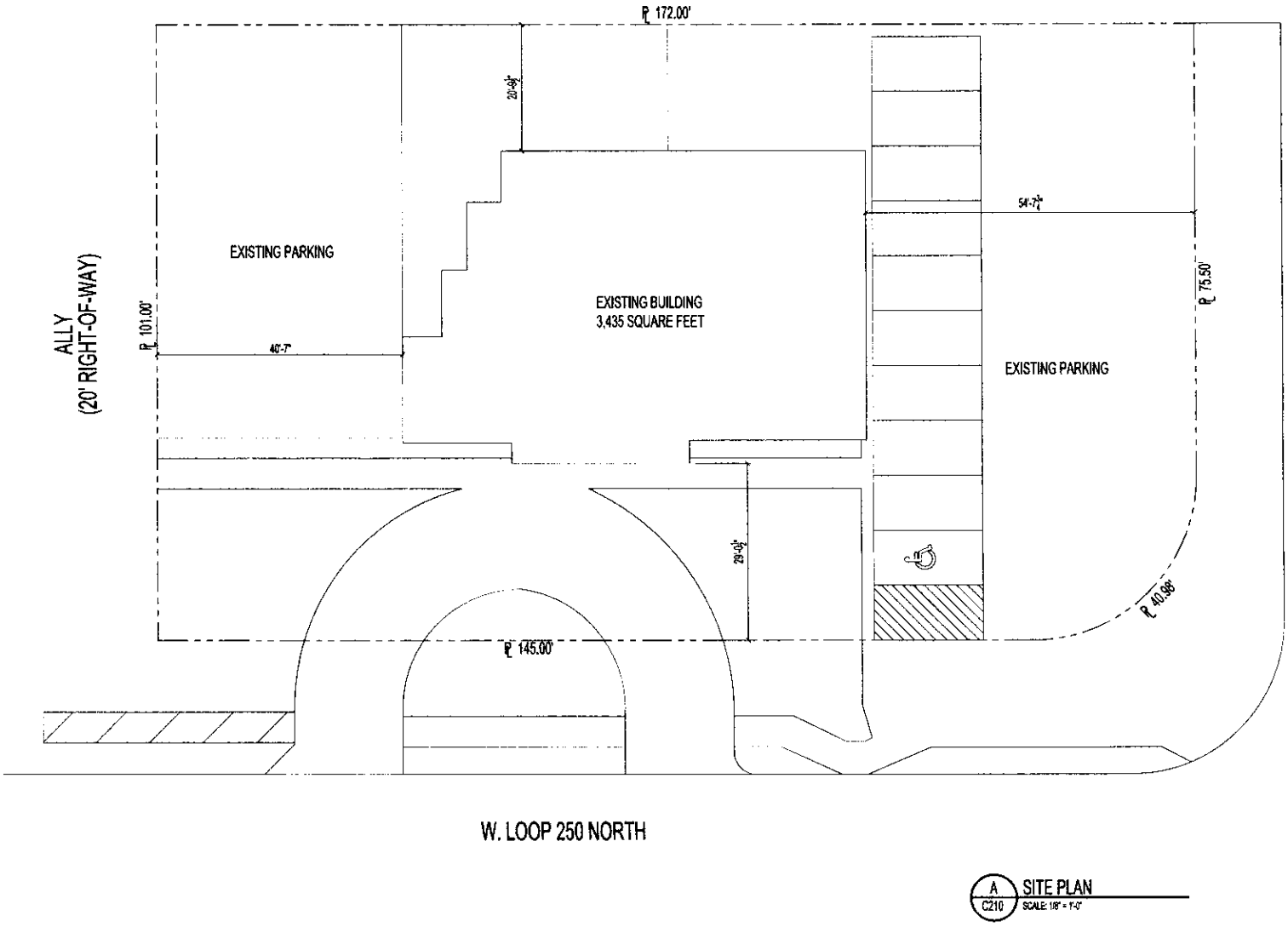
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMANENT PURPOSES.

SITE PLAN
C210

PACKET 37.7

December 2022

Chad Watkins
432-352-0706
chad@midland-dci.com
www.midland-dci.com



A C210 SITE PLAN
SCALE: 1/8" = 1'-0"

PRELIMINARY PLAN
THESE DOCUMENTS ARE INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMIT PURPOSES.

C.M. BUTLER CONSTRUCTION
3722 W LOOP 250 N
MIDLAND, TEXAS

December 13, 2022

1	PRELIMINARY PLANS	10/12/22

DCI
Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

PROJECT NUMBER: 222340
DRAWN BY: CDW
CHECKED BY: CDW

SITE PLAN
C210

SCALE: 1/8" = 1'-0"

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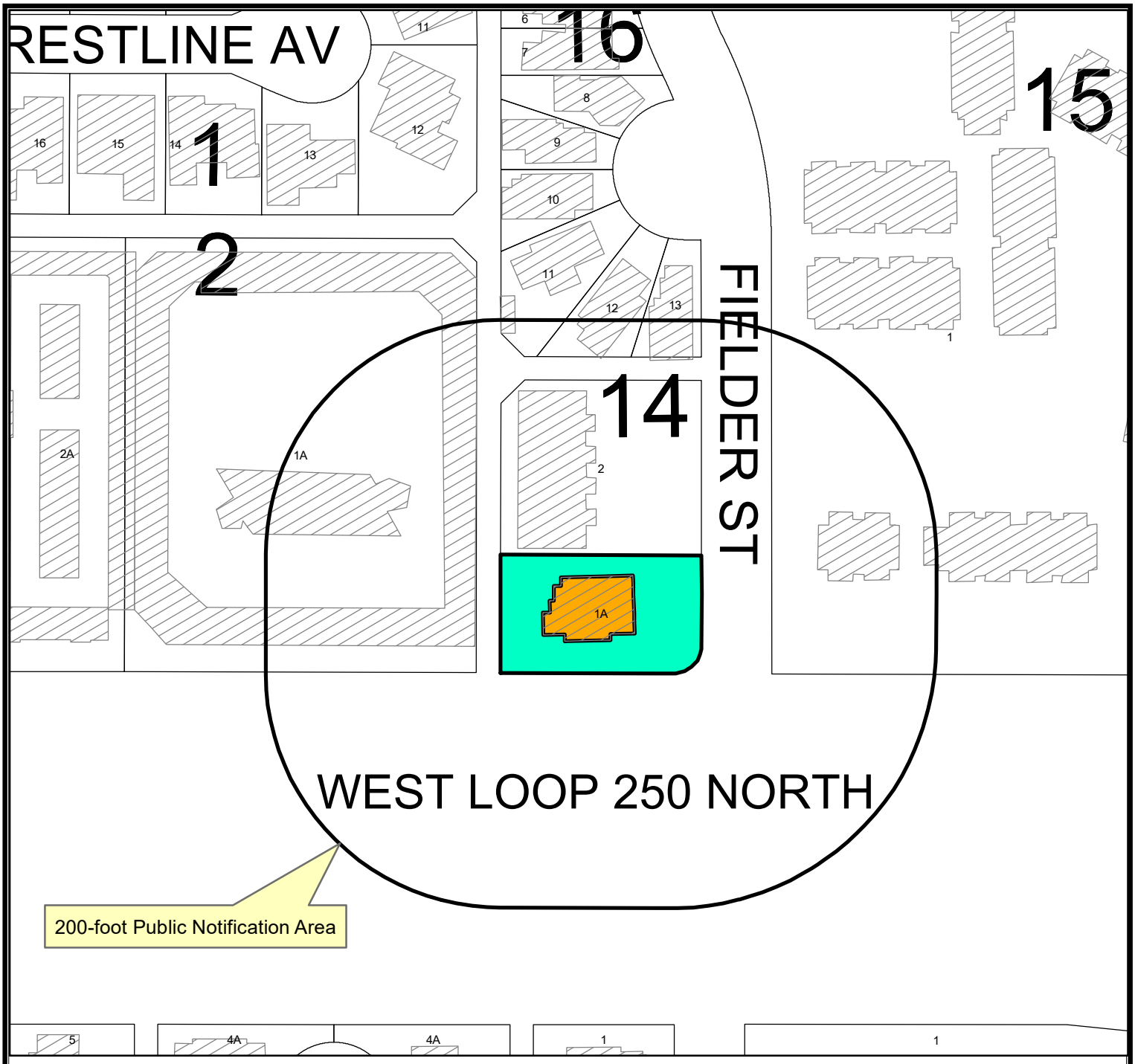
The designs represented by these plans are copyrighted and are subject to copyright protection as an "Original Work". Reproduction and or these plans without the written consent of DCI constitutes infringement of copyright. Only the original purchaser shall be permitted to construct the buildings for whom DCI prepared these plans and only one building shall be constructed from these plans. Any other use, reuse, changes, or changes to the plans without the written consent of DCI will be at the purchaser's sole risk and without liability to DCI and the purchaser shall indemnify and hold harmless DCI from all claims arising from such unauthorized use. Any architectural or engineering plans prepared by others which are based on these plans are the responsibility of the engineer.



LOCATION MAP

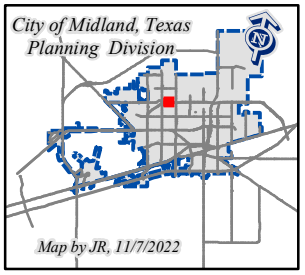
SUDwo-22-0032 **Scale: 1" = 150'**

Request by Midland DCI, LLC. for a Specific Use Designation without term for a veterinarian clinic, on Lot 1A, Block 14, Crestgate Addition, Section 39, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Fielder Street and West Loop 250 North. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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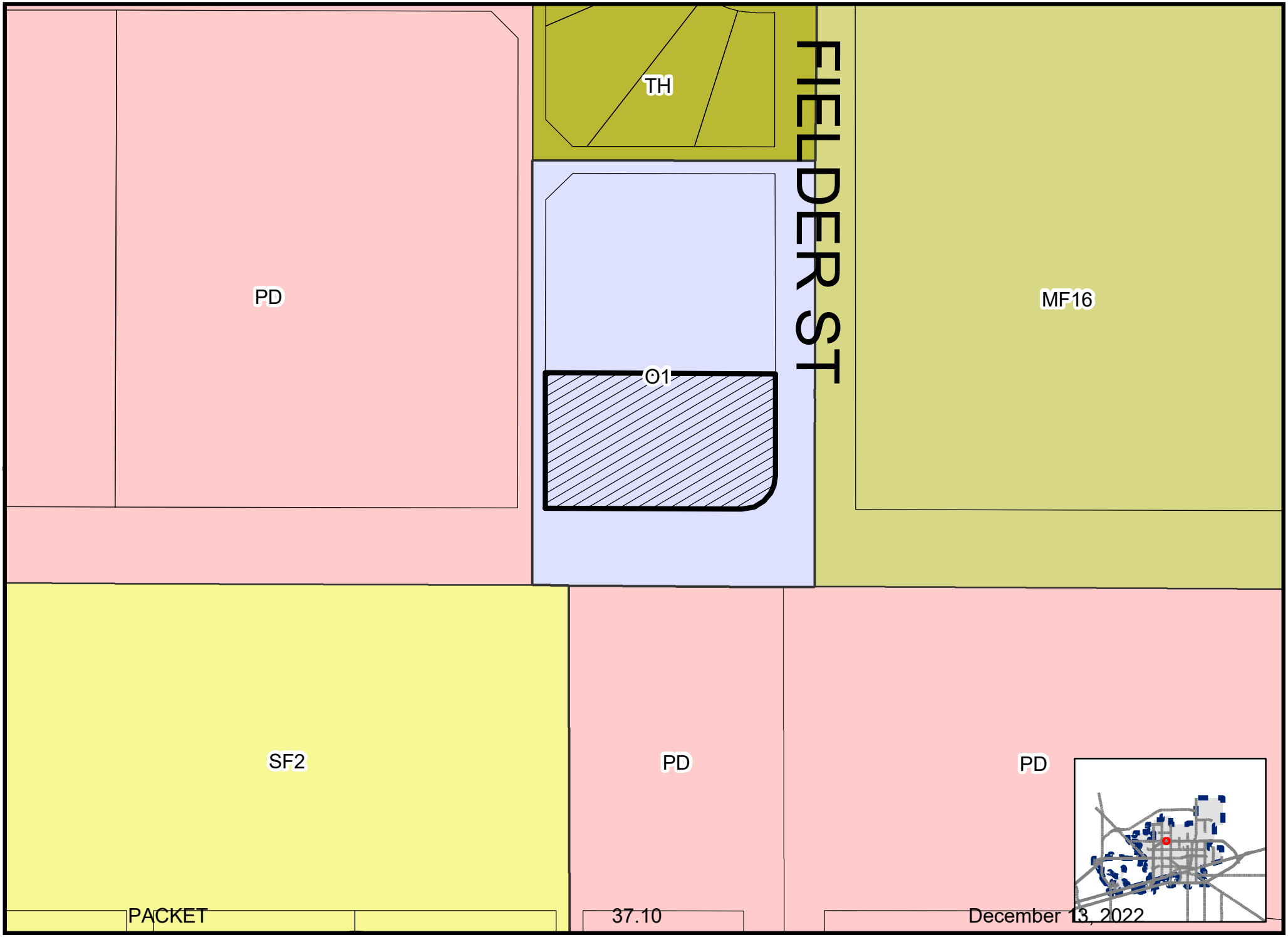

PACKET 37.10 December 13, 2022

Map By JR, 11/7/2022

SUDwo-22-0032 **Scale: 1" = 130'**

ZONING MAP

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MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUD wo-22-0032

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chad Walters		Phone (432) 352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Ste 204	City Midland	State TX	Zip 79701
Property Owner Printed Name: Sierra Strickland		Phone (432)5372132 Email sierra.strickland@legacyvet.us	
Address 1316 SCR 1069	City Midland	State TX	Zip 79706
Representative *(if different from Applicant or Property Owner)* Firm: Midland DCI, LLC Printed Name: Chad Walters		Phone (432)352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Ste 204	City Midland	State TX	Zip 79701

Type of Permit:	*For Office Use Only* ☐ with Term ☐without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☒ No	

Street Address: 3722 W Loop 250 N

Legal Description
Lot: 01A Block: 014 Subdivision: Crestgate Sec 39

Current Zoning: O1

Maximum Floor Area: 3,214 **Maximum Occupancy:** 50

Proposed hours and days of use or operation: M-F 8:00 am to 5:00 pm

Reason for request: Per Use chart 4.03 (198) Veterinarian Clinic, SUD required for O1 Zone District.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Animals will not be staying over night. No residential properties adjacent to lot.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 8-18-22
Applicant (printed): Chad Walters	
Property Owner (signature): Sierra Strickland	Date: 8/29/2022
Property Owner (printed): Sierra Strickland	

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 CHRISTOPHER WALTERS who, being by me duly sworn, upon oath says: That (s)he is authorized by Sierra Strickland, 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 17 day of OCTOBER, 2020, to certify which witness my hand and seal of office.

JAMES RUSSELL
Notary ID #133542996
My Commission Expires
January 20, 2026

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # CreditCard
- ☑ Dimensioned Site Plan
- ☑ Site Plan in Digital Format (PDF/JPEG)

Received By: Emailed
Approved by Jiz

Date: RECEIVED OCT 30 2022

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

City Council Meeting

Item Number: 38

Meeting Date: December 13, 2022

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Lonnie Phillips, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building for the property located at 5206 N. Midland.*

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 5206 N Midland Drive and is the location of Fellowship Community Church. The property is currently zoned AE, Agricultural Estate District.
The applicant is requesting a special exception to allow for an accessory structure to be

constructed taller than the principal structure as shown on the site plan and elevation (Exhibit A). The new structure is a roof cover for the basketball court that is located adjacent to the church. The church is 20 feet tall while the proposed roof cover for the basketball court is 24 feet and 6 inches, therefore it will have a difference in height of 4 feet 6 inches. Although this does not represent a hardship it does provide a shade structure for a recreational use.

Per our City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building:*

B. Accessory Buildings and Use Limitations
5. In the nonresidential districts, an Accessory Building shall not exceed the height of the principal building and shall not exceed 50 percent of the floor area of the principal building and shall be used for purposes accessory and incidental to the main use.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff recommends approval of this application for a Special Exception to the City of Midland Zoning Ordinance, 4.09. Accessory Buildings and Uses for an allowable maximum height of an accessory building to be taller than the principal structure at a maximum height of 24’ 6” tall.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. **That Property shall significantly conform to the conditions shown in Exhibit “A”, which is attached hereto and incorporated herein.**

B. **That the maximum allowable height of the accessory building shall be Twenty-four feet and six inches (24’ 6”).**

Letters of Objection:

Staff has not received any letters of objection as December 7, 2022.

Attachments:

Application
Site Plan (Exhibit A)
Maps

.

Morris William Jr.

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 21, Block 22, Crestgate Addition, Section 36, City and County of Midland, Texas. Said special exception shall allow an increased maximum height of an accessory building.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum height of the accessory building shall be twenty-four feet six inches (24' 6").

B. That the Property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Patrick N. Payton, Mayor

ATTEST:

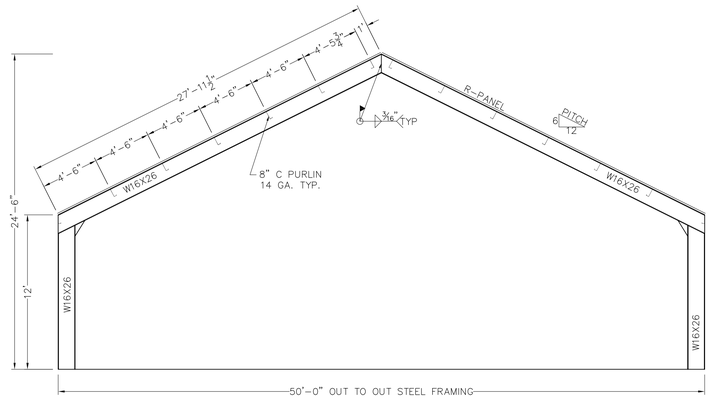
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

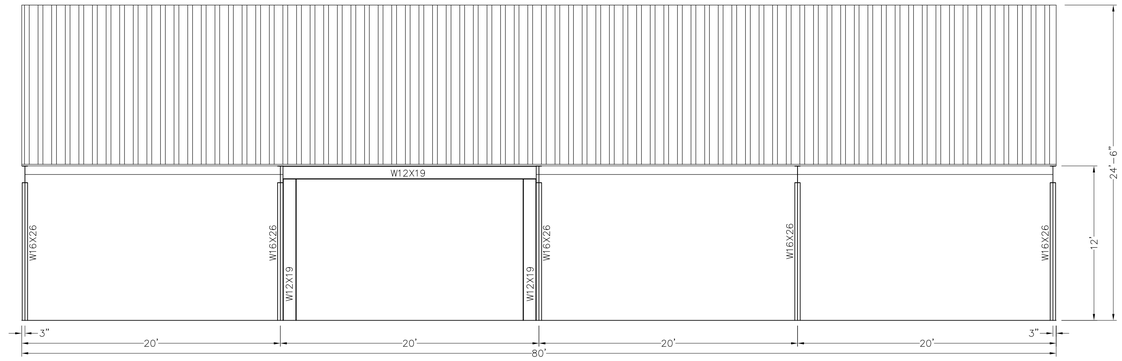
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



TYPICAL FRAME ELEVATION
SCALE: 3/16" = 1'-0"



TYPICAL SIDE WALL ELEVATION
SCALE: 3/16" = 1'-0"

NOTES:

1. ALL SECONDARY FRAMING, IE. WALL GIRTS, ROOF PURLINS, VERTICAL PURLINS ARE 8" BY 14 GA. C PURLIN. 8" BY 14 GA. Z PURLINS CAN ALSO BE USED.
2. SITE ERECTION SHALL BE ACCOMPLISHED BY A CERTIFIED WELDER TO THE LATEST AWS STANDARDS.
3. ALL WELDING ELECTRODES SHALL BE A233 CLASS E-70 SERIES.
4. MINIMUM WELDS ON PRIMARY STRUCTURAL MEMBERS SHALL BE 3/16" FILLET WELDS, UNLESS OTHERWISE SPECIFIED BY ENGINEER.
5. ALL C PURLINS SHALL BE ATTACHED WITH ANTI-ROLL CLIPS.
6. C PURLINS SHALL NOT BE WELDED DIRECTLY TO COLUMNS OR BEAMS.
7. MAXIMUM SPACING OF ROOF PURLINS SHALL BE 5'.

Byrd's Engineering

SUZANNE C. BYRD, P.E.
3209 STATE HIGHWAY 278
TUCUMCARI, NM 88401
575-361-5800

PROJECT: JNL PO# M280475

PBC 50' X 80' X 12' OPEN BUILDING
STRUCTURAL ELEVATIONS
5206 MILDLAND DR., MIDLAND, TEXAS

No.	REVISION	DATE

PROJECT NUMBER: BIE-22-230

DRAWN BY: SCB

October 11, 2022

DRAWING NUMBER: S-2

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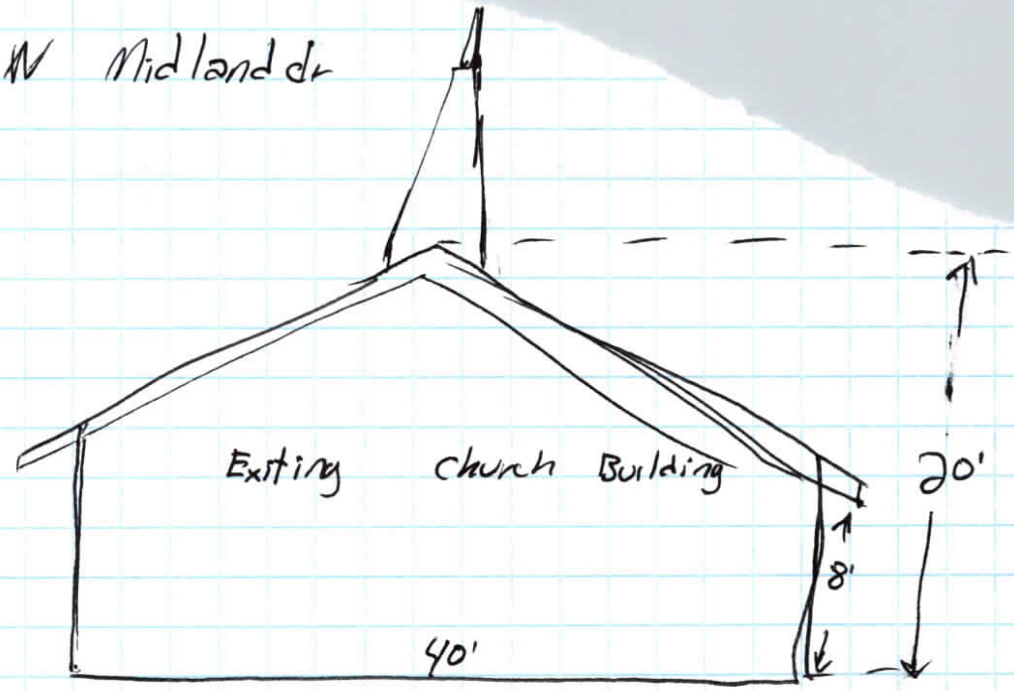
Address 5206 W Midland dr



Existing Building with Attached Building is 6640 sf

Existing Building is 20' Tall

New Propose Roof cover is 24'6" Tall
To be built on the Back side of Main Building (East)

MIDLAND Planning Division

Special Exception Application

Project Number: E-22-0088

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lonnie Phillips		Phone (432) 269-0141 Email lonniephillips4@gmail.com	
Address 5206 N. Midland Dr.	City Midland	State Tx	Zip 79707

Property Owner Printed Name: Fellowship Community Church		Phone 432-699-6068 Email FCCmidland@sbcglobal.net	
Address 5206 North Midland Dr.	City Midland	State Tx	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Permian Basin Contractors Printed Name: George Wall		Phone (432) 550 7224 Email gw@permianbc.com	
Address 11220 Hwy 191	City Midland	State Tx	Zip 79707

Street Address: 5206 N Midland dr Midland Tx 79707

Legal Description
Lot: Block: Subdivision:

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Proposed Construction Exceeds Exiting Bolding hight Basketball court Roof cover.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): L Phillips	Date: 10/25/2022
Applicant (printed): Lonnie Phillips	
Property Owner (signature): L Phillips	Date: 10/25/2022
Property Owner (printed): Lonnie Phillips	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Gerardo Wall who, being by me duly sworn, upon oath says: That (s)he is authorized by Lonnie Phillips, 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 26th day of October, 2022, to certify which witness my hand and seal of office.

KIM PATRICK
My Notary ID # 132955015
Expires March 4, 2025

Kim Patrick

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

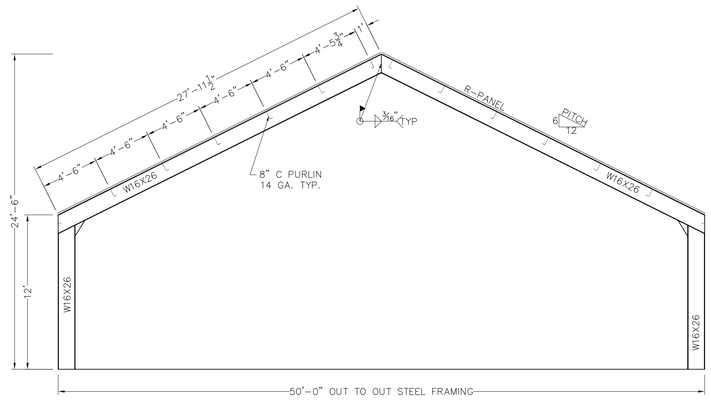
FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check #_____
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

Received By: KM

Date: RECEIVED OCT 28 2022 BY:.....

****Application will not be considered for scheduling until reviewed by a planner.****



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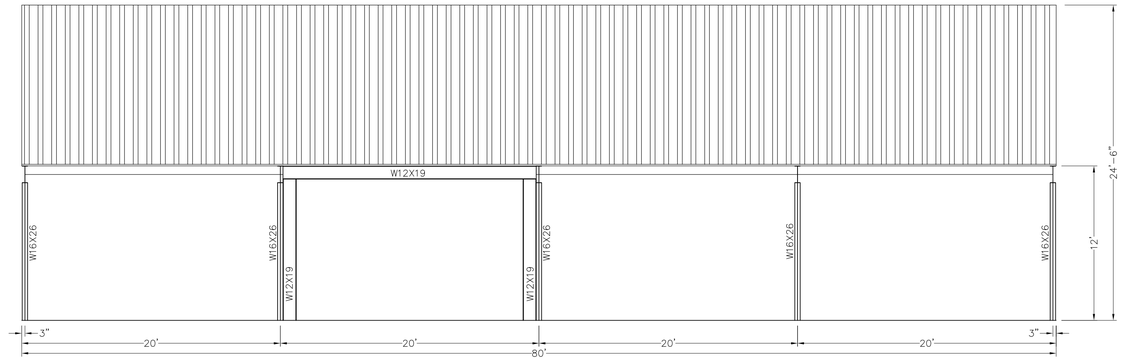
SCALE: 3/16" = 1'-0"



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PROJECT: JNL PO# M280475

PBC 50' X 80' X 12' OPEN BUILDING
STRUCTURAL ELEVATIONS
5206 MILDLAND DR., MIDLAND, TEXAS

No.	REVISION	DATE

PROJECT NUMBER: BIE-22-230

STATE OF TEXAS
SUZANNE C BYRD
86877
LICENSED
PROFESSIONAL ENGINEER

October 11, 2022

DRAWN BY: SCB

DRAWING NUMBER: S-2

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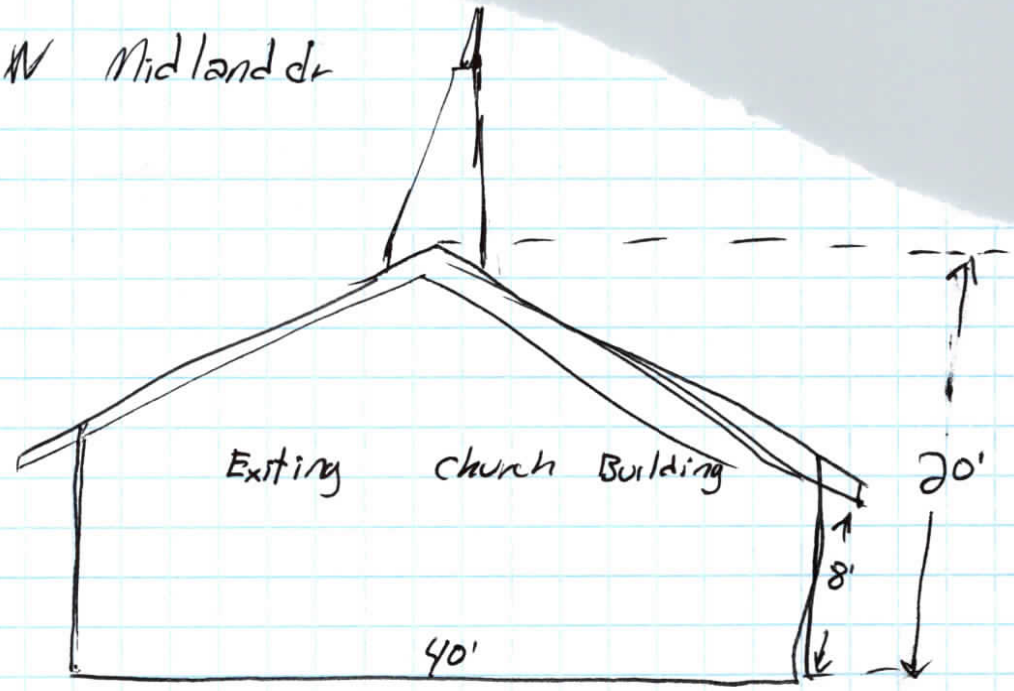

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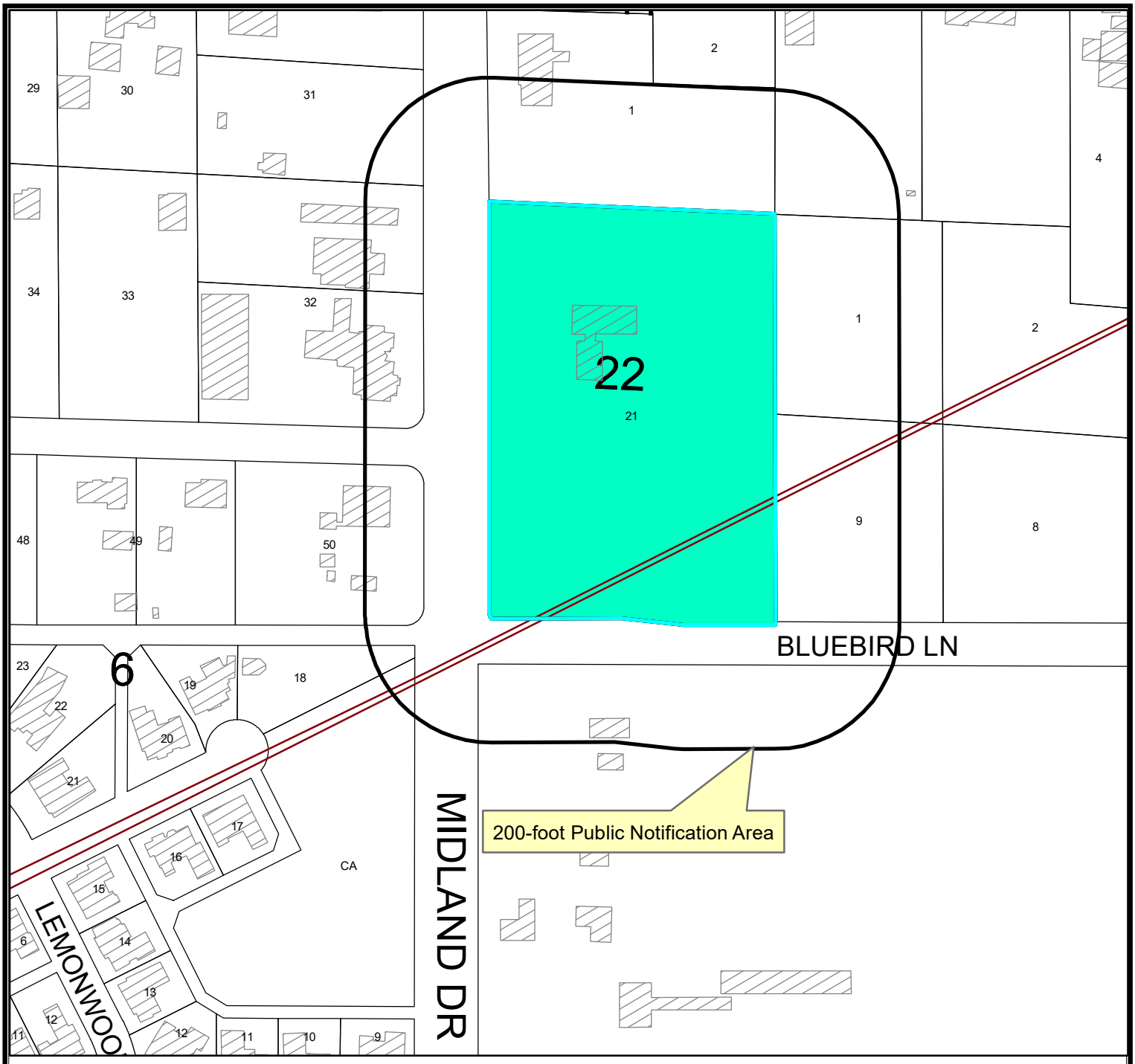


LOCATION MAP

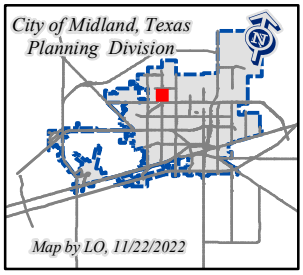
E-22-0088 **Scale: 1" = 2,761'**

Consider a request by Lonnie Phillips for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building on Lot 21, Block 22, Crestgate Addition, Section 36, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of North Midland and Bluebird. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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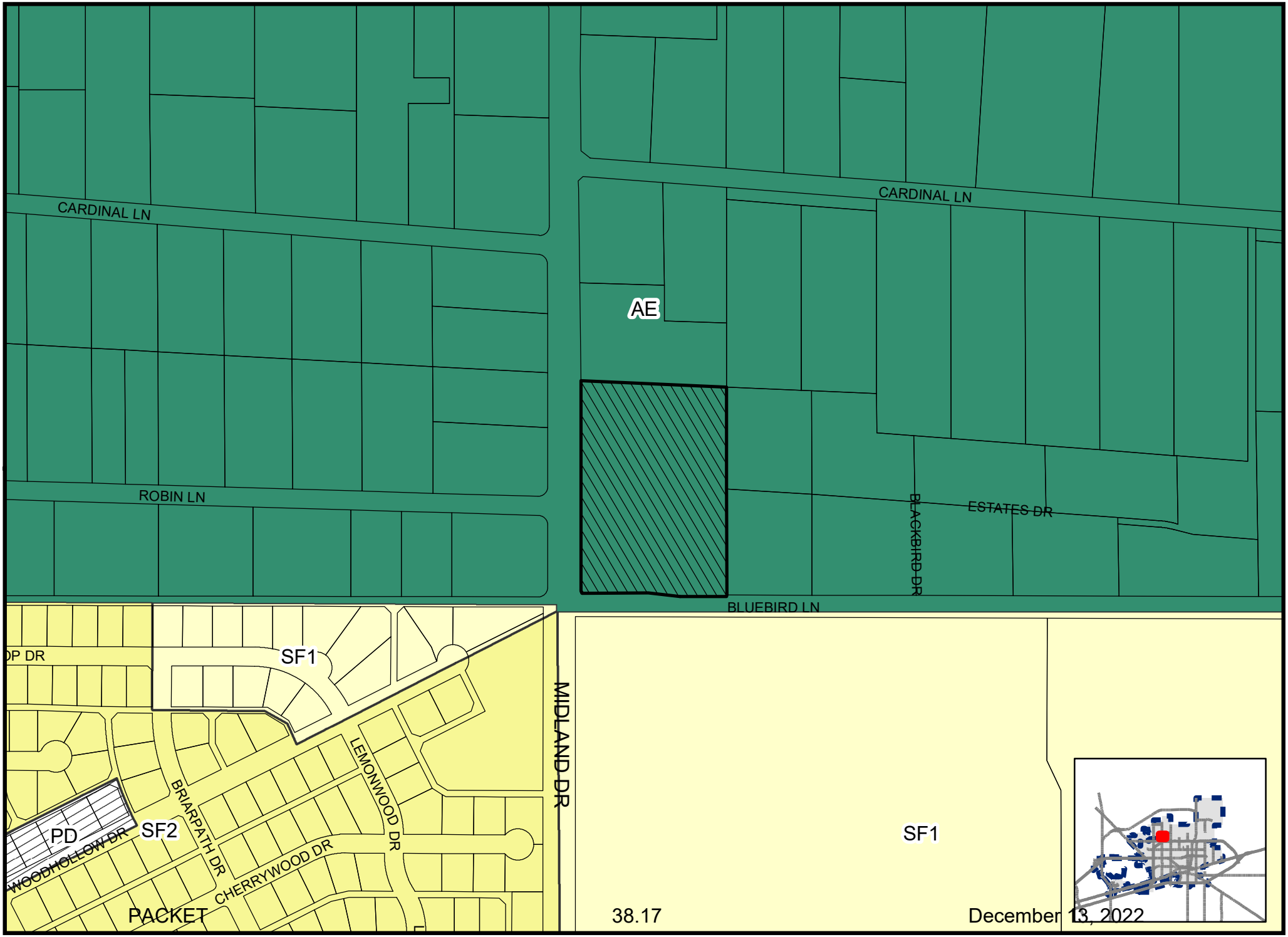

Map By LO, 11/28/2022

E-22-0088

Scale: 1" = 4,566'

ZONING MAP

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FELLOWSHIP
COMMUNITY
CHURCH

