**CITY OF MIDLAND, TEXAS**
**AGENDA FOR CITY COUNCIL MEETING**
**May 26, 2020 - 10:00 AM**
**300 North Loraine**
**Midland, Texas**
**Council Chamber - City Hall**

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

## OPENING ITEMS

1. Invocation – Dr. Darin Wood, First Baptist Church

2. Pledge of Allegiance

## CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

    a. REGULAR CITY COUNCIL MEETING OF MAY 12, 2020

4. 2020-089 – RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR EXTERIOR CONSTRUCTION WORK AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $103,122.00 (GENERAL SERVICES)

5. 2020-090 – RESOLUTION AWARDING A CONTRACT TO 4X CONSTRUCTION GROUP, LLC, FOR THE LANDFILL CELLS FIVE AND SIX PROJECT FOR A TOTAL COST OF $5,513,456.20; AND APPROPRIATING FUNDS FOR SAID PROJECT (GENERAL SERVICES)

6. 2020-091 – RESOLUTION APPROVING THE SELECTION OF PARKHILL, SMITH & COOPER, INC., HDR ENGINEERING, INC., ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., JACOBS ENGINEERING GROUP INC., AND MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (GENERAL SERVICES)

7. 2020-092 – RESOLUTION AWARDING A CONTRACT FOR TEMPORARY TRAFFIC CONTROL SERVICES TO FC TRAFFIC CONTROL, INC. OF AMARILLO, TEXAS, AT A TOTAL COST NOT TO EXCEED $76,675.00; AND AUTHORIZING PAYMENT THEREFOR (GENERAL SERVICES)

8. 2020-093 – RESOLUTION AUTHORIZING THE PROCUREMENT OF SERVICES NECESSARY TO FACILITATE THE EMERGENCY REPAIR OF DAMAGED STREET IMPROVEMENTS LOCATED AT OR ABOUT THE INTERSECTION OF GOLF COURSE ROAD AND MIDKIFF ROAD; APPROPRIATING AND ALLOCATING FUNDS; AND AUTHORIZING PAYMENT FOR SAID SERVICES IN AN AMOUNT NOT TO EXCEED $850,000.00 (GENERAL SERVICES)

9. 055-2020 – MOTION AUTHORIZING THE DIRECTOR OF AIRPORTS TO ADVERTISE A REQUEST FOR BIDS FOR THE MAF AIRFIELD PAVEMENT MARKING PROJECT (AIRPORT)

10. 056-2020 – MOTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $254,358.00 TO ASSIST THE CITY OF MIDLAND HEALTH AND SENIOR SERVICES DIVISION FOR ACTIVITIES IN SUPPORT OF CORONAVIRUS 2019 (COVID-19) RESPONSE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT THE FUNDS INTO THE GENERAL FUND (COMMUNITY SERVICES)

11. 2020-094 – RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED NO CLOSER THAN 226 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 862 FEET AND 2,050 FEET WEST OF RANKIN HIGHWAY, AND BETWEEN 590 FEET AND 620 FEET NORTH OF DAYTON ROAD); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

12. 2020-095 – RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,433 FEET WEST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 491 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

13. 2020-096 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 590 FEET AND 591 FEET NORTH OF WEST INTERSTATE 20, AND BETWEEN 1,179 FEET AND 1,279 FEET EAST OF SOUTH MIDKIFF ROAD (DEVELOPMENT SERVICES)

14. 2020-097 – RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DEVELOPMENT SERVICES)

15. 2020-098 – RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., BOYS & GIRLS CLUBS OF THE PERMIAN BASIN, INC., SENIOR LIFE MIDLAND, INC., THE UNITED WAY OF MIDLAND, INC., AND WEST TEXAS FOOD BANK IN THE AMOUNT OF $324,761.00; APPROPRIATING FUNDS FOR SAID CONTRACTS; AND APPROPRIATING $150,000.00 TO THE CITY OF MIDLAND HEALTH DEPARTMENT (DEVELOPMENT SERVICES)

**SECOND READINGS**

16. 10082 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (First reading held May 12, 2020)

17. 10083 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF CORPORATE DRIVE, APPROXIMATELY 550 FEET EAST OF NORTH BIG SPRING 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 (DEVELOPMENT SERVICES) (First reading held May 12, 2020)

18. 10085 – AN ORDINANCE APPOINTING A NEW CITY OF MIDLAND MUNICIPAL COURT ASSOCIATE JUDGE EFFECTIVE MAY 26, 2020; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE NEW ASSOCIATE JUDGE (CITY MANAGER'S OFFICE) (First reading held May 12, 2020)

**PUBLIC HEARINGS**

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

19. 057-2020 – RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2020-2021 CDBG GRANT APPLICATION SUBMISSIONS AND THE FIVE YEAR CONSOLIDATED PLAN GOALS (DEVELOPMENT SERVICES)

20. 10086 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 30, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH CARVER STREET AND EAST WALL 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 (DEVELOPMENT SERVICES)

**MISCELLANEOUS**

21. 058-2020 – MOTION AUTHORIZING THE CITY MANAGER TO DEVELOP AND IMPLEMENT TEMPORARY HOTEL OCCUPANCY TAX COLLECTION PAYMENT RULES AND REGULATIONS SO AS TO PERMIT HOTELS (AS DEFINED IN THE MIDLAND CITY CODE) TO MAKE SUCH COLLECTION PAYMENTS TO THE CITY OF MIDLAND IN AN UNTIMELY MANNER WITHOUT INCURRING PENALTIES OR INTEREST (CITY MANAGER'S OFFICE)

22. RECEIVE A PRESENTATION FROM CURRENTMEDIA REGARDING THE PROMOTION OF THE 2020 CENSUS (DEVELOPMENT SERVICES)

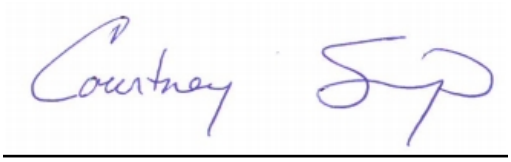
**EXECUTIVE SESSION**

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

    a. Section 551.071, Consultation with the City Attorney

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

Respectfully Submitted,



Courtney B. Sharp
City Manager

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

**MIDLAND CITY COUNCIL**
**MINUTES**
**May 12, 2020**

**BRIEFING SESSION**

The City Council convened in a Briefing Session in the Council Chamber, City Hall, Midland, Texas, at 9:30 a.m. on May 12, 2020.

Council Members present: Mayor Patrick Payton, Mayor Pro Tem Spencer Robnett (At-Large), Council Member Michael Trost (At-Large), Council Member Scott Dufford (District 1), Council Member John Norman (District 2), Council Member Jack Ladd (District 3), and Council Member Lori Blong (District 4).

Staff members present: City Manager Courtney Sharp (via Zoom), City Attorney John Ohnemiller, Assistant City Manager Robert Patrick, Assistant City Manager Morris Williams, Assistant to the City Manager Marcia Bentley-German, City Secretary Amy Turner, Utilities Director Carl Craigo, General Services Director Regina Stephenson, Assistant Utilities Director Cory Moose, Purchasing Manager Erika Martinez, Customer Service Manager Tony Goyang, Software Systems Supervisor Hugo Rodriquez, and Programmer Analyst Titus Stephens.

Mayor Payton called the meeting to order at 9:32 a.m.

1. Receive and discuss with the Mayor and Council the 2020 rate study for water and wastewater.

   Utilities Director Carl Craigo provided a PowerPoint presentation reviewing the Water and Wastewater Financial Plan put together by Raftelis. Currently there are three different rates: commercial, residential and apartments. The highest tier rate is $54. Staff would like to change the highest tier from $54 to $19 and remove exemptions. There are over 1,000 exemptions in place that prevent people from getting to that highest tier. Reasons for exemptions include water leaks, large families, homeowners' associations, etc. The remaining recommendations would be pushed out for one year. City Manager Courtney Sharp explained that the high tier was put in place to encourage water conservation.

   Mr. Craigo explained the goal is to get water revenue back into the black. They are currently spending their cash on projects and have gone through their reserves and they need to build up their reserves to have cash for future repairs when needed. The City is changing out all meters and it has been discovered that the old meters were way less efficient than expected and staff is seeing an increase on readings and customers' bills are going up a little. Since Raftelis didn't know we would find an increase with new meters, they suggested a rate increase, but that is already being realized with the new meters. Staff recommends waiting for a full year and then reevaluating. It will take three years to replace all water meters throughout the City. Apartments will keep their lower base rate. Staff will come back in June with the suggested code changes.

   Mayor Payton summarized that staff is asking to lower water rates to increase usage.

Discussion ensued about changing the current watering restrictions from two days a week to three or four days. Mayor Payton noted he would like to see watering allowed four days a week. Mr. Craigo noted he would make changes and bring them back in June for City Council approval.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:52 a.m.

**REGULAR SESSION**

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 12, 2020.

Council Members present: Mayor Patrick Payton, Mayor Pro Tem Spencer Robnett (At-Large), Council Member Michael Trost (At-Large), Council Member Scott Dufford (District 1), Council Member John Norman (District 2), Council Member Jack Ladd (District 3), and Council Member Lori Blong (District 4).

Staff members present at the annex table: City Manager Courtney Sharp (via Zoom), City Attorney John Ohnemiller, Assistant City Manager Robert Patrick and Assistant City Manager Morris Williams.

The Agenda Items were heard in the following order: 1-3, 7, 9-10, 4-6, 8, 11-20, 23, 21-22, 26, 24-25.

Mayor Payton called the meeting to order at 10:00 a.m.

**OPENING ITEMS**

1. Invocation – Mayor Payton

2. Pledge of Allegiance

**CONSENT AGENDA**

Council Member Robnett moved to approve Consent Agenda items 3 - 10 excluding 4, 5, 6, 8; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

3. Approved a motion approving the following minutes:

   a. Regular City Council Meeting of April 28, 2020

7. Approved a resolution authorizing the Mayor, City Manager, and City Attorney to accept and execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant for the Community Development Block Grant in the amount of $570,875.00. (DEVELOPMENT SERVICES)

RESOLUTION NO. 2020 - 083

RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO ACCEPT AND EXECUTE THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $570,875.00

9. Approved a motion authorizing the execution of a right-of-way license between the City of Midland and Targa Pipeline Mid-Continent Westex LLC, regarding City-owned property described as Sections 4 and 9, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas. (UTILITIES) (053-2020)

10. Approved a resolution of the City Council of the City of Midland, Texas, nominating Plains All American Pipeline, L.P., to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank as an Enterprise. (DEVELOPMENT SERVICES)

RESOLUTION NO. 2020 - 085

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, NOMINATING PLAINS ALL AMERICAN PIPELINE, L.P., TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM, THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND DESIGNATING A LIAISON FOR THE COMMUNICATION WITH INTERESTED PARTIES

The following items were pulled from Consent Agenda and considered individually.

4. Consider a resolution awarding a contract for the Thomason Drive Water Main Replacement Utility Bond Project for the Engineering Services Department. (PURCHASING)

RESOLUTION NO. 2020 - 081

RESOLUTION AWARDING A CONTRACT FOR THE THOMASON DRIVE WATER MAIN REPLACEMENT UTILITY BOND PROJECT TO EDGARDO MADRID & ASSOCIATES, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $2,154,636.46; ALLOCATING FUNDS; AND AUTHORIZING PAYMENT

Council Member Ladd asked who is responsible for testing and who is responsible for paying for the testing. Engineering Services Director Jose Ortiz reported that typically the contractors pay for and provide the testing. Council Member Ladd had concern that when staff found there was no subbase on Louisiana, that contractors doing their own testing might not be appropriate. Assistant City Manager Robert Patrick noted that inspectors are on site and get core samples. Mr. Ortiz added that inspectors are on site throughout the process and samples are pulled and distributed to the agencies that provide final testing which allows us to assure things are being handled appropriately.

Council Member Ladd moved to adopt Resolution No. 2020 - 081; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

5. Consider a motion authorizing the execution of a memorandum of understanding between the Midland Development Corporation and the City of Midland. (CITY MANAGER'S OFFICE) (052-2020)

Council Member Trost moved to authorize the execution of a memorandum of understanding between the Midland Development Corporation and the City of Midland; said memorandum of understanding to provide for the marketing of certain City-owned real property located at the Midland International Air & Space Port; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Payton, Dufford, Ladd, Norman. NAY: Robnett. ABSTAIN: None. ABSENT: None.

6. Consider a resolution implementing a Voluntary Early Retirement Incentive Program (VERIP) for eligible City of Midland employees. The maximum number of employee participants shall be twenty (20). (ADMINISTRATIVE SERVICES)

RESOLUTION NO. 2020 - 082

RESOLUTION AUTHORIZING THE ADOPTION OF THE 2020 VOLUNTARY EMPLOYEE RETIREMENT INCENTIVE PROGRAM; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY FOR THE IMPLEMENTATION OF THE PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL ASSOCIATED DOCUMENTS AND AGREEMENTS

Council Member Ladd was curious to know if we knew which people were participating. Administrative Services Director Mark Widmann noted that if Council approves this today, the application will go online to all eligible employees and will remain open until May 27th for eligible participants to apply. Council Member Ladd had concern that any division could be cleaned out. Mr. Widmann noted there were three levels of approval and that just because someone applies does not mean it would be approved. The hope is that this would prevent layoffs and furloughs. This is only to accelerate a person's interest in retiring. Council Member Dufford noted this has been offered in the past and no one has taken Council up on their offer. Mr. Widmann noted there is interest from about five people at this time.

Council Member Robnett moved to adopt Resolution No. 2020 - 082; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

8. Consider a resolution authorizing the execution of a capital improvements development agreement with THF Midland Leased Housing Associates II, Limited Partnership for the construction of certain capital improvements related to the development of Riverbend Addition. (ENGINEERING SERVICES)

RESOLUTION NO. 2020 - 084

RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF RIVERBEND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AND AUTHORIZING PAYMENT IN THE AMOUNT OF $177,444.90; SAID AGREEMENT BEING AUTHORIZED BY CHAPTER 2 1 2 , SUBCHAPTER C, AND CHAPTER 395, SUBCHAPTER B OF THE TEXAS LOCAL GOVERNMENT CODE

Council Member Trost asked for clarification on what this means. Engineering Services Director Jose Ortiz reported there is a need to increase the size of infrastructure at this project noting it is a win/win situation.

Council Member Robnett moved to adopt Resolution No. 2020 - 084; seconded by Council Member Trost. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

**SECOND READINGS**

11. Consider an ordinance on second reading on a request by Cork & Pig Tavern – Ally Village, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption in a restaurant generally located on the south side of Spring Park Drive, approximately 685 feet east of North Big Spring Street. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10074

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,460-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 685 FEET EAST OF NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10074.

Council Member Robnett moved to approve the second and final reading of Ordinance No. 10074 in accordance with the Charter of the City of Midland; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

12. Consider an ordinance on second reading request by Alexandra Brinker for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, generally located on the southeast corner of the intersection of North Garfield Street and Castleford Road. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10075

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A

SHOPPING CENTER, 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10075.

Council Member Robnett moved to approve the second and final reading of Ordinance No. 10075 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

13. Consider an ordinance on second reading on a request by Jorge Chavez for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, generally located on the east side of North Adams Street, approximately 80 feet south of East Illinois Avenue. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10076

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 14, BLOCK 1, EASTOVER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH ADAMS STREET, APPROXIMATELY 80 FEET SOUTH OF EAST ILLINOIS 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10076.

Council Member Blong moved to approve the second and final reading of Ordinance No. 10076 in accordance with the Charter of the City of Midland; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

14. Consider an ordinance on second reading on a request by Midland Platinum II, LLC., for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a bar, generally located on the west side of Tradewinds Boulevard, approximately 300 feet south of Andrews Highway. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10078

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 300 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A

SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10078.

Council Member Ladd moved to approve the second and final reading of Ordinance No. 10078 in accordance with the Charter of the City of Midland; seconded by Council Member Norman. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

15. Consider an ordinance on a second reading on a request by Elvira Garcia for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, generally located on the east side of South Baird Street, approximately 110 feet north of East Pennsylvania Avenue. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10079

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 13 AND 14, BLOCK 145, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH BAIRD STREET, APPROXIMATELY 110 FEET NORTH OF EAST PENNSYLVANIA 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10079.

Council Member Norman moved to approve the second and final reading of Ordinance No. 10079 in accordance with the Charter of the City of Midland; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

16. Consider an ordinance on a second reading on a request by Maverick Engineering for a zone change from PD, Planned District for a Housing Development to an amended PD, Planned Development District for a Housing Development generally located on the northwest corner of the intersection of Chukar Lane and Beachwood Street. (DEVELOPMENT SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10080

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 THROUGH 31, BLOCK 5, LOTS 1 THROUGH 16, BLOCK 8, LOTS 1 THROUGH 9, BLOCK 9, AND LOTS 1 THROUGH 4, BLOCK 10, QUAIL RIDGE ADDITION, SECTION 6, LOTS 10 THROUGH 20, BLOCK 9, LOTS 5 THROUGH 18, BLOCK 10, AND LOTS 1 THROUGH 14, BLOCK 11, QUAIL RIDGE ADDITION, SECTION 7, A 7.432-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1,

QUAIL RIDGE ADDITION, AND A 0.004-ACRE TRACT OF LAND OUT OF QUAIL RIDGE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CHUKAR LANE AND BEACHWOOD 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10080.

Council Member Blong moved to approve the second and final reading of Ordinance No. 10080 in accordance with the Charter of the City of Midland; seconded by Council Member Trost. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

17. Consider an ordinance on second reading establishing intersection stops at various locations within the City of Midland. (ENGINEERING SERVICES) (First reading April 28, 2020)

ORDINANCE NO. 10081

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10081.

Council Member Blong moved to approve the second and final reading of Ordinance No. 10081 in accordance with the Charter of the City of Midland; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

**PUBLIC HEARINGS**

18. Hold a public hearing and consider an ordinance on a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development generally located on northwest corner of the intersection of North Elkins Road and Arapahoe Road. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10082

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

($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10082.

Mayor Payton opened the public hearing at 10:20 a.m.

Patrick Brown, 212 Bayberry Parkway, reported this ministry is already functioning they have a recovery house on Robin Lane across from the Courthouse. When asked about the animals he reported they have a couple of alpacas, geese and a goat. Council Member Dufford added this is a great ministry.

There being no one else present wishing to speak, the public hearing was closed at 10:21 a.m.

Council Member Ladd moved approval of the first of two readings of Ordinance No. 10082 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

19. Hold a public hearing and consider an ordinance on a request by Maverick Engineering for a zone change from a PD, Planned District for an Office Center to PD, Planned Development District for a Housing Development generally located on the north side of Corporate Drive, approximately 550 feet east of North Big Spring. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10083

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF CORPORATE DRIVE, APPROXIMATELY 550 FEET EAST OF NORTH BIG SPRING STREET); CONTAINING A CUMULAT IVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10083.

Mayor Payton opened the public hearing at 10:23 a.m.

Colby Denison, Maverick Engineering, via ZOOM, could not be heard. Andrew Mellen also of Maverick Engineering, via Zoom, reported this is a senior family housing residence that has been discussed a couple of times. Staff has agreed on the parking situation. It does not meet code parameters for parking, but noted it is a community for 62 and older. He was hoping Colby could add more. Staff again tried to reach Mr. Denison with no success.

There being no one else wishing to speak, the public hearing was closed at 10:25 a.m.

Council Member Robnett moved approval of the first of two readings of Ordinance No. 10083 in accordance with the Charter of the City of Midland; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

20. Hold a public hearing and consider an ordinance on a request by Jose Ramos for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, generally located on the southeast corner of the intersection of South Carver Street and East Wall Street. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10084

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 30, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH CARVER STREET AND EAST WALL 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10084.

Mayor Payton opened the public hearing at 10:26 a.m.

Beverly Harrington, 478 East Golf Course Road, reported that the property in question belongs to her grandparents. They owned two vacant lots and passed away in the 70s with no will. Her and her brother are caring for the property and are not sure what is going on. It was noted the subject property is 101 South Carver. Ms. Harrington reported her grandparents owned 101 and 103 South Carver. Development Services Director Chuck Harrington reported they will have to check the file. The applicant indicated they were the owners. He recommended deferring this item so staff can review ownership of the property.

There being no one else wishing to speak, the public hearing was closed at 10:28 a.m.

Council Member Dufford moved to defer this item to a future meeting; seconded by Council Member Trost. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

**MISCELLANEOUS**

21. Consider a resolution authorizing the City Manager to execute an Untreated Groundwater Supply Contract with Fort Stockton Holdings. (UTILITIES)

RESOLUTION NO. 2020 - 086

RESOLUTION AUTHORIZING THE EXECUTION OF AN UNTREATED GROUNDWATER SUPPLY CONTRACT BETWEEN THE CITY OF MIDLAND AND FORT STOCKTON HOLDINGS, L.P.

City Manager Courtney Sharp reported that back when the drought first started the three cities came together to figure out what resources could be combined to address the drought. It was quickly determined we would have to depend on ourselves to fight the drought. The issue is water resources for the next 50-100 years. Scott Hibbs and his

company were hired to help find potential water resources that were in proximity to the three cities and this is the source they found, and it is renewable. It is a resource that can be used by our kids and grandkids.

Scott Hibbs reported that today is the culmination of an effort that puts a long-term water supply in place to position the three cities to be well covered into future droughts. He clarified that there are several protections within the contract for all three cities. He explained the permit, production and transportation process noting the production and transportation permits have automatic renewals unless the permit holder has a change. Production renews every 3-5 years and the transportation agreement is for about 30 years. They worked through legal and feel that this is a viable contract for the next 90 plus years. He answered questions about challenges to the permit noting there is a protection in the agreement that if the current permit is not renewed this contract will become null and void.

Council Member Robnett moved to adopt Resolution No. 2020 - 086; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

22. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between City of Midland, City of San Angelo and City of Abilene for the supply of Untreated Groundwater. (UTILITIES)

RESOLUTION NO. 2020 - 087

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, THE CITY OF ABILENE, AND THE CITY OF SAN ANGELO

Council Member Robnett moved to adopt Resolution No. 2020 - 087; seconded by Council Member Trost.

City Attorney John Ohnemiller report this is an interlocal agreement that is straight forward. It has partial assignment of water rights just secured in the previous item and provides that the three parties will split infrastructure cost to develop based on the amount of water allocated to each part. Discussion ensued about the timing of the development of infrastructure and the need for us to move forward even if the other two parties do not.

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

23. Consider a motion authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest. (CITY MANAGER'S OFFICE)

Council Member Trost noted he would like this only to apply to those who are current on their Hotel Occupancy Tax, noting that many hotels are experiencing an occupancy rate below 10%. This would provide them an opportunity to pay out over a period of time

without penalty and interest. For those who are eligible they would be required to put down 25%.

Shafik Tejani, 4113 Radcliff Court, reported his business has gone from $800,000-$900,000 to less than $90,000. Their cash flow has dried up and all they are able to do is pay staff. Normally their tax for one quarter is over $150,000. In March and April their business dried up and they ate through their cash reserves. They have always paid on time and do not want to incur the 15% penalty. They have paid some and are asking for forgiveness during this difficult time.

City Manager Courtney Sharp reported the Hotel Occupancy Tax is collected by the hotel and the State and City is limited in what they can use those funds for. It is not supposed to be used by hotels to supplement their costs. Although he is very sympathetic during these strange times, they should not be using the funds they collect for their own purposes. It is just a passthrough and should not be used for their O&M.

Mr. Tejani noted the reality is the money all goes into the same account as all their other revenues and they have never had a problem paying them in the past. He chose to pay his workers. He pointed out that the State has deferred payment of these taxes if you put down 25%, you are allowed to pay the remainder by July.

Council Member Robnett asked if any other hoteliers have made this same request. Mr. Tejani noted he is asking on behalf of all hotels.

It was suggested to defer this item to determine what the state is doing with this tax and to determine if they are waiving their penalty as stated by Mr. Tejani.

Council Member Blong moved to defer this item to the next meeting; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Robnett, Payton, Dufford, Norman. NAY: Trost, Ladd. ABSTAIN: None. ABSENT: None.

Mayor Payton clarified that this matter has not been dropped but will be picked back up again in two more weeks.

Mayor Payton recessed the meeting at 11:19 a.m. to go to Executive Session noting they would reconvene open session to hear the final items.

**EXECUTIVE SESSION**

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

    a. Section 551.072, Deliberation Regarding Real Property

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

described as an 11.72-acre tract located in Section 13, Block 39, T1-S, T&P RR Co. Survey, City and County of Midland, Texas.

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment and duties of the Municipal Court Associate Judge and interview candidates for said position.

Mayor Payton adjourned Executive Session at 12:19 p.m.

Mayor Payton reconvened the Regular Session meeting at 12:23 p.m. with all Council Members present.

**REGULAR SESSION (Continued)**

24. Consider an ordinance appointing a new City of Midland Municipal Court Associate Judge effective May 26, 2020; and authorizing the Mayor to execute an employment agreement with the new Associate Judge. (CITY MANAGER'S OFFICE)

ORDINANCE NO. 10085

AN ORDINANCE APPOINTING A NEW CITY OF MIDLAND MUNICIPAL COURT ASSOCIATE JUDGE EFFECTIVE MAY 26, 2020; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE NEW ASSOCIATE JUDGE

Council Member Trost moved approval of the first of two readings of Ordinance No. 10085 in accordance with the Charter of the City of Midland appointing Wayne Frost as Associate Judge; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

25. Consider a resolution authorizing the conveyance of certain City-owned real property. (PURCHASING)

RESOLUTION NO. 2020 - 088

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN 11.72-ACRE TRACT LOCATED IN SECTION THIRTEEN (13), BLOCK THIRTY-NINE (39), TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL AGREEMENTS AND DOCUMENTS NECESSARY FOR THE CONVEYANCE OF SAID PROPERTY; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE

Council Member Robnett moved to adopt Resolution No. 2020 - 088 with the amendment to award the project to SOLR and to retain the 2.5 acres of Loop 250 frontage; seconded by Council Member Norman. The motion carried by the following vote: AYE: Trost, Robnett, Payton, Dufford, Norman. NAY: Ladd. ABSTAIN: Blong. ABSENT: None.

All the business at hand having been completed, the meeting adjourned at 12:29 p.m.

PASSED AND APPROVED the 26th day of May 2020.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

**City Council Meeting**

**Item Number 4**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Erika Martinez, Manager, Purchasing
**Subject:** RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR EXTERIOR CONSTRUCTION WORK AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $103,122.00

Approved for Agenda:

City Manager's Office

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**Purpose:**

Approval of a resolution awarding a contract to Tommy Klein Construction, Inc. for exterior work at the Martin Luther King Center through Sourcewell contract TX-PB-GC-121819-TKL, formally known as National Joint Powers Alliance (NJPA), for a total cost of $103,122.00.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$103,122.00 from the General Fund.

**Discussion:**

Staff is recommending awarding a contract to Tommy Klein Construction, Inc. for exterior work at the Martin Luther King Center through Sourcewell contract TX-PB-GC-121819-TKL, formally known as National Joint Powers Alliance (NJPA). 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 Regina Stephenson, General Services Director, for additional information. Therefore, please consider a resolution awarding a contract to Tommy Klein Construction, Inc. for exterior work at the Martin Luther King Center through Sourcewell contract TX-PB-GC-121819-TKL, formally known as National Joint Powers Alliance (NJPA), for a total cost of $103,122.00 for the General Services Department.

***INTEROFFICE MEMORANDUM***

**TO:** Morris Williams, Assistant City Manager

**FROM:** Regina Stephenson, General Services Director

**SUBJECT:** 20003312 Exterior Repair for MLK Community Center

**DATE:** May 13, 2020

The exterior walls at the Martin Luther King, Jr. Community Center need to be repaired. The northeast wall leaks water into the building when it rains. On the west side of the building there are holes that need to be repaired to prevent birds from entering the building through the walls. All exterior cinder block walls will be sealed and liquid vapor barrier will be installed. The contractor will frame around the existing cinder block, install new stucco and scrape, sand and paint all exterior metal.

Staff recommends proceeding with this work to prevent further deterioration to the building.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR EXTERIOR CONSTRUCTION WORK AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $103,122.00**

**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**, Tommy Klein Construction, Inc., has submitted a total proposed cost to the City of $103,122.00, through Sourcewell, for exterior construction work at the Martin Luther King Jr. Community Center; and

**WHEREAS**, the Council finds the price proposed by Tommy Klein Construction, Inc., for said construction work to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to approve a contract with Tommy Klein Construction, Inc., for said construction work;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for exterior construction work at the Martin Luther King Jr. Community Center, through Sourcewell, for a total cost of $103,122.00. Said contract 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 Tommy Klein Construction, Inc., for said construction work from funds available in the 2020 operating budget for the Facilities Division (001041) in the General Fund (001) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# THE CITY OF MIDLAND

## CONTRACT

## Contract No.20003312

THIS CONTRACT, effective the 27th day of May, 20 20, by and between the City of Midland, hereinafter referred to as "City", and Tommy Klein Construction Inc, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 103,122.00 DOLLARS

2. **Scope of Work:** Company shall perform all work described for exterior work at the MLK Center of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

20. **Insurance:**

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

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

Employers' Liability: $500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of the Company's work.

Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

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

services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

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

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

_____

Notary Public, State of Texas

Exhibit A

**Work Order Signature Document**

**Sourcewell EZIQC Contract No.: TX-PB-GC-121819-TKL**

[X] **New Work Order** [ ] **Modify an Existing Work Order**

| | | | |
|---|---|---|---|
| Work Order Number.: | 077499.00 | Work Order Date. | 03/06/2020 |
| Work Order Title: | City of Midland- MLK Center Exterior Work | | |
| Owner Name: | SOUTHWEST - City of Midland | Contractor Name: | Tommy Klein Construciton, Inc. |
| Contact: | Mark Garcia | Contact: | Shad Hartman |
| Phone: | (432) 685-7371 | Phone: | |

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-PB-GC-121819-TKL.

Brief Work Order Description:

Exterior work to CMU.

**Time of Performance** Estimated Start Date:
Estimated Completion Date.

**Liquidated Damages** Will apply: [ ] Will not apply: [X]

**Work Order Firm Fixed Price: $103,122.00**

Owner Purchase Order Number:

**Approvals**

Owner Date

Contractor Date

Sourcewell

ezIQC THE GORDIAN GROUP

## Detailed Scope of Work

**To:** Shad Hartman
Tommy Klein Construciton, Inc.
7312 Upland Ave
Lubbock, TX 79424
No Data Input

**From:** Mark Garcia
SOUTHWEST - City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7371

**Date Printed:** March 06, 2020

**Work Order Number:** 077499.00

**Work Order Title:** City of Midland- MLK Center Exterior Work

**Brief Scope:** Exterior work to CMU.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Minor repair to exterior CMU. · Install liquid vapor barrier on CMU. · Frame around existing CMU and add dens deck backing. · Install new stucco. · Scrape, sand and paint all existing exterior metal steel members. · No Plumbing or Electrical.

Subject to the terms and conditions of JOC Contract **TX-PB-GC-121819-TKL**.

Contractor _____ Date _____

Owner _____ Date _____

## Contractor's Price Proposal - Summary

**Date:** March 06, 2020

**Re:** .

| | |
|---|---|
| IQC Master Contract #: | TX-PB-GC-121819-TKL |
| Work Order #: | 077499.00 |
| Owner PO #: | |
| Title: | City of Midland- MLK Center Exterior Work |
| Contractor: | Tommy Klein Construction, Inc. |
| Proposal Value: | $103,122.00 |

| | |
|---|---|
| **Section - 01** | **$2,528.38** |
| **Section - 04** | **$2,971.67** |
| **Section - 05** | **$20,711.78** |
| **Section - 07** | **$31,990.53** |
| **Section - 09** | **$44,919.64** |
| **Proposal Total** | **$103,122.00** |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

**Date:** March 06, 2020

**Re:**
IQC Master Contract #: TX-PB-GC-121819-TKL
Work Order #: 077499.00
Owner PO #:
Title: City of Midland- MLK Center Exterior Work
Contractor: Tommy Klein Construction, Inc.
Proposal Value: $103,122.00

| | Sect. | Item | Mod. | UOM | Description | Line Total |
|---|---|---|---|---|---|---|
| Labor | Equip. | Material | (Excludes) | | | |
| **Section - 01** | | | | | | |
| 1 | 01 74 19 | 00 0015 | | EA | 30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | $2,528.38 |
| | | | | Installation | Quantity 3.00 x Unit Price 674.99 x Factor 1.2486 = Total 2,528.38 | |
| **Subtotal for Section - 01** | | | | | | **$2,528.38** |
| **Section - 04** | | | | | | |
| 2 | 04 01 20 | 91 0005 | | SF | Cut And Repoint Concrete Block, Soft, Loose Or Crumbling Mortar, Running Bond | $1,907.86 |
| | | | | Installation | Quantity 800.00 x Unit Price 1.91 x Factor 1.2486 = Total 1,907.86 | |
| 3 | 04 01 20 | 91 0005 | 0005 | MOD | For >250 To 1,000, Deduct | -$69.92 |
| | | | | Installation | Quantity 800.00 x Unit Price -0.07 x Factor 1.2486 = Total -69.92 | |
| 4 | 04 01 20 | 91 0010 | | LF | Chip And Repair With Masonry Patch Cracks Up To 1/4" | $1,133.73 |
| | | | | Installation | Quantity 400.00 x Unit Price 2.27 x Factor 1.2486 = Total 1,133.73 | |
| **Subtotal for Section - 04** | | | | | | **$2,971.67** |
| **Section - 05** | | | | | | |
| 5 | 05 41 00 | 00 0003 | | SF | 3-5/8" Width, 16" On Center, 18 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners | $20,711.78 |
| | | | | Installation | Quantity 4,400.00 x Unit Price 3.77 x Factor 1.2486 = Total 20,711.78 | |
| **Subtotal for Section - 05** | | | | | | **$20,711.78** |
| **Section - 07** | | | | | | |
| 6 | 07 14 16 | 00 0002 | | SF | 60 Mil Thick, Fluid Applied, Rubber Base, Polyurethane Applied In 2 Coats | $11,686.90 |
| | | | | Installation | Quantity 4,800.00 x Unit Price 1.95 x Factor 1.2486 = Total 11,686.90 | |
| 7 | 07 73 00 | 00 0005 | | SF | 5/8" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board (Georgia-Pacific DensDeck®), Cold Adhesive Applied | $12,825.62 |
| | | | | Installation | Quantity 4,800.00 x Unit Price 2.14 x Factor 1.2486 = Total 12,825.62 | |
| 8 | 07 92 13 | 00 0009 | | CLF | 1/2" x 1/2" Joint, Silicone Sealant And Caulking | $5,645.07 |
| | | | | Installation | Quantity 16.00 x Unit Price 282.57 x Factor 1.2486 = Total 5,645.07 | |
| 9 | 07 92 13 | 00 0009 | 0092 | MOD | For Custom Match Coloring, Add | $745.56 |
| | | | | Installation | Quantity 16.00 x Unit Price 37.32 x Factor 1.2486 = Total 745.56 | |

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 077499.00
**Work Order Title:** City of Midland- MLK Center Exterior Work

**Section - 07**

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10 | 07 | 92 | 13 | 00 0009 | 0123 | MOD | For 1 Part Mildew Resistant, Add | | | | | | | $1,087.38 |
| | | | | | | Installation | Quantity 16.00 | × | Unit Price 54.43 | × | Factor 1.2486 | = | Total 1,087.38 | |

**Subtotal for Section - 07** **$31,990.53**

**Section - 09**

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11 | 09 | 22 | 36 | 23 0004 | | SF | 2.5 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath | | | | | | | $6,974.68 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 1.33 | × | Factor 1.2486 | = | Total 6,974.68 | |
| 12 | 09 | 24 | 23 | 00 0002 | | SF | Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side. | | | | | | | $22,549.72 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 4.30 | × | Factor 1.2486 | = | Total 22,549.72 | |
| 13 | 09 | 24 | 23 | 00 0002 | 0031 | MOD | For Color Added To Finish Coat, Add | | | | | | | $786.62 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 0.15 | × | Factor 1.2486 | = | Total 786.62 | |
| 14 | 09 | 24 | 23 | 00 0005 | | SF | Finish Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side. | | | | | | | $8,810.12 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 1.68 | × | Factor 1.2486 | = | Total 8,810.12 | |
| 15 | 09 | 24 | 23 | 00 0005 | 0032 | MOD | For Color Added To Finish Coat, Add | | | | | | | $786.62 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 0.15 | × | Factor 1.2486 | = | Total 786.62 | |
| 16 | 09 | 91 | 13 | 00 0461 | | SF | Paint Exterior Exposed Metal Trim, 1 Coat Primer, Brush Work | | | | | | | $1,236.11 |
| | | | | | | Installation | Quantity 1,800.00 | × | Unit Price 0.55 | × | Factor 1.2486 | = | Total 1,236.11 | |
| 17 | 09 | 91 | 13 | 00 0466 | | SF | Paint Exterior Metal Trim, 2 Coats Paint, Brush/Roller Work | | | | | | | $2,067.68 |
| | | | | | | Installation | Quantity 1,800.00 | × | Unit Price 0.92 | × | Factor 1.2486 | = | Total 2,067.68 | |
| 18 | 09 | 91 | 43 | 00 0007 | | SF | Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation | | | | | | | $1,101.27 |
| | | | | | | Installation | Quantity 4,200.00 | × | Unit Price 0.21 | × | Factor 1.2486 | = | Total 1,101.27 | |
| 19 | 09 | 91 | 43 | 00 0017 | | SF | Hand Scraping And Sanding, Metal Surfaces, Surface Preparation | | | | | | | $606.82 |
| | | | | | | Installation | Quantity 1,800.00 | × | Unit Price 0.27 | × | Factor 1.2486 | = | Total 606.82 | |

**Subtotal for Section - 09** **$44,919.64**

**Proposal Total** **$103,122.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# 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

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

**EXHIBIT D - BUILDING WAGE RATES rev 09-14-18**

General Decision Number: TX180311 09/14/2018 TX311

Superseded General Decision Number: TX20170311

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2018 |
| 1 | 09/14/2018 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 28.00 | 22.35 |

ENGI0178-005 06/01/2014

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above | $ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under | $ 27.50 | 10.60 |

* IRON0084-011 06/01/2018

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 23.77 | 7.12 |

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PLUM0404-001 07/01/2016

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 25.91 | 9.40 |

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SUTX2014-037 07/21/2014

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 20.00 | 0.00 |
| CARPENTER | $ 13.82 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.76 | 0.00 |
| ELECTRICIAN | $ 23.18 | 6.31 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) | $ 19.77 | 7.13 |
| IRONWORKER, REINFORCING | $ 12.27 | 0.00 |
| IRONWORKER, STRUCTURAL | $ 22.16 | 5.26 |
| LABORER: Common or General | $ 11.80 | 0.00 |
| LABORER: Mason Tender - Brick | $ 11.38 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 10.58 | 0.00 |
| LABORER: Pipelayer | $ 12.49 | 2.13 |
| LABORER: Roof Tearoff | $ 11.28 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 14.25 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 13.93 | 0.00 |
| OPERATOR: Bulldozer | $ 18.29 | 1.31 |
| OPERATOR: Drill | $ 16.22 | 0.34 |
| OPERATOR: Forklift | $ 14.83 | 0.00 |
| OPERATOR: Grader/Blade | $ 13.37 | 0.00 |

| | | |
|---|---|---|
| OPERATOR: Loader | $ 13.55 | 0.94 |
| OPERATOR: Mechanic | $ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete) | $ 16.03 | 0.00 |
| OPERATOR: Roller | $ 12.70 | 0.00 |
| PAINTER (Brush, Roller, and Spray) | $ 15.00 | 0.73 |
| PIPEFITTER | $ 25.80 | 8.55 |
| ROOFER | $ 14.75 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only) | $ 22.73 | 7.52 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation | $ 19.50 | 0.00 |
| TILE FINISHER | $ 11.22 | 0.00 |
| TILE SETTER | $ 14.74 | 0.00 |
| TRUCK DRIVER: Dump Truck | $ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck | $ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck | $ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck | $ 12.00 | 4.11 |

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

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

is available at www.dol.gov/whd/govcontracts.

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

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# THE CITY OF MIDLAND

## CONTRACT

## Contract No.20003312

THIS CONTRACT, effective the 27th day of May, 20 20, by and between the City of Midland, hereinafter referred to as "City", and Tommy Klein Construction Inc, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 103,122.00 DOLLARS

2. **Scope of Work:** Company shall perform all work described for exterior work at the MLK Center of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "City's Representative" or "representative" shall mean 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.**

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

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

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

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

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

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

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

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

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

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

20. **Insurance:**

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

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

Employers' Liability: $500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of the Company's work.

Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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

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

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

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

services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

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

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

_____
Notary Public, State of Texas

ezIQC THE GORDIAN GROUP

## Work Order Signature Document

**Sourcewell EZIQC Contract No.: TX-PB-GC-121819-TKL**

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 077499.00 Work Order Date: 03/06/2020

Work Order Title: City of Midland- MLK Center Exterior Work

| | | | |
|---|---|---|---|
| Owner Name: | SOUTHWEST - City of Midland | Contractor Name: | Tommy Klein Construciton, Inc. |
| Contact: | Mark Garcia | Contact: | Shad Hartman |
| Phone: | (432) 685-7371 | Phone: | |

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-PB-GC-121819-TKL.

Brief Work Order Description:

Exterior work to CMU.

**Time of Performance** Estimated Start Date:
Estimated Completion Date:

**Liquidated Damages** Will apply: [ ] Will not apply: [X]

**Work Order Firm Fixed Price: $103,122.00**

Owner Purchase Order Number:

**Approvals**

Owner Date

Contractor Date

Sourcewell

ezIQC THE GORDIAN GROUP

## Detailed Scope of Work

**To:** Shad Hartman
Tommy Klein Construciton, Inc.
7312 Upland Ave
Lubbock, TX 79424
No Data Input

**From:** Mark Garcia
SOUTHWEST - City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7371

**Date Printed:** March 06, 2020

**Work Order Number:** 077499.00

**Work Order Title:** City of Midland- MLK Center Exterior Work

**Brief Scope:** Exterior work to CMU.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Minor repair to exterior CMU. · Install liquid vapor barrier on CMU. · Frame around existing CMU and add dens deck backing. · Install new stucco. · Scrape, sand and paint all existing exterior metal steel members. · No Plumbing or Electrical.

Subject to the terms and conditions of JOC Contract **TX-PB-GC-121819-TKL**.

Contractor _____ Date _____

Owner _____ Date _____

## Contractor's Price Proposal - Summary

**Date:** March 06, 2020

**Re:**

| | |
|---|---|
| IQC Master Contract #: | TX-PB-GC-121819-TKL |
| Work Order #: | 077499.00 |
| Owner PO #: | |
| Title: | City of Midland- MLK Center Exterior Work |
| Contractor: | Tommy Klein Construciton, Inc. |
| Proposal Value: | $103,122.00 |

| | |
|---|---|
| **Section - 01** | **$2,528.38** |
| **Section - 04** | **$2,971.67** |
| **Section - 05** | **$20,711.78** |
| **Section - 07** | **$31,990.53** |
| **Section - 09** | **$44,919.64** |
| **Proposal Total** | **$103,122.00** |

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

**Date:** March 06, 2020

**Re:**
IQC Master Contract #: TX-PB-GC-121819-TKL
Work Order #: 077499.00
Owner PO #:
Title: City of Midland- MLK Center Exterior Work
Contractor: Tommy Klein Construciton, Inc.
Proposal Value: $103,122.00

| | Sect. Item | Mod. | UOM | Description | Line Total |
|---|---|---|---|---|---|
| Labor | Equip. Material | (Excludes) | | | |
| **Section - 01** | | | | | |
| 1 | 01 74 19 00 0015 | | EA | 30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | $2,528.38 |
| | | | Installation | Quantity 3.00 x Unit Price 674.99 x Factor 1.2486 = Total 2,528.38 | |
| **Subtotal for Section - 01** | | | | | **$2,528.38** |
| **Section - 04** | | | | | |
| 2 | 04 01 20 91 0005 | | SF | Cut And Repoint Concrete Block, Soft, Loose Or Crumbling Mortar, Running Bond | $1,907.86 |
| | | | Installation | Quantity 800.00 x Unit Price 1.91 x Factor 1.2486 = Total 1,907.86 | |
| 3 | 04 01 20 91 0005 | 0005 | MOD | For >250 To 1,000, Deduct | -$69.92 |
| | | | Installation | Quantity 800.00 x Unit Price -0.07 x Factor 1.2486 = Total -69.92 | |
| 4 | 04 01 20 91 0010 | | LF | Chip And Repair With Masonry Patch, Cracks Up To 1/4" | $1,133.73 |
| | | | Installation | Quantity 400.00 x Unit Price 2.27 x Factor 1.2486 = Total 1,133.73 | |
| **Subtotal for Section - 04** | | | | | **$2,971.67** |
| **Section - 05** | | | | | |
| 5 | 05 41 00 00 0003 | | SF | 3-5/8" Width, 16" On Center, 18 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners | $20,711.78 |
| | | | Installation | Quantity 4,400.00 x Unit Price 3.77 x Factor 1.2486 = Total 20,711.78 | |
| **Subtotal for Section - 05** | | | | | **$20,711.78** |
| **Section - 07** | | | | | |
| 6 | 07 14 16 00 0002 | | SF | 60 Mil Thick, Fluid Applied, Rubber Base, Polyurethane Applied In 2 Coats | $11,686.90 |
| | | | Installation | Quantity 4,800.00 x Unit Price 1.95 x Factor 1.2486 = Total 11,686.90 | |
| 7 | 07 73 00 00 0005 | | SF | 5/8" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board (Georgia-Pacific DensDeck®), Cold Adhesive Applied | $12,825.62 |
| | | | Installation | Quantity 4,800.00 x Unit Price 2.14 x Factor 1.2486 = Total 12,825.62 | |
| 8 | 07 92 13 00 0009 | | CLF | 1/2" x 1/2" Joint, Silicone Sealant And Caulking | $5,645.07 |
| | | | Installation | Quantity 16.00 x Unit Price 282.57 x Factor 1.2486 = Total 5,645.07 | |
| 9 | 07 92 13 00 0009 | 0092 | MOD | For Custom Match Coloring, Add | $745.56 |
| | | | Installation | Quantity 16.00 x Unit Price 37.32 x Factor 1.2486 = Total 745.56 | |

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 077499.00
**Work Order Title:** City of Midland- MLK Center Exterior Work

### Section - 07

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10 | 07 | 92 | 13 | 00 0009 | 0123 | MOD | For 1 Part Mildew Resistant, Add | | | | | | $1,087.38 |
| | | | | | | Installation | Quantity 16.00 | x | Unit Price 54.43 | x | Factor 1.2486 | = | Total 1,087.38 |

**Subtotal for Section - 07** **$31,990.53**

### Section - 09

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11 | 09 | 22 | 36 | 23 0004 | | SF | 2.5 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath | | | | | | $6,974.68 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 1.33 | x | Factor 1.2486 | = | Total 6,974.68 |
| 12 | 09 | 24 | 23 | 00 0002 | | SF | Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side. | | | | | | $22,549.72 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 4.30 | x | Factor 1.2486 | = | Total 22,549.72 |
| 13 | 09 | 24 | 23 | 00 0002 | 0031 | MOD | For Color Added To Finish Coat, Add | | | | | | $786.62 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 0.15 | x | Factor 1.2486 | = | Total 786.62 |
| 14 | 09 | 24 | 23 | 00 0005 | | SF | Finish Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side. | | | | | | $8,810.12 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 1.68 | x | Factor 1.2486 | = | Total 8,810.12 |
| 15 | 09 | 24 | 23 | 00 0005 | 0032 | MOD | For Color Added To Finish Coat, Add | | | | | | $786.62 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 0.15 | x | Factor 1.2486 | = | Total 786.62 |
| 16 | 09 | 91 | 13 | 00 0461 | | SF | Paint Exterior Exposed Metal Trim, 1 Coat Primer, Brush Work | | | | | | $1,236.11 |
| | | | | | | Installation | Quantity 1,800.00 | x | Unit Price 0.55 | x | Factor 1.2486 | = | Total 1,236.11 |
| 17 | 09 | 91 | 13 | 00 0466 | | SF | Paint Exterior Metal Trim, 2 Coats Paint, Brush/Roller Work | | | | | | $2,067.68 |
| | | | | | | Installation | Quantity 1,800.00 | x | Unit Price 0.92 | x | Factor 1.2486 | = | Total 2,067.68 |
| 18 | 09 | 91 | 43 | 00 0007 | | SF | Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation | | | | | | $1,101.27 |
| | | | | | | Installation | Quantity 4,200.00 | x | Unit Price 0.21 | x | Factor 1.2486 | = | Total 1,101.27 |
| 19 | 09 | 91 | 43 | 00 0017 | | SF | Hand Scraping And Sanding, Metal Surfaces, Surface Preparation | | | | | | $606.82 |
| | | | | | | Installation | Quantity 1,800.00 | x | Unit Price 0.27 | x | Factor 1.2486 | = | Total 606.82 |

**Subtotal for Section - 09** **$44,919.64**

**Proposal Total** **$103,122.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# 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

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

**EXHIBIT D – BUILDING WAGE RATES rev 09-14-18**

General Decision Number: TX180311 09/14/2018 TX311

Superseded General Decision Number: TX20170311

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2018 |
| 1 | 09/14/2018 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 28.00 | 22.35 |

ENGI0178-005 06/01/2014

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above | $ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under | $ 27.50 | 10.60 |

* IRON0084-011 06/01/2018

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 23.77 | 7.12 |

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PLUM0404-001 07/01/2016

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 25.91 | 9.40 |

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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.

==========

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

is available at www.dol.gov/whd/govcontracts.

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

---

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

---

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**City Council Meeting**

**Item Number 5**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Erika Martinez, Manager, Purchasing
**Subject:** RESOLUTION AWARDING A CONTRACT TO 4X CONSTRUCTION GROUP, LLC, FOR THE LANDFILL CELLS FIVE AND SIX PROJECT FOR A TOTAL COST OF $5,513,456.20; AND APPROPRIATING FUNDS FOR SAID PROJECT

Approved for Agenda:

City Manager's Office

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**Purpose:**

Approval of a resolution awarding a contract for the Landfill Cells 5 and 6 Project to 4X Construction Group, LLC.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$5,484,746.20 plus the alternate of $28,710.00 for a total cost of $5,513,456.20 from the Sanitation Fund.

**Discussion:**

Motion 041-2020 authorized the issuance of a request for proposals for the Landfill Cells Five (5) and Six (6) Project. Forty-three (43) request for proposals were issued. We received twelve (12) proposals. After evaluation of all proposals received, staff recommends awarding a contract to 4X Construction Group, LLC of Mansfield, Texas. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for additional information. Therefore, please consider a resolution awarding a contract for the Landfill Cells 5 and 6 Project to 4X Construction Group, LLC. of Mansfield, Texas for the cost of $5,484,746.20 plus the alternate of $28,710.00 for a total cost of $5,513,456.20 from the Sanitation Fund.

***INTEROFFICE MEMORANDUM***

**TO:** **Erika Munoz Martinez, Purchasing Manager**

**FROM:** **Jeffery Ahrlett, Director of Solid Waste**

**SUBJECT:** **Award Bid for Cells 5 & 6 Construction Project**

**DATE:** **May 13, 2020**

**CC:** **Morris Williams Jr., Assistant City Manager**
**Regina Stephenson, General Services Director**

I am requesting the approval of the bid received from 4X Construction Group for the Cell 5 & 6 construction project. The expansion will create Cell 6 and a portion of Cell 5 to allow the Landfill to continue to accept waste as the current Cell 7 nears capacity. 4X Construction Group came in as the low bidder and has been deemed acceptable by Parkhill Smith & Cooper as they have met all guidelines established in the bid documents.

I am requesting the approval to award the bid to 4X Construction Group in the amount of $5,484,746.20 and the alternate of $28,710.00 for the construction of the Cell 5/6 expansion project; the total Construction cost with alternate is $5,513,456.20.

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT TO 4X CONSTRUCTION GROUP, LLC, FOR THE LANDFILL CELLS FIVE AND SIX PROJECT FOR A TOTAL COST OF $5,513,456.20; AND APPROPRIATING FUNDS FOR SAID PROJECT**

**WHEREAS,** Motion 041-2020 authorized the advertisement for bids for the Landfill Cells Five and Six Project; and

**WHEREAS**, twelve (12) bids were opened on May 6, 2020, with the lowest and most responsible bid being submitted by 4X Construction Group, LLC, as shown on the bid documents attached hereto as Exhibit A and incorporated herein for all purposes; and

**WHEREAS**, the City Council finds the amount proposed by 4X Construction Group, LLC, to be fair and reasonable; and

**WHEREAS,** the City Council finds it to be in the public interest to award a contract to 4X Construction Group, LLC, for the Landfill Cells Five and Six 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 4X Construction Group, LLC, for the Landfill Cells Five and Six Project for a total cost of $5,513,456.20. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That the sum of $5,513,456.20 is hereby appropriated from the unappropriated fund balance of the Sanitation Fund (430) to the Landfill Cells Project (900324).

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay 4X Construction Group, LLC, pursuant to the terms of said contract from funds available in the Landfill Cells Project (900324) upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PARKHILLSMITH&COOPER

3000 Internet Blvd. Suite 550
Frisco, Texas 75034
972.987.1670

May 13, 2020

Mr. Jeffrey Ahrlett
Solid Waste Director
City of Midland
300 North Loraine
Midland, Texas 79701

Re: Recommendation for Award of Construction Contract
City of Midland Cells 5 & 6 Excavation and Liner Construction

Dear Mr. Ahrlett,

We have reviewed the bids for the above referenced project received on May 6, 2020 and determined that all bids were submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Midland. While compiling the detailed bid tabulation, it was found that five (5) bidders have miscalculations leading to a miscalculation of their total bid. All other bids have been determined to be tabulated properly and are consistent with those figures recorded during the bid opening. A completed bid tabulation form is enclosed for your reference.

We recommend that the Construction Contract for the City of Midland Cells 5 & 6 Excavation and Liner Construction project be awarded to the low bidder, 4X Construction Group, LLC, including all Base Bid Proposal Items for the **Total Contract Amount of $ 5,484,746.20** and Alternate Bid item for the Total of **$ 28,710.00**.

Please contact me if you have questions or wish to discuss this matter further.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
Todd E. Stiggins, P.E.
Associate / Environmental Team Leader

\\Data1\Projects\2018\2871.18\04_PRCMNT\04_OPEN\2871.18_Recommendation-Award_to_Owner.docm

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**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | 4X Construction Group, LLC<br>99 Regency Parkway, Suite 303<br>Mansfield, TX 76063 | | Onyx Contractors Operations, LP<br>1010 FM 1788<br>Midland, TX 79706 | | Monks Construction Company LLC<br>8355 Vollmer Road<br>Black Forest, CO 80908 | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $163,000.00 | $163,000.00 | $185,000.00 | $185,000.00 | $192,720.00 | $192,720.00 |
| 2 | Clearing and Grubbing | 1 | LS | $22,500.00 | $22,500.00 | $28,306.00 | $28,306.00 | $82,884.90 | $82,884.90 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.30 | $8,294.00 | $2.89 | $18,438.20 | $2.80 | $17,864.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.02 | $375,360.00 | $1.38 | $507,840.00 | $1.00 | $368,000.00 |
| 5 | Erosion Control | 1 | LS | $10,500.00 | $10,500.00 | $13,000.00 | $13,000.00 | $20,000.00 | $20,000.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.20 | $2,188,800.00 | $1.54 | $2,808,960.00 | $1.50 | $2,736,000.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.25 | $10,000.00 | $2.50 | $20,000.00 | $2.75 | $22,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.06 | $103,500.00 | $0.03 | $51,750.00 | $0.13 | $224,250.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.08 | $6,916.80 | $0.15 | $12,969.00 | $0.10 | $8,646.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.34 | $586,500.00 | $0.35 | $603,750.00 | $0.37 | $638,250.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.58 | $50,146.80 | $0.61 | $52,740.60 | $0.61 | $52,740.60 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.37 | $638,250.00 | $0.37 | $638,250.00 | $0.39 | $672,750.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.58 | $50,146.80 | $0.60 | $51,876.00 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.44 | $797,042.40 | $0.43 | $778,927.80 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.14 | $253,604.40 | $0.20 | $362,292.00 | $0.15 | $271,719.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.35 | $9,450.00 | $0.48 | $12,960.00 | $0.75 | $20,250.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $70.00 | $57,400.00 | $110.00 | $90,200.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $14.00 | $28,000.00 | $17.00 | $34,000.00 | $17.50 | $35,000.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $12,000.00 | $12,000.00 | $10,405.00 | $10,405.00 | $7,000.00 | $7,000.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $105.00 | $17,850.00 | $119.00 | $20,230.00 | $70.00 | $11,900.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $10,500.00 | $10,500.00 | $20,575.00 | $20,575.00 | $5,000.00 | $5,000.00 |
| 22 | Anchor Trench | 860 | LF | $8.00 | $6,880.00 | $7.75 | $6,665.00 | $3.50 | $3,010.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.00 | $4,830.00 | $7.54 | $12,139.40 | $3.85 | $6,198.50 |
| 24 | Liner Tie-in | 1,960 | LF | $12.00 | $23,520.00 | $13.80 | $27,048.00 | $7.00 | $13,720.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $120.00 | $1,200.00 | $223.00 | $2,230.00 | $100.00 | $1,000.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $15.00 | $18,900.00 | $17.00 | $21,420.00 | $6.25 | $7,875.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $11.00 | $13,255.00 | $13.50 | $16,267.50 | $25.00 | $30,125.00 |
| | **BASE BID TOTAL:** | | | | **$5,484,746.20** | | **$6,375,439.50** | | **$6,406,136.00** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $4.50 | $28,710.00 | $5.50 | $35,090.00 | $2.80 | $17,864.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$28,710.00** | | **$35,090.00** | | **$17,864.00** |

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**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | 4X Industrial, LLC<br>800 8th Ave.<br>Greeley, CO 80631 | | Hammett Excavation Inc<br>1545 CR 2917<br>Dodd City, TX 75438 | | Ranger Excavating, LP<br>5222 Thunder Creek Road, Suite B1<br>Austin, TX 78759 | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $201,298.00 | $201,298.00 | $150,000.00 | $150,000.00 | $195,000.00 | $195,000.00 |
| 2 | Clearing and Grubbing | 1 | LS | $14,280.00 | $14,280.00 | $9,100.00 | $9,100.00 | $5,000.00 | $5,000.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.261 | $8,045.18 | $0.61 | $3,891.80 | $1.00 | $6,380.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.488 | $547,584.00 | $1.86 | $684,480.00 | $1.00 | $368,000.00 |
| 5 | Erosion Control | 1 | LS | $11,840.50 | $11,840.50 | $29,500.00 | $29,500.00 | $10,000.00 | $10,000.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.488 | $2,714,112.00 | $1.96 | $3,575,040.00 | $1.78 | $3,246,720.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.488 | $11,904.00 | $0.39 | $3,120.00 | $2.00 | $16,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.015 | $25,875.00 | $0.03 | $43,125.00 | $0.10 | $172,500.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.015 | $1,296.90 | $0.03 | $2,161.50 | $0.15 | $12,969.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.482 | $831,450.00 | $0.33 | $574,425.00 | $0.35 | $603,750.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.605 | $52,308.30 | $0.56 | $48,676.98 | $0.60 | $51,876.00 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.448 | $772,800.00 | $0.36 | $617,550.00 | $0.40 | $690,000.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.515 | $44,526.90 | $0.56 | $48,676.98 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.493 | $893,049.78 | $0.42 | $760,813.20 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.173 | $313,382.58 | $0.06 | $108,687.60 | $0.25 | $452,865.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.168 | $4,536.00 | $0.27 | $7,182.00 | $0.20 | $5,400.00 |
| 17 | Gravel Drainage Material | 820 | CY | $63.224 | $51,843.68 | $69.86 | $57,285.20 | $100.00 | $82,000.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $17.500 | $35,000.00 | $17.91 | $35,820.00 | $14.00 | $28,000.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $11,305.000 | $11,305.00 | $9,865.66 | $9,865.66 | $12,000.00 | $12,000.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $138.040 | $23,466.80 | $100.94 | $17,159.80 | $110.00 | $18,700.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $10,482.560 | $10,482.56 | $10,484.76 | $10,484.76 | $12,000.00 | $12,000.00 |
| 22 | Anchor Trench | 860 | LF | $6.150 | $5,289.00 | $4.15 | $3,569.00 | $10.00 | $8,600.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.380 | $5,441.80 | $3.75 | $6,037.50 | $5.00 | $8,050.00 |
| 24 | Liner Tie-in | 1,960 | LF | $7.840 | $15,366.40 | $5.95 | $11,662.00 | $6.00 | $11,760.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $279.650 | $2,796.50 | $375.00 | $3,750.00 | $500.00 | $5,000.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $14.840 | $18,698.40 | $6.30 | $7,938.00 | $40.00 | $50,400.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $6.500 | $7,832.50 | $3.73 | $4,494.65 | $10.00 | $12,050.00 |
| | **BASE BID TOTAL:** | | | | **$6,635,811.78** | | **$6,834,496.63** | | **$6,952,053.00** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $6.500 | $41,470.00 | $5.54 | $35,345.20 | $2.00 | $12,760.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$41,470.00** | | **$35,345.20** | | **$12,760.00** |

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## City of Midland Cell 5 & 6 Excavation and Liner Construction

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| Item No. | Description | Quantity | Unit | MJE, LLC 26503 11 Road Montezuma, KS 67867 Unit Price | MJE, LLC Amount | D.E. Rice Construction Company, Inc. PO Box 3344 Borger, TX 79007 Unit Price | D.E. Rice Amount | J&H Services, Inc. 6616 Gulton Ct NE, Suite 90 Albuquerque, NM 87109 Unit Price | J&H Amount |
|---|---|---|---|---|---|---|---|---|---|
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $205,000.00 | $205,000.00 | $140,000.00 | $140,000.00 | $209,500.00 | $209,500.00 |
| 2 | Clearing and Grubbing | 1 | LS | $44,000.00 | $44,000.00 | $41,500.00 | $41,500.00 | $26,000.00 | $26,000.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.00 | $6,380.00 | $0.70 | $4,466.00 | $1.30 | $8,294.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.70 | $625,600.00 | $1.90 | $699,200.00 | $1.65 | $607,200.00 |
| 5 | Erosion Control | 1 | LS | $13,000.00 | $13,000.00 | $4,600.00 | $4,600.00 | $19,800.00 | $19,800.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.70 | $3,100,800.00 | $1.90 | $3,465,600.00 | $1.65 | $3,009,600.00 |
| 7 | Embankment Fill | 8,000 | CY | $0.30 | $2,400.00 | $2.00 | $16,000.00 | $2.55 | $20,400.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.05 | $86,250.00 | $0.02 | $34,500.00 | $0.17 | $293,250.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.05 | $4,323.00 | $0.10 | $8,646.00 | $0.18 | $15,562.80 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.33 | $569,250.00 | $0.34 | $586,500.00 | $0.36 | $621,000.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.56 | $48,417.60 | $0.57 | $49,282.20 | $0.60 | $51,876.00 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.36 | $621,000.00 | $0.36 | $621,000.00 | $0.38 | $655,500.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.56 | $48,417.60 | $0.58 | $50,146.80 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.42 | $760,813.20 | $0.43 | $778,927.80 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.30 | $543,438.00 | $0.20 | $362,292.00 | $0.30 | $543,438.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.25 | $6,750.00 | $0.33 | $8,910.00 | $1.00 | $27,000.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $120.00 | $98,400.00 | $80.00 | $65,600.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $20.00 | $40,000.00 | $15.00 | $30,000.00 | $22.75 | $45,500.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $13,000.00 | $13,000.00 | $26,240.00 | $26,240.00 | $12,500.00 | $12,500.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $190.00 | $32,300.00 | $118.40 | $20,128.00 | $125.00 | $21,250.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $15,000.00 | $15,000.00 | $11,810.00 | $11,810.00 | $19,300.00 | $19,300.00 |
| 22 | Anchor Trench | 860 | LF | $8.00 | $6,880.00 | $1.00 | $860.00 | $14.50 | $12,470.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.00 | $4,830.00 | $4.70 | $7,567.00 | $32.50 | $52,325.00 |
| 24 | Liner Tie-in | 1,960 | LF | $7.00 | $13,720.00 | $3.45 | $6,762.00 | $17.00 | $33,320.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $75.00 | $750.00 | $200.00 | $2,000.00 | $150.00 | $1,500.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $25.00 | $31,500.00 | $3.37 | $4,246.20 | $71.00 | $89,460.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $10.00 | $12,050.00 | $2.10 | $2,530.50 | $44.00 | $53,020.00 |
| | **BASE BID TOTAL:** | | | | **$6,929,669.40** | | **$7,082,114.50** | | **$7,381,698.80** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $8.00 | $51,040.00 | $1.70 | $10,846.00 | $3.00 | $19,140.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$51,040.00** | | **$10,846.00** | | **$19,140.00** |

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**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | Stephenson Dirt Contracting<br>4995 S I30 Frontage Road<br>Mt. Pleasant, TX 75455 | | FCS Construction, LP<br>9550 John W Elliott<br>Frisco, TX 75034 | | Marsau Enterprises, Inc.<br>1209 N. 30th Street<br>Enid, OK 73701 | |
|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Description** | **Quantity** | **Unit** | **Unit Price** | **Amount** | **Unit Price** | **Amount** | **Unit Price** | **Amount** |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $190,000.00 | $190,000.00 | $220,000.00 | $220,000.00 | $46,960.00 | $46,960.00 |
| 2 | Clearing and Grubbing | 1 | LS | $185,000.00 | $185,000.00 | $94,000.00 | $94,000.00 | $42,500.00 | $42,500.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $4.15 | $26,477.00 | $2.00 | $12,760.00 | $7.50 | $47,850.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.97 | $724,960.00 | $2.00 | $736,000.00 | $2.08 | $765,440.00 |
| 5 | Erosion Control | 1 | LS | $25,000.00 | $25,000.00 | $12,000.00 | $12,000.00 | $56,578.00 | $56,578.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.97 | $3,593,280.00 | $2.10 | $3,830,400.00 | $4.95 | $9,028,800.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.00 | $8,000.00 | $2.00 | $16,000.00 | $3.25 | $26,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.01 | $17,250.00 | $0.04 | $69,000.00 | $0.19 | $327,750.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.10 | $8,646.00 | $0.04 | $3,458.40 | $0.35 | $30,261.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.39 | $672,750.00 | $0.35 | $603,750.00 | $0.38 | $655,500.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.48 | $41,500.80 | $0.59 | $51,011.40 | $0.46 | $39,771.60 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.36 | $621,000.00 | $0.38 | $655,500.00 | $0.38 | $655,500.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.43 | $37,177.80 | $0.59 | $51,011.40 | $0.47 | $40,636.20 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.45 | $815,157.00 | $0.44 | $797,042.40 | $0.44 | $797,042.40 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.15 | $271,719.00 | $0.15 | $271,719.00 | $0.28 | $507,208.80 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.12 | $3,240.00 | $0.30 | $8,100.00 | $0.10 | $2,700.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $82.00 | $67,240.00 | $43.00 | $35,260.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $38.88 | $77,760.00 | $17.00 | $34,000.00 | $15.29 | $30,580.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $56,160.00 | $56,160.00 | $11,000.00 | $11,000.00 | $8,249.40 | $8,249.40 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $324.00 | $55,080.00 | $130.00 | $22,100.00 | $120.43 | $20,473.10 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $23,760.00 | $23,760.00 | $16,000.00 | $16,000.00 | $16,625.85 | $16,625.85 |
| 22 | Anchor Trench | 860 | LF | $4.00 | $3,440.00 | $6.00 | $5,160.00 | $2.50 | $2,150.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $5.00 | $8,050.00 | $5.00 | $8,050.00 | $7.25 | $11,672.50 |
| 24 | Liner Tie-in | 1,960 | LF | $7.00 | $13,720.00 | $9.00 | $17,640.00 | $5.00 | $9,800.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $500.00 | $5,000.00 | $400.00 | $4,000.00 | $210.00 | $2,100.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $13.09 | $16,493.40 | $36.00 | $45,360.00 | $8.15 | $10,269.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $5.00 | $6,025.00 | $20.00 | $24,100.00 | $12.57 | $15,146.85 |
| | **BASE BID TOTAL:** | | | | **$7,580,446.00** | | **$7,686,402.60** | | **$13,232,824.70** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $8.00 | $51,040.00 | $3.00 | $19,140.00 | $0.00 | $0.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$51,040.00** | | **$19,140.00** | | **$0.00** |

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4222 85th Street
Lubbock, Texas 79423
806.473.2200

**City of Midland**

**City of Midland Cells 5 & 6 Excavation and Liner Construction**
**300 North Loraine**
**Midland, TX 79701**
***May 6, 2020 @ 2:00 pm***

***PSC Project No. 01.2871.18***

| Contractor | Base Proposal | **Alternate 1**<br>Asphalt pavement removal, milled and stockpiled |
|---|---|---|
| 4X Construction Group, LLC<br>99 Regency Parkway, Suite 303<br>Mansfield, TX 76063 | $5,484,746.20 | $28,710.00 |
| Onyx Contractors Operations, LP<br>1010 FM 1788<br>Midland, TX 79706 | $6,375,440.00 | $35,090.00 |
| Monks Construction Company LLC<br>8355 Vollmer Road<br>Black Forest, CO 80908 | $6,424,000.00 | $17,864.00 |
| 4X Industrial, LLC<br>800 8th Ave.<br>Greeley, CO 80631 | $6,712,072.00 | $18,055.40 |
| Hammett Excavation Inc<br>1545 CR 2917<br>Dodd City, TX 75438 | $6,834,496.63 | $35,345.20 |
| Ranger Excavating, LP<br>5222 Thunder Creek Road, Suite B1<br>Austin, TX 78759 | $6,952,053.00 | $12,760.00 |
| MJE, LLC<br>26503 11 Road<br>Montezuma, KS 67867 | $6,929,669.40 | $51,040.00 |

| | | |
|---|---|---|
| D.E. Rice Construction Company, Inc.<br>PO Box 3344<br>Borger, TX 79007 | $7,082,114.50 | $10,846.00 |
| J&H Services, Inc.<br>6616 Gulton Ct NE, Suite 90<br>Albuquerque, NM 87109 | $7,380,848.80 | $19,140.00 |
| Stephenson Dirt Contracting<br>4995 S I30 Frontage Road<br>Mt. Pleasant, TX 75455 | $7,579,586.00 | $51,040.00 |
| FCS Construction, LP<br>9550 John W Elliott<br>Frisco, TX 75034 | $7,722,882.60 | $19,140.00 |
| Marsau Enterprises, Inc.<br>1209 N. 30th Street<br>Enid, OK 73701 | $13,232,824.70 | $0.00 |

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## City of Midland Cell 5 & 6 Excavation and Liner Construction

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | 4X Construction Group, LLC<br>99 Regency Parkway, Suite 303<br>Mansfield, TX 76063 | | Onyx Contractors Operations, LP<br>1010 FM 1788<br>Midland, TX 79706 | | Monks Construction Company LLC<br>8355 Vollmer Road<br>Black Forest, CO 80908 | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $163,000.00 | $163,000.00 | $185,000.00 | $185,000.00 | $192,720.00 | $192,720.00 |
| 2 | Clearing and Grubbing | 1 | LS | $22,500.00 | $22,500.00 | $28,306.00 | $28,306.00 | $82,884.90 | $82,884.90 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.30 | $8,294.00 | $2.89 | $18,438.20 | $2.80 | $17,864.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.02 | $375,360.00 | $1.38 | $507,840.00 | $1.00 | $368,000.00 |
| 5 | Erosion Control | 1 | LS | $10,500.00 | $10,500.00 | $13,000.00 | $13,000.00 | $20,000.00 | $20,000.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.20 | $2,188,800.00 | $1.54 | $2,808,960.00 | $1.50 | $2,736,000.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.25 | $10,000.00 | $2.50 | $20,000.00 | $2.75 | $22,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.06 | $103,500.00 | $0.03 | $51,750.00 | $0.13 | $224,250.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.08 | $6,916.80 | $0.15 | $12,969.00 | $0.10 | $8,646.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.34 | $586,500.00 | $0.35 | $603,750.00 | $0.37 | $638,250.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.58 | $50,146.80 | $0.61 | $52,740.60 | $0.61 | $52,740.60 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.37 | $638,250.00 | $0.37 | $638,250.00 | $0.39 | $672,750.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.58 | $50,146.80 | $0.60 | $51,876.00 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.44 | $797,042.40 | $0.43 | $778,927.80 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.14 | $253,604.40 | $0.20 | $362,292.00 | $0.15 | $271,719.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.35 | $9,450.00 | $0.48 | $12,960.00 | $0.75 | $20,250.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $70.00 | $57,400.00 | $110.00 | $90,200.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $14.00 | $28,000.00 | $17.00 | $34,000.00 | $17.50 | $35,000.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $12,000.00 | $12,000.00 | $10,405.00 | $10,405.00 | $7,000.00 | $7,000.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $105.00 | $17,850.00 | $119.00 | $20,230.00 | $70.00 | $11,900.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $10,500.00 | $10,500.00 | $20,575.00 | $20,575.00 | $5,000.00 | $5,000.00 |
| 22 | Anchor Trench | 860 | LF | $8.00 | $6,880.00 | $7.75 | $6,665.00 | $3.50 | $3,010.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.00 | $4,830.00 | $7.54 | $12,139.40 | $3.85 | $6,198.50 |
| 24 | Liner Tie-in | 1,960 | LF | $12.00 | $23,520.00 | $13.80 | $27,048.00 | $7.00 | $13,720.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $120.00 | $1,200.00 | $223.00 | $2,230.00 | $100.00 | $1,000.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $15.00 | $18,900.00 | $17.00 | $21,420.00 | $6.25 | $7,875.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $11.00 | $13,255.00 | $13.50 | $16,267.50 | $25.00 | $30,125.00 |
| | **BASE BID TOTAL:** | | | | **$5,484,746.20** | | **$6,375,439.50** | | **$6,406,136.00** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $4.50 | $28,710.00 | $5.50 | $35,090.00 | $2.80 | $17,864.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$28,710.00** | | **$35,090.00** | | **$17,864.00** |

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**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | 4X Industrial, LLC<br>800 8th Ave.<br>Greeley, CO 80631 | | Hammett Excavation Inc<br>1545 CR 2917<br>Dodd City, TX 75438 | | Ranger Excavating, LP<br>5222 Thunder Creek Road, Suite B1<br>Austin, TX 78759 | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $201,298.00 | $201,298.00 | $150,000.00 | $150,000.00 | $195,000.00 | $195,000.00 |
| 2 | Clearing and Grubbing | 1 | LS | $14,280.00 | $14,280.00 | $9,100.00 | $9,100.00 | $5,000.00 | $5,000.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.261 | $8,045.18 | $0.61 | $3,891.80 | $1.00 | $6,380.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.488 | $547,584.00 | $1.86 | $684,480.00 | $1.00 | $368,000.00 |
| 5 | Erosion Control | 1 | LS | $11,840.50 | $11,840.50 | $29,500.00 | $29,500.00 | $10,000.00 | $10,000.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.488 | $2,714,112.00 | $1.96 | $3,575,040.00 | $1.78 | $3,246,720.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.488 | $11,904.00 | $0.39 | $3,120.00 | $2.00 | $16,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.015 | $25,875.00 | $0.03 | $43,125.00 | $0.10 | $172,500.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.015 | $1,296.90 | $0.03 | $2,161.50 | $0.15 | $12,969.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.482 | $831,450.00 | $0.33 | $574,425.00 | $0.35 | $603,750.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.605 | $52,308.30 | $0.56 | $48,676.98 | $0.60 | $51,876.00 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.448 | $772,800.00 | $0.36 | $617,550.00 | $0.40 | $690,000.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.515 | $44,526.90 | $0.56 | $48,676.98 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.493 | $893,049.78 | $0.42 | $760,813.20 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.173 | $313,382.58 | $0.06 | $108,687.60 | $0.25 | $452,865.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.168 | $4,536.00 | $0.27 | $7,182.00 | $0.20 | $5,400.00 |
| 17 | Gravel Drainage Material | 820 | CY | $63.224 | $51,843.68 | $69.86 | $57,285.20 | $100.00 | $82,000.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $17.500 | $35,000.00 | $17.91 | $35,820.00 | $14.00 | $28,000.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $11,305.000 | $11,305.00 | $9,865.66 | $9,865.66 | $12,000.00 | $12,000.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $138.040 | $23,466.80 | $100.94 | $17,159.80 | $110.00 | $18,700.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $10,482.560 | $10,482.56 | $10,484.76 | $10,484.76 | $12,000.00 | $12,000.00 |
| 22 | Anchor Trench | 860 | LF | $6.150 | $5,289.00 | $4.15 | $3,569.00 | $10.00 | $8,600.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.380 | $5,441.80 | $3.75 | $6,037.50 | $5.00 | $8,050.00 |
| 24 | Liner Tie-in | 1,960 | LF | $7.840 | $15,366.40 | $5.95 | $11,662.00 | $6.00 | $11,760.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $279.650 | $2,796.50 | $375.00 | $3,750.00 | $500.00 | $5,000.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $14.840 | $18,698.40 | $6.30 | $7,938.00 | $40.00 | $50,400.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $6.500 | $7,832.50 | $3.73 | $4,494.65 | $10.00 | $12,050.00 |
| | **BASE BID TOTAL:** | | | | **$6,635,811.78** | | **$6,834,496.63** | | **$6,952,053.00** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $6.500 | $41,470.00 | $5.54 | $35,345.20 | $2.00 | $12,760.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$41,470.00** | | **$35,345.20** | | **$12,760.00** |

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PSC

MIDLAND
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**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | MJE, LLC<br>26503 11 Road<br>Montezuma, KS 67867 | | D.E. Rice Construction Company, Inc.<br>PO Box 3344<br>Borger, TX 79007 | | J&H Services, Inc.<br>6616 Gulton Ct NE, Suite 90<br>Albuquerque, NM 87109 | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $205,000.00 | $205,000.00 | $140,000.00 | $140,000.00 | $209,500.00 | $209,500.00 |
| 2 | Clearing and Grubbing | 1 | LS | $44,000.00 | $44,000.00 | $41,500.00 | $41,500.00 | $26,000.00 | $26,000.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $1.00 | $6,380.00 | $0.70 | $4,466.00 | $1.30 | $8,294.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.70 | $625,600.00 | $1.90 | $699,200.00 | $1.65 | $607,200.00 |
| 5 | Erosion Control | 1 | LS | $13,000.00 | $13,000.00 | $4,600.00 | $4,600.00 | $19,800.00 | $19,800.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.70 | $3,100,800.00 | $1.90 | $3,465,600.00 | $1.65 | $3,009,600.00 |
| 7 | Embankment Fill | 8,000 | CY | $0.30 | $2,400.00 | $2.00 | $16,000.00 | $2.55 | $20,400.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.05 | $86,250.00 | $0.02 | $34,500.00 | $0.17 | $293,250.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.05 | $4,323.00 | $0.10 | $8,646.00 | $0.18 | $15,562.80 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.33 | $569,250.00 | $0.34 | $586,500.00 | $0.36 | $621,000.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.56 | $48,417.60 | $0.57 | $49,282.20 | $0.60 | $51,876.00 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.36 | $621,000.00 | $0.36 | $621,000.00 | $0.38 | $655,500.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.56 | $48,417.60 | $0.58 | $50,146.80 | $0.60 | $51,876.00 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.42 | $760,813.20 | $0.43 | $778,927.80 | $0.45 | $815,157.00 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.30 | $543,438.00 | $0.20 | $362,292.00 | $0.30 | $543,438.00 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.25 | $6,750.00 | $0.33 | $8,910.00 | $1.00 | $27,000.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $120.00 | $98,400.00 | $80.00 | $65,600.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $20.00 | $40,000.00 | $15.00 | $30,000.00 | $22.75 | $45,500.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $13,000.00 | $13,000.00 | $26,240.00 | $26,240.00 | $12,500.00 | $12,500.00 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $190.00 | $32,300.00 | $118.40 | $20,128.00 | $125.00 | $21,250.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $15,000.00 | $15,000.00 | $11,810.00 | $11,810.00 | $19,300.00 | $19,300.00 |
| 22 | Anchor Trench | 860 | LF | $8.00 | $6,880.00 | $1.00 | $860.00 | $14.50 | $12,470.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $3.00 | $4,830.00 | $4.70 | $7,567.00 | $32.50 | $52,325.00 |
| 24 | Liner Tie-in | 1,960 | LF | $7.00 | $13,720.00 | $3.45 | $6,762.00 | $17.00 | $33,320.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $75.00 | $750.00 | $200.00 | $2,000.00 | $150.00 | $1,500.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $25.00 | $31,500.00 | $3.37 | $4,246.20 | $71.00 | $89,460.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $10.00 | $12,050.00 | $2.10 | $2,530.50 | $44.00 | $53,020.00 |
| | **BASE BID TOTAL:** | | | | **$6,929,669.40** | | **$7,082,114.50** | | **$7,381,698.80** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $8.00 | $51,040.00 | $1.70 | $10,846.00 | $3.00 | $19,140.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$51,040.00** | | **$10,846.00** | | **$19,140.00** |

PARKHILLSMITH&COOPER

PSC

MIDLAND
Feel the Energy!

**City of Midland Cell 5 & 6 Excavation and Liner Construction**

**Midland, Texas**
**May 6, 2020**
**2:00 PM**

| | | | | Stephenson Dirt Contracting<br>4995 S I30 Frontage Road<br>Mt. Pleasant, TX 75455 | | FCS Construction, LP<br>9550 John W Elliott<br>Frisco, TX 75034 | | Marsau Enterprises, Inc.<br>1209 N. 30th Street<br>Enid, OK 73701 | |
|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Description** | **Quantity** | **Unit** | **Unit Price** | **Amount** | **Unit Price** | **Amount** | **Unit Price** | **Amount** |
| **BASE BID** | | | | | | | | | |
| **Project Mobilization & Site Preparation** | | | | | | | | | |
| 1 | Mobilization (3% Max.) | 1 | LS | $190,000.00 | $190,000.00 | $220,000.00 | $220,000.00 | $46,960.00 | $46,960.00 |
| 2 | Clearing and Grubbing | 1 | LS | $185,000.00 | $185,000.00 | $94,000.00 | $94,000.00 | $42,500.00 | $42,500.00 |
| 3 | Asphalt Pavement Removal | 6,380 | SY | $4.15 | $26,477.00 | $2.00 | $12,760.00 | $7.50 | $47,850.00 |
| 4 | Relocate Soil Borrow Material | 368,000 | CY | $1.97 | $724,960.00 | $2.00 | $736,000.00 | $2.08 | $765,440.00 |
| 5 | Erosion Control | 1 | LS | $25,000.00 | $25,000.00 | $12,000.00 | $12,000.00 | $56,578.00 | $56,578.00 |
| **Cell Construction** | | | | | | | | | |
| 6 | Excavation | 1,824,000 | CY | $1.97 | $3,593,280.00 | $2.10 | $3,830,400.00 | $4.95 | $9,028,800.00 |
| 7 | Embankment Fill | 8,000 | CY | $1.00 | $8,000.00 | $2.00 | $16,000.00 | $3.25 | $26,000.00 |
| 8 | Subgrade Preparation - Floor | 1,725,000 | SF | $0.01 | $17,250.00 | $0.04 | $69,000.00 | $0.19 | $327,750.00 |
| 9 | Subgrade Preparation - Side Slope | 86,460 | SF | $0.10 | $8,646.00 | $0.04 | $3,458.40 | $0.35 | $30,261.00 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | 1,725,000 | SF | $0.39 | $672,750.00 | $0.35 | $603,750.00 | $0.38 | $655,500.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | 86,460 | SF | $0.48 | $41,500.80 | $0.59 | $51,011.40 | $0.46 | $39,771.60 |
| 12 | Geomembrane - Smooth | 1,725,000 | SF | $0.36 | $621,000.00 | $0.38 | $655,500.00 | $0.38 | $655,500.00 |
| 13 | Geomembrane - Textured | 86,460 | SF | $0.43 | $37,177.80 | $0.59 | $51,011.40 | $0.47 | $40,636.20 |
| 14 | Geocomposite Drainage Layer | 1,811,460 | SF | $0.45 | $815,157.00 | $0.44 | $797,042.40 | $0.44 | $797,042.40 |
| 15 | Protective Soil Cover | 1,811,460 | SF | $0.15 | $271,719.00 | $0.15 | $271,719.00 | $0.28 | $507,208.80 |
| 16 | Geotextile Fabric - 8oz | 27,000 | SF | $0.12 | $3,240.00 | $0.30 | $8,100.00 | $0.10 | $2,700.00 |
| 17 | Gravel Drainage Material | 820 | CY | $90.00 | $73,800.00 | $82.00 | $67,240.00 | $43.00 | $35,260.00 |
| 18 | 6-Inch Leachate Collection Pipe | 2,000 | LF | $38.88 | $77,760.00 | $17.00 | $34,000.00 | $15.29 | $30,580.00 |
| 19 | Sump Access Structure (including all Appurtenances) | 1 | EA | $56,160.00 | $56,160.00 | $11,000.00 | $11,000.00 | $8,249.40 | $8,249.40 |
| 20 | 24-Inch Riser Pipe | 170 | LF | $324.00 | $55,080.00 | $130.00 | $22,100.00 | $120.43 | $20,473.10 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | 1 | EA | $23,760.00 | $23,760.00 | $16,000.00 | $16,000.00 | $16,625.85 | $16,625.85 |
| 22 | Anchor Trench | 860 | LF | $4.00 | $3,440.00 | $6.00 | $5,160.00 | $2.50 | $2,150.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | 1,610 | CY | $5.00 | $8,050.00 | $5.00 | $8,050.00 | $7.25 | $11,672.50 |
| 24 | Liner Tie-in | 1,960 | LF | $7.00 | $13,720.00 | $9.00 | $17,640.00 | $5.00 | $9,800.00 |
| 25 | GLER/GCLER Marker | 10 | EA | $500.00 | $5,000.00 | $400.00 | $4,000.00 | $210.00 | $2,100.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | 1,260 | LF | $13.09 | $16,493.40 | $36.00 | $45,360.00 | $8.15 | $10,269.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | 1,205 | LF | $5.00 | $6,025.00 | $20.00 | $24,100.00 | $12.57 | $15,146.85 |
| | **BASE BID TOTAL:** | | | | **$7,580,446.00** | | **$7,686,402.60** | | **$13,232,824.70** |
| | | | | | | | | | |
| **ALTERNATE BID** | | | | | | | | | |
| 1 | Asphalt pavement removal, milled and stockpiled | 6,380 | SY | $8.00 | $51,040.00 | $3.00 | $19,140.00 | $0.00 | $0.00 |
| | **ALTERNATE BID TOTAL:** | | | | **$51,040.00** | | **$19,140.00** | | **$0.00** |

# PROJECT MANUAL

City of Midland, Texas

City of Midland Solid Waste Landfill,

TCEQ MSW 1605B

Cells 5A & 6 Excavation and Liner Construction

March 2020

PSC Project #01287118

PARKHILLSMITH&COOPER

PARKHILLSMITH&COOPER
PSC

4222 85th Street
Lubbock, Texas 79423
806.473.2200

# ADDENDUM NO: 01

**TO: All Plan Holders**

**FROM: Parkhill, Smith & Cooper**

**PROJECT NAME: City of Midland Cell 5&6 Excavation and Liner Construction**

**PROJECT NO.: 01287118**

**DATE: April 24, 2020**

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated March 2020 as noted below:

This Addendum consists of 6 page(s). The attached Electronic File Waiver Form will need to be signed and returned to receive the AutoCAD files.

I. CHANGES TO PRIOR ADDENDA:
   1. NONE

II. CHANGES TO ADVERTISEMENT
   1. NONE

III. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:
   1. REMOVED BID ITEM 19 FOR SUMP PUMP, CONROL AND WIRING FROM SPEC SECTION 00 41 00 BID FORM. SUMP PUMP AND CONTROLS HAVE BEEN ELIMINATED FROM THIS CONTRACT. DISREGARD ANY REFERENCE TO SUMP PUMP, CONTROL AND WIRING IN THE PLANS AND SPECIFICATIONS.

   2. ADDED BID ITEM NO 27 FOR EAST TERMINATION TRENCH WITH BERM TO SPEC SECTION 00 41 00 BID FORM.

IV. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:
   1. REMOVED ITEM 14 (BID ITEM 19) FOR SUMP PUMP, CONROL & WIRING FROM SPEC SECTION 01 22 00 MEASUREMENT & PAYMENT. DISREGARD ANY REFERENCE TO SUMP PUMP, CONTROL AND WIRING IN THE PLANS AND SPECIFICATIONS.

   2. ADDED BID ITEM NO 27 FOR EAST TERMINATION TRENCH WITH BERM TO SPEC SECTION 00 41 00 BID FORM.

V. CHANGES TO DIVISIONS 03 THROUGH 31 (TECHNICAL SPECIFICATIONS):
   1. NONE

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VI. CHANGES TO DRAWINGS:

1. Remove Details A3, Sump Access Section B and Details C5, Sump Access Plan from Sheet No. C-503. Disregard any reference to sump pump, control and wiring in the plans and specifications.
2. New Stockpile location shown on Sheet C-001 and C-004.
3. Notes has been revised regarding asphalt pavement demolition on Sheet C-004 and C-005.

VII. QUESTIONS AND CLARIFICATIONS:

1. Received by email:

1) Will there be a prebid meeting for this project?
*Response: No, there will not be any pre-bid meeting.*

2) Is there a specification for the leachate Pump, Panel and Flowmeter?
*Response: The leachate pump, panel and flowmeter have been eliminated from this contract. Disregard any reference to pumps, panels and flowmeter.*

3) There is a bid item for 1 each- leachate pump and panel for the permanent riser. Is there no leachate pump required for the temporary sump?
*Response: No leachate pump is required for the leachate sump or the temporary sump.*

4) Does the owner intend on powering the leachate pump with a generator? If not and the contractor must run power, where is the source and what is the phase and voltage?
*Response: The owner eliminated any requirements of sump pump and related controls. Disregard any reference to pumps.*

5) What are the contractor's hours of operation? Will night work be allowed?
*Response: The Contractor will not be allowed to work beyond the landfill hours of operation as indicated in Sheet G-003.*

6) Who is responsible for certification surveys and as built plan sheets for Subgrade, Liner panels and edges and Top of Protective Cover? Owner's surveyor or Contractor?
*Response: Owner's surveyor is responsible for certification surveys and as built plan sheets for subgrade, liner panels and edges and top of protective cover.*

7) Who is responsible for lab and in field Quality Assurance testing of soils & aggregates, destruct testing and quality assurance testing of liner install and quality assurance lab and in field testing of concrete structures? Owners QA agency or Contractor?
*Response: Owners QA is responsible for lab and in field quality assurance testing of soils, aggregates, destruct testing and quality assurance testing of liner installation.*

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8) Can the Bore hole logs be provided for BH 6 thru 10 shown on sheet C-001 of plan sheets?

*Response: BH-6 through BH-10 and all other available boring logs for this site have been included with this addendum.*

9) Can the CAD files be provided to bidding contractors?

*Response: Yes. Electronic files will be made available from the Engineer upon request once the Electronic File Waiver is signed and returned.*

10) Will all three stockpiles be utilized as shown on sheet C-001 for excess excavation or just the southern pile with the green traffic line drawn to it?

*Response: All three stockpiles can be utilized for storing excavation materials. The southern stockpile shown on the drawing is a new designated area for stockpile and other two stockpiles are already existing on-site with availability to store additional excavated materials.*

11) Where is the water source for construction on the site?

*Response: Up to 10,000 gallons/day of water is available on-site at Owner's cost from the onsite water pond and fire hydrant located 3 miles north west from the site. Contractor to provide additional water required per day at their own cost.*

12) Due to the Corona Virus, I would like to request that you allow these bids to be submitted electronically. Mail, UPS, and FEDEX are not always reliable out here in the wild west, and we will likely have to snail mail 2 days prior to the bid date. Some of the engineers we are working with now are accepting electronic bid proposals. Will you consider it?

*Response: Bid will not be accepted electronically as of right now. All plan holders will be notified if that changes.*

13) What is the anticipated start date for this project?

*Response: The anticipated start date of the project is July 20th, 2020.*

14) Can I get the CAD file for this project?

*Response: Yes. Electronic files will be made available from the Engineer upon request once the Electronic File Waiver is signed and returned.*

15) Who do I need to speak with to set up a job walk for this project?

*Response: Jefferey Ahrlett will be the point of contact for setting up any site visit prior bidding.*

16) For Item # 4 Relocate Soil Borrow Material will the contractor also be paid Item 6 Excavation for the excavation of that Material or is item #4 the total work it takes to relocate the material to stockpile (i.e excavation, hauling, stockpiling, dust control etc.)?

*Response: Item #4 refers to only relocating (hauling, stockpiling, dust control) soil borrow material from the existing stockpile located within the project limit as shown on Sheet C-004 and as indicated on 01 22 00 – 2.*

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*Item #6 Cell Excavation includes all labor, equipment, materials, and supplies necessary to excavate cell to elevations and grades shown on plans (sheet C - 101) to receive lining system.*

17) When Adding the length of the west and east side termination berm (detail A4 C501/C104) it scales to 1620 LF. Bid item 27 has a quantity of 1260 LF. How does the remaining quantity get paid for?
*Response: Bid Item No. 27 has been added to include east termination trench and berm.*

18) Detail A4 C501/C104 shows an anchor trench that doesn't appear to be added in the Line Item 23 Anchor Trench Quantity. How is the Anchor Trench in this detail paid for?
*Response: Bid Item No. 26 Cell 5 Protective Cover Berm includes termination trench as indicated in Specification 01 22 00.*

19) Detail B4 C501/C104 shows an anchor trench that doesn't appear to be added in the Line Item 23 Anchor Trench Quantity. How is the Anchor Trench in this detail paid for?
*Response: Bid Item No. 27 has been added to include east termination trench and berm.*

20) The invitation to bid states that bids will only be accepted by mail. Please confirm that bids can be hand delivered to the City of Midland on Wednesday, May 6th. I understand that a public bid opening is not feasible at this time but I don't trust someone else to deliver my bid.
*Response: Due to Coronavirus (COVID19) pandemic the City of Midland City Hall is closed to the public. All bidders are encouraged to mail bid packets rather than delivering them in person in the interest of maintaining social distance. If bid packets are delivered in person, then bidders must make arrangements in advance to drop the bid packets off at the north doors of city Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.*

21) Can you please provide the latest Plan holders' List?
*Response: The current Plan Holders' list is provided with this Addendum.*

22) When is the project to start?
*Response: The anticipated start date of the project is July 20th, 2020.*

23) When is the project to be substantially complete?
Response: The project needs to be substantially complete within 270 days after contract times commence as indicated on Spec Section 01 10 00.

24) Does Cell 5 need to be completed before Cell 6?
Response: There is no such requirement to complete one cell before another. Cell 5A and 6 needs to be completed within project completion time.

25) Is there a limit on the amount of material that can be placed in excess soil stockpiles shown on C-001?

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Response: No limits on the amount of materials on the stockpile. An additional soil stockpile is shown in sheet C-001 and C-004.

26) Will soil types be segregated by stockpile shown on C-001?
Response: Materials need to be stockpiled separately by material type.

27) I have not been to the site yet to see required clearing but what is to be done with trees and debris that has been cleared?
Response: The site clearing includes removing obstructions, trees, shrubs, grass and other vegetation to permit construction of the project, as indicated in Spec section 31 10 00. Removal of digging out stumps and grubbing roots of the trees/ shrubs are also included in site cleaning. – working face

28) C-004 shows existing pipelines that will need to be crossed to access stockpile 10 and 11. What precautions will the Contractor need to make to cross those lines?
Response: These pipelines are buried under ground. Contractors is responsible to maintain minimum required cover over the pipeline crossline as required by the pipeline owner/ operator.

29) Where is power source for LCS pump?
Response: *The leachate pump, panel and flowmeter have been eliminated from this contract. Disregard any reference to pumps, panels and flowmeter.*

30) Is there a construction water source onsite for embankment and dust control? If so, where is location?
Response: *Up to 10,000 gallons/day of water is available on-site at Owner's cost from the onsite water pond and fire hydrant located 3 miles north west from the site. Contractor to provide additional water required per day at their own cost.*

31) Will the engineer re-examine the proposed stockpile locations and determine that another viable stockpile will be needed?
Response: An additional stockpile area has been located on Sheet C-001 and C-004.

32) Please clarify the water source and/or availability of water. Last campaign, the contractor had to provide water at contractor source.
Response: *Up to 10,000 gallons/day of water is available on-site at Owner's cost from the onsite water pond and fire hydrant located 3 miles north west from the site. Contractor to provide additional water required per day at their own cost.*

33) Spec 01 50 00 – 2 – required field office with hookups – will this remain a requirement?
Response: No, this is not a requirement.

34) Spec 01 50 00 – 6 fencing/ security – will this remain a requirement?
Response: No, this is not a requirement.

END OF ADDENDUM NO. 001

PARKHILLSMITH&COOPER

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PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
TODD E. STIGGINS
107769
LICENSED PROFESSIONAL ENGINEER

04/24/20

Respectfully submitted,

PARKHILL, SMITH & COOPER, INC.

By:

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

**ACKNOWLEDGED:**

_____

_____

**By:** _____

PARKHILLSMITH&COOPER
PSC

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Lubbock, Texas 79423
806.473.2200

# ADDENDUM NO: 02

**TO: All Plan Holders**

**FROM: Parkhill, Smith & Cooper**

**PROJECT NAME: City of Midland Cell 5&6 Excavation and Liner Construction**

**PROJECT NO.: 01287118**

**DATE: May 1, 2020**

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated March 2020 as noted below:

This Addendum consists of 8 page(s). Plan holders list is attached with this addendum.
Electronic File Waiver Form will need to be signed and returned to receive the AutoCAD files.

ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID19. This can be accessed from the following web address at th e time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings

I. CHANGES TO PRIOR ADDENDA:
   1. NONE

II. CHANGES TO ADVERTISEMENT
   1. NONE

III. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:
   1. SECTION 00 41 00 – BID FORM HAS BEEN REVISED FOR ALTERNATE BID ITEM QUANTITY.
   2. SECTION 00 45 13 – BIDDER'S QUALIFICATION STATEMENT.

IV. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:
   1. SECTION 01 22 00 – MEASUREMENT AND PAYMENT HAS BEEN REVISED TO PROVIDE CLARIFICATION ON BID ITEMS FOR GCL - FLOOR (BID ITEM 10), GEOMEMBRANE – TEXTURED (BID ITEM 13), GEOCOMPOSITE DRAINAGE LAYER (BID ITEM 14).

V. CHANGES TO DIVISIONS 03 THROUGH 31 (TECHNICAL SPECIFICATIONS):
   1. SECTION 31 90 30 – PROTECTIVE SOIL COVER, SECTION 21 HAS BEEN REVISED FOR CLARITY.
   2. SECTION 31 90 34 – 4 HDPE GEOMEMBRANE LINER, TABLE 1 AND 2 FOR LINER PROPERTIES HAVE BEEN REVISED.
   3. SECTION 31 90 40.10 – LEACHATE COLLECTION SYSTEM, HAS BEEN REVISED FOR THE POLYETHYLENE PIPE TO BE SDR 11.

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VI. CHANGES TO DRAWINGS:
1. None.

VII. QUESTIONS AND CLARIFICATIONS:
1. Received by email:

1) There is a forcemain pipe shown in the riser headwall details but no item for forcemain? Is this just for reference and not part of contract?
*Response: Addendum 1 removes the details C5 and A3 from Sheet 503 that included force main. City of Midland eliminated the sump pump and accessories from the bid. Disregard any reference of forcemain.*

2) Given the current state of the temporary Covid-19 shut down we would like to request PSC and the owner consider email bid packages.
*Response: No email bid packages are accepted.*
*Due to Coronavirus (COVID19) pandemic the City of Midland City Hall is closed to the public. All bidders are encouraged to mail bid packets to one of the two addresses below rather than delivering them in person in the interest of maintaining social distance.*

*USPS Mailing Address:*
*City of Midland, Texas*
*Attn: City Secretary's Office*
*P O Box 1152*
*Midland, TX 79702*

*OR*

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

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

3) Please confirm the hours of operation will be as follows:
Monday – Friday 8 AM- 4 PM
Saturday 9 AM- 1 PM
*Response: Contractors can work Monday through Saturday 5:30 am – 7:30 pm.*

4) City of Midland website states their hours of operation are only 7:30 AM to 5:30 PM Monday thru Friday and 9:00 AM-2:00 PM Saturday. Are the above hours the

only hours the contractor will be allowed to work? This isn't enough hours per day to allow the contractor the opportunity to complete the project on time given the size of the project. Please consider allowing additional hours of operation.

*Response: Contractors can work Monday through Saturday 5:30 am – 7:30 pm.*

5) Per question 26 on ADD 1, the different material types need to be segregated. Please elaborate further as this will determine haul distances. Is it just topsoil that needs to be segregated or are there other types of material that needs to be segregated and to which stockpile location(s) are they to be placed?

*Response: Suitable soil materials for the protective cover and berm construction for this project needs to be segregated and stockpiled separately. Rest of the excavated soil materials may be stockpiled together.*

6) Is there a particular stockpile where the relocated stockpile material is to be placed?

*Response: No, there is no particular stockpile where the borrow materials to be relocated. However, suitable soil materials for the protective cover and berm construction for this project needs to be segregated and stockpiled separately.*

7) Will stockpile areas need to be stripped of topsoil?

*Response: Yes.*

8) Regarding construction water, do you have an exact location of the hydrant? Is it 3 miles as the crow flies or 3 miles driving? 10,000 GPD will not be enough to maintain proper dust control.

*Response: The nearest fire hydrant is located at Flying J Travel Center (3302 Garden City Hwy, Midland, TX 79706).*
*City will provide up to 10,000 gallons of water per day from the on-site source and the fire hydrant. Contractor to provide additional water required per day at their own cost.*

9) The specs mention a chain link fence on 01 50 00 -6 section 1.16, but I do not see any fencing called out on the plans or bid form. Want to know if there is any chain link fencing required for this project. If so, is it temp fence around the berm.

*Response: As stated in comment response 34 on Addendum 1, fencing is not a requirement.*

10) There is no specification for a sump pump. Are we to supply a sump pump or are we using an existing pump? If we are to supply, please provide specs.

*Response: As stated in comment response 2 and 3 on Addendum 1, the leachate pump, panel and flowmeter have been eliminated from this contract. Disregard any reference to pumps, panels and flowmeter.*

11) Power to Sump Pump.
   a. Is there power near the new sump pump location to pull from. If so, how far is the power from the sump pump location.
   b. Is the sump to be generator or solar powered. If so, is there an existing generator or solar panels. If not, can we please get specs.

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*Response: As stated in comment response 2 and 3 on Addendum 1, the leachate pump, panel and flowmeter have been eliminated from this contract. Disregard any reference to pumps, panels and flowmeter.*

12) Geomembrane Section 319034, page 4, Tables 1 and 2 list identical values for the smooth and textured materials. Please provide a revised Table 2 for the textured materials. We assume it needs to be in accordance with GRI GM13 values.
*Response: Revised Tables have been added with this addendum in accordance with GRI GM13.*

13) Is the added alternate item 2 for Asphalt Pavement removal meant to be the same units and quantity as base bid item 3- 6380 SY or is it as shown 6320 LF? If by the LF how wide is the milling/removal?
*Response: For the alternate bid item no. 1, it will be same as base bid item no. 3 – 6,380 SY. Bid Form has been revised.*

14) Does the Relocated soil borrow material go in the same stockpile as the remainder of the excavation?
*Response: Yes.*

15) MEASUREMENT AND PAYMENT number 14A for the SUMP ACCESS STRUCTURE ( Bid item 19) mentions that “12” sump pipe” is included in this bid item but I was unable to locate it on the plans. Can you please clarify.
*Response: Bid item 19 for Sump access structure was removed from the bid on Addendum 1.*

16) Do you have a specification for the 6” (leachate line) and 2” (return line) butterfly valves?
*Response: 6” leachate pipe specification is provided in Spec section 31 90 40.10. No specification is provided for 2” return line and butterfly valves.*

17) Do you know if CAD files will be available?
*Response: Yes. Electronic files will be made available from the Engineer upon request once the Electronic File Waiver is signed and returned.*

18) Will contractors need a stormwater pollution and prevention plan, or is it just the silt fence?
*Response: Contractor will be an "operator" on this project and will be required to obtain coverage under a TPDES general permit for storm water discharges associated with construction activity, if required. It shall be the contractor's responsibility to assure that contractor's activities are in compliance with all applicable permit conditions. Should any field inspections by the contractor, owner's representative, or other authority having jurisdiction indicate that contractor's measures or activities are not in compliance with permit conditions, contractor shall implement whatever measures necessary to bring the project into compliance.*

19) Can we do a drone flight over the location?
*Response: Contractor can do drone flights.*

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20) What is the cost of water that is located 3 miles away?
*Response: Water from the fire hydrant located 3 miles north west from the site will be available for the construction purposes (up to 10,000 gallons) at Owner's cost. Contractor to provide additional water required per day at their own cost.*

21) Are we allowed to run poly pipe from water source and have water tank storage on the property?
*Response: No.*

22) Are we allowed to make arrangements for our own water source?
*Response: Yes. Contractor to provide additional water required per day at their own cost. Up to 10,000 gallons/day of water is available on-site at Owner's cost from the onsite water pond and fire hydrant located 3 miles north west from the site.*

23) I do not see a Required Bidder Qualification Statement Form in the City of Midland Landfill bid package. Can you send us one?
*Response: Bidder qualification statement form (Section 00 45 13) is attached with this addendum.*

24) Will the earthwork volumes be paid as planned quantity or actual field measured quantities? Line item #12- Will payment be made for the sacrificial membrane?
*Response: Earthwork volumes will be paid on actual field measured quantities. Contractor must provide control baseline survey before beginning work and finish survey measurements to verify amount of excavation for payment purposes, as specified in Project Manual Section 01 22 00 Measurement and Payment.*
*No payment will be made for sacrificial membrane as indicated 01 22 00 – 3 for bid item no. 12 (smooth geomembrane) and bid item no. 13 (textured geomembrane).*
*For Bid item 27 – cell 5 protective cover berm, price includes sacrificial liner.*

25) Line item #13 – It states that payment will be for measured square footage but then is stated no additional quantity will be paid for sacrificial membrane? So the SF installed for the sacrificial membrane should be included in other costs of work?
*Response: Additional cost of sacrificial membrane should be included in the unit cost for the line item.*

26) The bid items show to remove 6,320 lf of asphalt, the plans show 6,380sy. Please clarify.
*Response: For the alternate bid item no. 1, it will be same as base bid item no. 3 – 6,380 SY. Bid Form has been revised.*

27) For all liner components, should Bid Sheet unit pricing be increased to cover for the overlap and/or the sacrificial membrane and any additional scrap…and leave the listed quantity as it is?
*Response: Additional cost of sacrificial membrane should be included in the unit cost for the line item.*

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28) Geosynthetic Clay Liner (GCL) – Floor (Bid Item 10): a. Payment made for providing and installing reinforced GCL including all labor…… material overlap. GCL on the floor is not reinforced.

*Response: GCL on the floor is not reinforced. 01 22 00 – 3 has been revised for bid item 10.*

29) 7. Geomembrane – Smooth (Bid Item 12): a. Payment made for providing and installing a 60-mil thick, smooth high-density polyethylene (HDPE) liner including all labor, equipment, materials, supplies, etc., for complete installation. Payment made for actual measured square footage of liner installed and in place. No additional pay quantity made for sacrificial membrane. No additional quantity paid for material overlap.
8. Geomembrane – Textured (Bid Item 13): a. Payment made for providing and installing a 60-mil thick, textured HDPE liner including all labor, equipment, materials, supplies, etc., for complete installation. Price includes cost of anchor trench construction and compaction of backfill in anchor trench after liner installation. Payment made for actual measured square footage of liner installed and in place up to back edge of anchor trench. No additional pay quantity made for sacrificial membrane. Payment made on net quantity of surface area covered. No additional quantity paid for material overlap.
Anchor Trench is listed as 860 lf in a later Bid Line. Should the anchor trench construction be kept separate or included on this Line Item?

*Response: Anchor trench construction is a separate bid item, not included with side slope geomembrane.*

30) Geocomposite Drainage Layer (Bid Item 14): Payment made for providing and installing dual Geonet/Geotextile drainage geocomposite as shown on Plans. Price includes all material, labor, supplies, equipment, and superintendence necessary to install geotextile fabric as specified. Payment made on net quantity of gravel surface area covered on a per square foot basis. No additional quantity paid for material overlap. Geocomposite is not installed over gravel. It is installed over the 60 mil liner. Please confirm that the payment made will be based on the square footage of Geocomposite on the liner.

*Response: "Gravel" is removed from bid item no. 14. Payment made on net quantity of geocomposite surface area.*

31) See Sheet C-001 and C-004. Can you confirm that all soil shall be relocated and/or stockpiled as identified on the revised sheet C-001 and C-004? Can we stockpile directly east of cell 6?

*Response: Soil shall be relocated and/or stockpiled as identified on Sheet C-001 and C-004, unless otherwise directed by the Owner.*

32) See Sheet C-004. There are several LP Lines and Pipe Lines shown on this page. Has Phillips and Mesa approved heavy civil construction traffic over these lines? What is the required minimum cover over these pipelines?

*Response:* Contractors is responsible to coordinate with pipeline owner/ operator and maintain minimum required cover over the pipeline crossline as required by the pipeline owner/ operator.

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33) See Sheet C-006 – Note 1. Can you confirm that it is the Contractor's responsibility to create and submit the SWPPP, NOI and NOT? Often times, the contractor can operate under the landfill's SWPPP.

*Response: Contractor to file as an operator with TCEQ but may use the Landfill's SWPPP.*

34) Regarding Bid Item 2, Clearing and Grubbing, we assume that removals and debris (mesquite trees, vegetation, etc.) associated with clearing and grubbing can be disposed of at the landfill. Please identify disposal area.

*Response: Debris associated with clearing and grubbing can disposed of at the landfill working phase.*

35) Regarding Bid items 8 and 9, can you please provide a specification for the subgrade of the floor and slopes? Specifically, do the slopes require over-excavation and re-compaction of material?

*Response: Subgrade preparation refers to proof rolling with heavy rubber-tired construction equipment to detect soft zone or areas subject to pumping. Areas of soft soils shall be recompacted and areas subject to pumping shall be undercut to firm material and backfilled with suitable compacted earth fill. Soil Liner Quality Control plan (SLQCP) included with the project manual provides further clarifications.*

36) Regarding Bid Item 15, Protective Soil Cover, see Spec 31 90 30 – 1. "Materials used is a coarse sand stockpiled onsite near project limits." Can you provide the location of this stockpile to be used for the 2' Cover?

*Response: Materials used for protective cover is coarse sand materials from the on-site stockpiles and suitable materials from excavation for this project. Section 31 90 30 has been revised for clarity.*

37) Can you provide the latest planholders' list?

*Response: Updated plan holders list is attached with this addendum.*

END OF ADDENDUM NO. 002

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PSC

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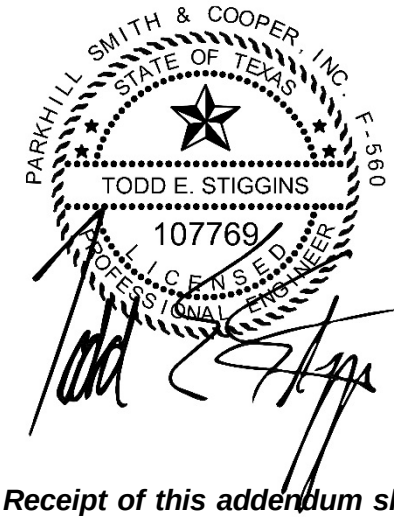



05/01/2020

Respectfully submitted,

PARKHILL, SMITH & COOPER, INC.

By:_____

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

**ACKNOWLEDGED:**

_____

_____

**By:**_____

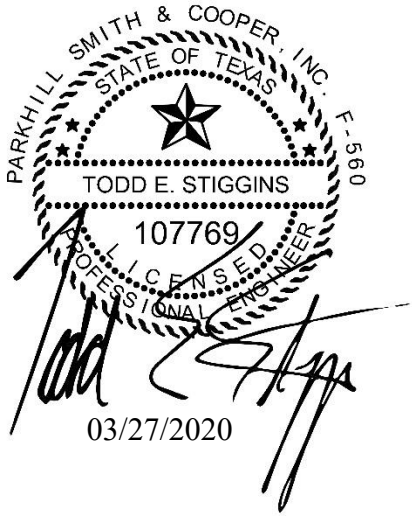
# PROJECT MANUAL

City of Midland, Texas

City of Midland Solid Waste Landfill,

TCEQ MSW 1605B

Cells 5A & 6 Excavation and Liner Construction




March 2020

PSC Project #01287118

PARKHILLSMITH&COOPER

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**


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Exhibit D – Wage Scale Requirements *(Provided by the City of Midland)*
Bid Bond *(Provided by the City of Midland)*
Payment Bond *(Provided by the City of Midland)*
Performance Bond *(Provided by the City of Midland)*
Consideration of Location of Bidder's Principal Place of Business *(Provided by the City of Midland)*
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**APPENDICES**

APPENDIX A - SOIL AND LINER QUALITY CONTROL PLAN (SLQCP)
APPENDIX B – SOIL BORINGS

CITY OF MIDLAND MUNICIPAL SOLID WASTE LANDFILL

MIDLAND, TEXAS
CELLS 5 & 6 EXCAVATION AND LINER CONSTRUCTION

## SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

Sealed Bids for construction of Cells 5A & 6 Excavation and Liner Construction will be received **BY MAIL ONLY** by City of Midland, at 300 North Loraine, Midland, Texas 79701, until **2:00p** local time on **Wednesday, May 6, 2020**. All questions regarding this Project must be received by 5pm, **Wednesday, April 29, 2020**. Any Bid received after closing time will be returned unopened. Bids will be tabulated and presented to City of Midland for action at a later date. Project consists of landfill cell excavation and landfill liner construction.

The issuing office for bidding documents is Parkhill, Smith & Cooper Inc., 4222 85th Street, Lubbock, Texas 79423, 806.473.2200.

Prospective Bidders may obtain bidding documents at the issuing office as noted.

Electronic copies of bidding documents may be obtained from the issuing office as follows:

1. Download documents (PDF file extension format) from the PSC Info Exchange web site after registering as a plan holder via the website http://team-psc.com/bids/ or by contacting Pam Gonzales, Project Assistant, at PGonzales@team-psc.com. **No cost or deposit required for this option**.

Neither Owner nor Engineer will be responsible for full or partial sets of bidding documents, including addenda if any, obtained from sources other than the issuing office.

Bid security shall be furnished in accordance with Section 00 21 13, “Instructions to Bidders.”

# SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

## ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have meanings indicated here:

A. Issuing Office: Where Bidding Documents are to be issued.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the format stated in Section 00 11 13, "Advertisement."

2.02 Use complete sets of Bidding Documents in preparing Bids. Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.03 In making copies of Bidding Documents available on aforementioned terms, Owner and Engineer do so only to obtain Bids for Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder qualifications to perform Work, Bidder shall submit with Bid (a) written evidence establishing qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:

A. Evidence of Bidder authority to do business in the state where Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and supplier qualification information. Coordinate with provisions of Article 12 - Subcontractors, Suppliers, and Others.

D. Other required information regarding qualifications.

3.02 Bidder failure to submit required qualification information may disqualify Bidder from receiving Award of Contract.

3.03 No requirement in Article 3 to submit information will prejudice Owner's right to seek additional, pertinent information regarding Bidder qualifications.

3.04 Bidder is advised to carefully review those portions of Bid Form requiring Bidder representations and certifications.

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

4.01 Site and Other Areas

A. Site, identified in Bidding Documents, may include rights-of-way, easements, and other lands furnished by Owner for Contractor use. Contractor shall obtain and pay for any additional lands

required for temporary construction facilities, construction equipment, or storing materials and equipment, and any access needed for such additional lands.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions

1. Reports known to Owner of explorations and tests of subsurface conditions at or adjacent to Site are provided with this project manual;

2. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or other data, interpretations, opinions, or information contained in such Reports.

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

C. Utilities: Information and data shown or indicated in bidding documents with respect to existing utilities at or adjacent to the site, are set forth in Contract documents and based upon information and data furnished to Owner and Engineers by owners of such utilities, including owners or others.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct required Site visit during normal working hours and not disturb any ongoing operations at Site.

B. Bidder is not required to conduct any subsurface testing or exhaustive investigations of Site conditions.

C. On request and to extent Owner has control over Site, and schedule permitting, Owner will provide Bidder access to Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner authority regarding Site.

D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner, property owners, or other entities controlling Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes, clean up, and restore Site to former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner’s Safety Program

A. Site visits and work may be governed by an Owner safety program.

## ARTICLE 5 – BIDDER PRESENTATIONS

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

A. Examine and carefully study Bidding Documents and any data and reference items identified in Bidding Documents;

B. Visit Site, conduct a thorough, alert visual examination of Site and adjacent areas, and become familiar with and satisfy himself as to general, local, and Site conditions affecting cost, progress, and Work performance;

C. Become familiar with and satisfy himself as to all laws and regulations affecting cost, progress, and Work performance;

D. Carefully study all: exploration reports and subsurface condition tests at or adjacent to Site, and all physical condition drawings relating to existing surface or subsurface structures at Site;

E. Consider information known to Bidder himself; information commonly known to contractors doing business in Site locality; information and observations obtained from visits to Site; Bidding Documents; and Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and Work performance; (2) means, methods, techniques, sequences, and construction procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. Agree, based on information and observations previously referred to, at time of submitting Bid, no further examinations, investigations, explorations, tests, studies, or data are necessary for determination of Bid for Work performance at price bid, within times required, and per other terms and conditions of Bidding Documents;

G. Become aware of the general nature of work to perform by Owner and others at Site that relates to Work as indicated in Bidding Documents;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovers in Bidding Documents and confirm written resolution, thereof, by Engineer, is acceptable to Bidder;

I. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work; and

J. Agree the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

## ARTICLE 6 – PREBID CONFERENCE

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

## ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 Submit all questions about meaning or intent of Bidding Documents to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions, will be issued by Addenda delivered to all parties recorded as having received Bidding Documents. Questions received less than 10 days prior to date for opening Bids, may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications, will be without legal effect.

7.02 Issue Addenda to clarify, correct, supplement, or change Bidding Documents. Addenda will be issued to document holders by one of these methods:

A. Email notification to document holder with link to download addenda from the PSC Info Exchange web site.

B. For document holders without email, pick up Addenda at issuing PSC office or mail via United States Postal Service (USPS).

## ARTICLE 8 – BID SECURITY

8.01 Bid must be accompanied by Bid security, payable to Owner, 5 percent of Bidder's maximum Bid price (determined by adding Base Bid), and by certified check, bank money order, or Bid bond issued by a surety.

8.02 Bid security of apparent Successful Bidder will be retained until Owner awards Contract and Bidder has executed Contract Documents, furnished required Contract security, and met other conditions of Notice of Award, whereupon Bid security will be released. If Successful Bidder fails to execute and deliver Contract Documents and furnish required Contract security within 15 days after Notice of Award, Owner may consider Bidder in default, annul Notice of Award, and Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 Bid security of other Bidders Owner believes have a reasonable chance of receiving award, may be retained by Owner until the earlier of seven days after Effective Date of Contract, or 61 days after Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders Owner believes DO NOT have a reasonable chance of receiving award, will be released within seven days after Bid opening.

## ARTICLE 9 – CONTRACT TIMES

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

## ARTICLE 10 – LIQUIDATED DAMAGES

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

## ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 Contract for Work, as awarded, will based on materials and equipment specified or described in Bidding Documents without consideration during bidding and Contract award process of possible substitute or "or-equal" items. When Contract allows Contractor to request Engineer to authorize use of substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to nor considered by Engineer until after Effective Date of Contract.

11.02 All prices Bidder sets forth in Bid shall be based on the presumption that Contractor will furnish materials and equipment specified or described in Bidding Documents, as supplemented by Addenda. Any assumptions regarding possibility of post-Bid approvals, "or-equal," or substitution requests, are made at Bidder's sole risk.

## ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

12.02 Subsequent to Bid submittal, Owner may not require Successful Bidder or Contractor to retain any subcontractor, supplier, or other individual/entity against which Contractor has reasonable objection.

12.03 Within five days after Bid opening, apparent Successful Bidder and any other Bidder so requested, shall submit to Owner a list of subcontractors or suppliers proposed for these portions of Work:

A. Liner manufacturer;
B. Liner installer;
C. Cast-in-place concrete.

12.04 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. After due investigation, if Owner or Engineer, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit substitute, Bidder's Bid price will be increased/decreased by cost difference occasioned by substitution, and Owner may consider price adjustment in evaluating Bids and making Contract award.

12.05 If apparent Successful Bidder declines to make substitution, Owner may award Contract to next lowest Bidder who proposes to use acceptable subcontractors, suppliers, or other individuals/entities. Declining to make requested substitutions, will constitute grounds for Bid security forfeiture of Bidder. Any subcontractor, supplier, individual/entity so listed and against which Owner or Engineer makes no written objection prior to giving Notice of Award, will be deemed acceptable to Owner and Engineer subject to subsequent revocation of acceptance.

## ARTICLE 13 – PREPARATION OF BID

13.01 Bid Form is included with Bidding Documents.

A. All blanks on Bid Form shall be completed and Bid Form signed in ink. Erasures or alterations shall be initialed in ink by person signing Bid Form. Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If Bid Form expressly indicates that submitting pricing on specific alternate item is optional and Bidder elects not to furnish pricing for such optional alternate item, Bidder may enter words "No Bid" or "Not Applicable."

13.02 Bid by corporation shall be executed in corporate name by corporate officer (whose title must appear under signature), accompanied by evidence of authority to sign. Show corporate address and state of incorporation.

13.03 Execute Bid by a partnership in partnership name and signed by a partner (whose title must appear under signature), accompanied by evidence of authority to sign. Show official address of partnership.

13.04 Execute Bid by a limited liability company in firm name by a member or other authorized person and accompanied by evidence of authority to sign. Show state of firm formation and official firm address.

13.05 Bid by an individual shall show Bidder's name and official address.

13.06 Execute Bid by a joint venture by an authorized representative of each joint venturer as indicated on Bid Form. Show official address of joint venture.

13.07 Print all names in ink below signatures.

13.08 Bid shall contain acknowledgment of receipt of all Addenda and numbers filled in on Bid Form.

13.09 Show postal and email addresses and phone number for communications regarding Bid.

13.10 Bid shall contain evidence of Bidder authority and qualification to do business in state where Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of Contract, and attach covenant to Bid. Also show Bidder's state contractor license number, if any, on the Bid Form.

## ARTICLE 14 – BASIS OF BID

14.01 Unit Price

A. Bidders shall submit Bid on unit price basis for each item of Work listed in unit price section of Bid Form. City of Midland will consider the Project Competitive Sealed Proposal procurement method based on Texas Government Code, Section 2269.056 and as described in 2269.151. For clarification, "bid(s)" contained in Specifications shall imply "proposal(s)" and "Bidder(s)" imply "Offeror(s)."

B. "Bid Price" (or "extended price") for each unit price Bid item, will be the product of "Estimated Quantity" (which Owner or representative set forth in Bid Form) for item and corresponding "Bid

Unit Price" offered by Bidder. Total of all unit price Bid items will be the sum of these "Bid Prices;" total will be used by Owner for Bid comparison purposes.

C. Discrepancies between multiplication of Work units and unit prices, will be resolved in favor of unit prices. Discrepancies between indicated sum of any column of figures and correct sum thereof, will be resolved in favor of correct sum. I-14-01 gives several frequently used alternatives for defining basis and determination of Bid prices for comparison purposes of Bids. For particular project, a unique set of Articles may be necessary, following the concept shown. User should carefully review I-14.01 and compare to final Bid Form for clarity and consistency.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 Bidder shall submit Bid Form, Bid security and other documents required to submit under terms of Article 7 of Bid Form.

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

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

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 Bid may be withdrawn by appropriate document duly executed in same manner a Bid must be executed and delivered to place where Bids are to be submitted prior to date and time for Bid opening. Upon receipt of such notice, unopened Bid will be returned to Bidder.

16.02 If Bidder wishes to modify Bid prior to Bid opening, Bidder must withdraw initial Bid in manner specified in Article 16.01 and submit new Bid prior to date and time for Bid opening.

16.03 If within 24 hours after Bids are opened, any Bidder files a duly-signed, written notice with Owner and promptly thereafter demonstrates to reasonable satisfaction of Owner there was material and substantial mistake in Bid preparation, Bidder may withdraw Bid and Bid security returned. Thereafter, if Work is rebid, Bidder will be disqualified from further bidding on Work.

**ARTICLE 17 – OPENING OF BIDS**

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

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject Bid of any Bidder Owner finds, after reasonable inquiry and evaluation, not responsible. If Bidder purports to add terms or conditions to Bid, takes exception to any provision of Bidding Documents, or attempts to alter contents of Contract Documents for purposes of Bid, Owner will reject Bid as nonresponsive; provided Owner also reserves right to waive all minor informalities not involving price, time, or changes in Work.

19.02 If Owner awards contract for Work, award shall be to responsible Bidder submitting lowest, responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider if Bids comply with prescribed requirements, and such alternates, unit prices, and other data, as requested in Bid Form or prior to Notice of Award.

B. For determination of apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on aggregate basis of Bids for separate sections and Bids for combined sections that result in lowest total amount for all of Work.

C. For determination of apparent low Bidder when unit price bids are submitted, Bids will be compared on basis of product total of estimated quantity of each item and unit price Bid for item, together with any lump sum items.

19.04 In evaluating if Bidder is responsible, Owner will consider Bidder qualifications and may consider qualifications and experience of subcontractors and Suppliers proposed for portions of Work identity of subcontractors and Suppliers must be submitted as provided in Bidding Documents.

19.05 Owner may conduct investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidder and any proposed subcontractor or Supplier.

19.06 In determining lowest possible Offeror, Owner will give serious consideration to information derived from Contractor Qualification Statement and Experience Record and information submitted on proposal form. Owner may consider items described in Texas Government Code, Section 2269.055.

19.07 Following proposal deadline, proposals will be evaluated in relation to selection criteria noted herein:

A. Following City ranking of offerors who offer the best value for the City based on published selection criteria, the City will attempt to negotiate an agreement with offeror who offers the best value to the City. The City of Midland may discuss options with the selected offeror who offers the best value to the city. The City may discuss options with the selected offeror for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate an agreement with the selected offeror, City may begin the negotiation process with the second ranked offeror. This process shall continue until an agreement is negotiated with a ranked offeror or the City rejects all proposals.

B. The City reserves the right to verify accuracy and completeness of all responses by utilizing any information available to the City without regard to whether such information appears in Offeror's proposal.

C. Successful Contractor required to satisfy HB 1295 requirements and provide signed and notarized copy of Form 1295 (www.ethics.state.tx.us).

**ARTICLE 20 – BONDS AND INSURANCE**

20.01 When Successful Bidder delivers Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

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

**ARTICLE 22 – SALES AND USE TAXES**

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in Work. Said taxes shall not be included in Bid.

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 20002744

THIS CONTRACT, effective the 27 day of May, 2020 by and between the City of Midland, hereinafter referred to as "City", and 4X Construction Group, LLC., hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 5,513,456.20 DOLLARS

2. **Scope of Work:** Company shall perform all work described for the Landfill Cells 5 and 6 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 Jeffery Ahrlett, Director of Solid Waste, or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 300 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

$1,000,000.00 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, 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 4X Construction Group, 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 Texas

# EXHIBIT C

## *Bonding Requirements*

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

A certified check, cashier's check, bank money order, issued by a bank satisfactory to the Owner, 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 owner, 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 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.

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

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2018 |

* SUTX2011-002 08/02/2011

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

Work Zone Barricade
Servicer.....$ 10.30

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

Servicer.....$ 13.98

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

TRUCK DRIVER
Lowboy-Float.....$ 14.46
Single Axle.....$ 12.74
Single or Tandem Axle Dump..$ 11.33
Tandem Axle Tractor with
Semi.....$ 12.49
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# BID BOND

THE STATE OF TEXAS §

SURETY NO. N/A

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT *

4X Construction Group, LLC

*

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

Continental Casualty Company

*

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

Five Percent of the Greatest Amount Bid DOLLARS

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Project: City of Midland Solid Waste Landfill TCEQ MSW 1605B Cell 5A & 6 Excavation and Liner Construction Description: Excavation, Piping, Liner and related for a Solid Waste Landfill Cell.

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 22 day of April, 2020.

| | |
|---|---|
| 4X Construction Group, LLC | Continental Casualty Company |
| Principal | Surety |
| By Jeff Kil | By Mark Hyk |
| Address 99 Regency Parkway, Suite 303<br>Mansfield, TX 76063 | Address 151 N Franklin St<br>Chicago, IL 60606-1821 |

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Frank Swingle, Mark Huff, Individually**

of Dallas, 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 13th day of April, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22 day of April 2020

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

# PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____

of the City of_____ County of_____,

and State of_____ as Principal, and _____

_____ (hereinafter

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

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to _____

_____,

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

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By_____ | By_____ |
| Address_____ | Address_____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

# PERFORMANCE BOND

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

# 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 NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## 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.

# SECTION 00 41 00 - BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Midland
300 North Loraine
Midland Texas 9701

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

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting Bid, Bidder represents:

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

| Addendum No. | Addendum Date |
|---|---|
| 001 | 4/24/2020 |
| 002 | 05/01/2020 |
| | |

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

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

D. Bidder carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site.

E. Bidder considered: information known to Bidder, information commonly known to contractors doing business near Site, information and observations obtained from Site visits, Bidding Documents, and any Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and

performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on information and observations referred to in Article 3.01.E, no further examinations, investigations, explorations, tests, studies, or data are necessary to determine Bid for performance of Work at price Bid and within times required, per other terms and conditions of Bidding Documents.

G. Bidder is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Bidding Documents.

H. Bidder gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovered in Bidding Documents, and confirms written resolution thereof by Engineer, is acceptable to Bidder.

I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.

J. Submission of Bid constitutes an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

## ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies:

A. Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity nor submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract. For Article 4.01.D:

1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process;

2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process to detriment of Owner, (b) establish bid prices at artificial noncompetitive levels, or (c) deprive Owner of benefits of free and open competition;

3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without Owner knowledge, to establish bid prices at artificial, noncompetitive levels; and

4. Coercive Practice: Harming or threatening to harm, directly or indirectly, persons or property to influence participation in bidding process or affect Contract execution.

## ARTICLE 5 – BASIS OF BID

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

| City of Midland<br>Municipal Solid Waste Landfill<br>Cell 5A & 6 Excavation & Liner Construction | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Total Price** |
| **BASE BID** | | | | | |
| **Project Mobilization & Site Preparation** | | | | | |
| 1 | Mobilization (3% Max.) | LS | 1 | $163,000.00 | $163,000.00 |
| 2 | Clearing and Grubbing | LS | 1 | $ 22,500.00 | $ 22,500.00 |
| 3 | Asphalt Pavement Removal | SY | 6,380 | $ 1.30 | $ 8,294.00 |
| 4 | Relocate Soil Borrow Material | CY | 368,000 | $ 1.02 | $ 375,360.00 |
| 5 | Erosion Control | LS | 1 | $ 10,500.00 | $ 10,500.00 |
| **Cell Construction** | | | | | |
| 6 | Excavation | CY | 1,824,000 | $ 1.20 | $ 2,188,800.00 |
| 7 | Embankment Fill | CY | 8,000 | $ 1.25 | $ 10,000.00 |
| 8 | Subgrade Preparation - Floor | SF | 1,725,000 | $ 0.06 | $ 103,500.00 |
| 9 | Subgrade Preparation - Side Slope | SF | 86,460 | $ 0.08 | $ 6,916.80 |
| 10 | Geosynthetic Clay Liner (GCL) - Floor | SF | 1,725,000 | $ 0.34 | $ 586,500.00 |
| 11 | Geosynthetic Clay Liner (GCL) - Side Slopes | SF | 86,460 | $ 0.58 | $ 50,146.80 |
| 12 | Geomembrane - Smooth | SF | 1,725,000 | $ 0.37 | $ 638,250.00 |
| 13 | Geomembrane - Textured | SF | 86,460 | $ 0.58 | $ 50,146.80 |
| 14 | Geocomposite Drainage Layer | SF | 1,811,460 | $ 0.44 | $ 797,042.40 |
| 15 | Protective Soil Cover | SF | 1,811,460 | $ 0.14 | $ 253,604.40 |
| 16 | Geotextile Fabric - 8oz | SF | 27,000 | $ 0.35 | $ 9,450.00 |
| 17 | Gravel Drainage Material | CY | 820 | $ 90.00 | $ 73,800.00 |
| 18 | 6-Inch Leachate Collection Pipe | LF | 2,000 | $ 14.00 | $ 28,000.00 |
| 19 | Sump Access Structure (including all Appurtenances) | EA | 1 | $ 12,000.00 | $ 12,000.00 |
| 20 | 24-Inch Riser Pipe | LF | 170 | $ 105.00 | $ 17,850.00 |
| 21 | 48"x10' HDPE DR32.5 Temporary Sump (including all Appurtenances) | EA | 1 | $ 10,500.00 | $ 10,500.00 |
| 22 | Anchor Trench | LF | 860 | $ 8.00 | $ 6,880.00 |
| 23 | Relocate Existing Waste to Expose Tie-in | CY | 1,610 | $ 3.00 | $ 4,830.00 |
| 24 | Liner Tie-in | LF | 1,960 | $ 12.00 | $ 23,520.00 |
| 25 | GLER/GCLER Marker | EA | 10 | $ 120.00 | $ 1,200.00 |
| 26 | Cell 5 Protective Cover Berm (including sacrificial liner, gravel and all other appurtenances) as shown on the Sheet Set | LF | 1,260 | $ 15.00 | $ 18,900.00 |
| 27 | East Termination Trench with Berm (including all other appurtenances) | LF | 1,205 | $ 11.00 | $ 13,255.00 |
| **Base Bid Subtotal** | | | | | **$ 5,484,746.20** |
| **Construction Grand Total** | | | | | **$ 5,484,746.20** |

| Alternate Bid | | | | | |
|---|---|---|---|---|---|
| 1 | Asphalt pavement removal, milled and stockpiled | SY | 6,380 | $4.50 | $28,710.00 |
| | | | | | |

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

**Total of Lump Sum and Unit Price Bids for Base Bid = Total Bid Price** $ 5,484,746.20

**Total of Lump Sum and Unit Price Bids with Bid Alternate = Total Bid Price** $ 5,513,456.20

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

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees Work is substantially complete, completed, and ready for final payment on or before dates or within number of calendar days indicated in Agreement.

6.02 Bidder accepts provisions of Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Required Bidder Qualification Statement with Supporting Data.

## ARTICLE 8 – DEFINED TERMS

8.01 Terms used in this Bid with initial capital letters have meanings stated in Sections 00 21 13 "Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

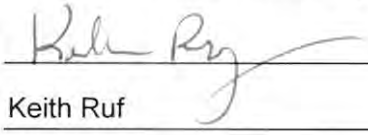
**BIDDER**: *[Indicate correct name of bidding entity]*

4X Construction Group, LLC

**By**:*[Signature]*

*[Printed name]* Jeff Parrish

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

**Attest**:*[Signature]* 

*[Printed name]* Keith Ruf

**Title**: Member

**Submittal Date**: 05/06/2020

**Address for notices**:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

**Phone Number**: 817-779-3290

**Fax Number**: 817-779-3291

**Contact Name and email address**: keith.ruf@4xconstruction.com

jeff.parrish@4xconstruction.com

## SECTION 00 45 13 – BIDDER'S QUALIFICATIONS STATEMENT

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

**1. SUBMITTED BY:**

Official Name of Firm: 4X Construction Group, LLC

Address: 99 Regency Parkway, Suite 303
Mansfield, TX 76063

**2. SUBMITTED TO:** City of Midland,Texas City of Midland Solid Waste Landfill

**3. SUBMITTED FOR:** City of Midland Solid Waste LF, TCEQ MSW 1605B, Cells 5A & 6 Excavation and Liner Construction

Owner: City of Midland

Project Name: City of Midland Solid Waste LF, TCEQ MSW 1605B, Cells 5A & 6 Excavation and Liner Construction

**TYPE OF WORK:** Excavation and Liner Construction

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Keith Ruf

Title: Member

Phone: 815-671-9674

Email: keith.ruf@4xconstruction.com

**5. AFFILIATED COMPANIES:**

Name: N/A

Address:

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☑ LIMITED LIABILITY COMPANY

State of Organization: Delaware

Date of Organization: 06/18/2012

Members: Keith Ruf

Jeff Parrish

Ron Julian

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

**7. LICENSING**

Jurisdiction: New Mexico

Type of License: GA01, GS08, & GF09

License Number: 384117

Jurisdiction: Louisiana

Type of License: Earthwork, Drainage, & Levees

License Number: 61376

**8. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

**9. BONDING INFORMATION**

Bonding Company: Continental Casualty Company

Address: 333 Wabash Ave., 41st Floor

Chicago, IL 60604

Bonding Agent: Swingle Collins & Associates

Address: 13760 Noel Road, Ste. 600

Dallas, TX 75240

Contact Name: Mark Huff

Phone: 972-715-8728

Aggregate Bonding Capacity: $10MM-$50MM

Available Bonding Capacity as of date of this submittal: $35MM

**10. FINANCIAL INFORMATION**

Financial Institution: First Financial Bank

Address: 400 NE. Big Bend Trail

Glen Rose, TX 76043

Account Manager: Debbie Ballesteros

Phone: 254-898-6301

*ATTACH AUDITED BALANCE SHEET FOR EACH OF THE LAST THREE YEARS.*

Type text here

**11. CONSTRUCTION EXPERIENCE:**

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

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

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

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

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

**12. EQUIPMENT:**

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

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

NAME OF ORGANIZATION: 4X Construction Group, LLC

BY: [signature]

TITLE: Member

DATED: 05/06/2020

NOTARY ATTEST: Rachel Biggs [signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 06 DAY OF May, 2020

NOTARY PUBLIC - STATE OF Texas

MY COMMISSION EXPIRES: 11/04/2021

RACHEL BIGGS
My Notary ID # 129621024
Expires November 4, 2021

REQUIRED ATTACHMENTS

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

**5/6/2020**

**City of Midland Landfill Cell 5A & 6**

**4X Construction Group, LLC.**

List of Subcontractors:

Liner Install and Supply-Falcon Environmental Lining Systems (Qualifications Attached)

Milling Asphalt-Dustrol

List of Suppliers:

-HDPE Pipe-ISCO

Geotextile for Leachate System-Hanes

Drainage Aggregate-Capitol Aggregates

4X Construction Group, LLC - References

| Project Name | Company Name | Contact Person |
|---|---|---|
| City of Edinburg<br>Construction of Unit 6, Cell 7A and Module 4 Edinburg Regional Sanitary Landfill | **Name**: City of Edinburg<br><br>**Address**: 8601 Jasman Road<br>Edinburg, TX 78539<br><br>**Telephone**: 956-381-5652 | **Name**: Chad Ireland<br><br>**Telephone**: 281-214-0004 |
| City of Alice, TX<br>City of Alice Landfill<br>Construction D | **Name**: City of Alice, TX<br><br>**Address**: 3217 N. US Highway 281<br>Alice, TX 78332<br><br>**Telephone**:361-668-7270 | **Name**: Rudy Mora, PE<br><br>**Telephone**: 361-668-7270 |
| City of Fredericksburg, TX<br>Construction of Cell 7 | **Name**: City of Fredericksburg, TX<br><br>**Address**: 204 Landfill Lane<br>Fredericksburg, TX 78624<br><br>**Telephone**: 817-563-1144 | **Name**: Alan Saenger<br><br>**Telephone**: 830-997-7521 |
| City of Laredo Landfill<br>Phase 3 Cell 2 Construction | **Name**: City of Laredo, TX<br><br>**Address**: 6912 TX-359<br>Laredo, TX 78034<br><br>**Telephone**:956-795-2515 | **Name**: Steve Heinford<br><br>**Telephone**: 214-341-9900 |

 
PACKET
5.164
May 26, 2020

**Schedule A (Experience – Currently under Contract)**

- Abilene Landfill – Sector 6A Construction
- Temple Landfill – Cells 1N &2N Construction, and North SW Pond
- Charter Landfill - Cells 16 East & 21B/22A
- Seabreeze Landfill – Cell 12
- Post Oak Landfill – Initial Development and Cell 1A
- Red Bluff Facility – D1A Cell Expansion
- Sedalia CO Landfill – Cell 7 Construction

## Schedule B (Previous Experience)

- Northeast Landfill – Phase 9[a]
- Fountain Landfill – Cell O Construction
- Reeves County Facility – Pit 3A
- R360 Pecos Facility – Initial Development
- Orla Facility – Phase 3
- Oklahoma City Landfill – Bike Path
- Fountain Landfill – Cell N Construction
- Canadian Valley Erosion Repairs
- SORD Landfill – Cells 5/6
- Maverick County Landfill – Cell 3
- Orla Landfill – Phase 1, Cell 2
- Southwest Landfill – Sector 13B
- Southern Plains Landfill – Cell 10 Construction
- Reeves County Landfill – Pad Work
- Lone Mountain Landfill – Cell 15, Subcell 14, and Cell 15, Phase 4 Closure
- Baylor Marina Closed Landfill – Slope Repair
- Timberlane Landfill – Cell 9 Construction
- El Reno Landfill – Cell D-9B
- Camino Real Landfill – Cell 3.1A
- Odessa TRD Facility – Protective Cover
- Travis County Landfill – Cell 9D
- Victoria Landfill – Trench 6W-9W2
- Austin Community Landfill – Cell WD 13S Construction
- Howard County Landfill – Cell 1B Construction
- Charter Landfill – Cell 20-21A
- Plumb Thicket Landfill – Module 10 Construction
- Los Angeles TRD Evaporation Pond Construction
- Oklahoma City Landfill – Phase V / Fill Sector 1 Construction
- R360- Eagle Ford Landfill – Cell 3 Construction
- Hohn Road – Initial Development
- Covel Gardens Landfill – Phase IX South Liner System and Site Improvement
- San Angelo Landfill – Cell 11 Construction
- Seabreeze Landfill – Leachate Pond Construction
- Tessman Road Landfill – Cell IV-6

- Red Carpet Landfill – Cell E, Phase 1 Construction
- Fountain Landfill – Cell M Construction
- Edinburg Landfill – Cell 7A and Module 4
- Safefill Landfill – 2 Added Receiving Pits
- Western Plains Regional Landfill – Area 6A
- Odessa TRD Facility – Pit 12, Phase 4
- Republic Reeves County Landfill Facility – Pit 2
- Mesquite Creek Landfill – Liner Cover Project
- Big Lake Facility – Initial Development
- Deep Six Facility – Initial Development
- Seabreeze Landfill -Cell A Construction
- Osage Landfill – Sector 2C Construction
- Safefill Landfill – Liner and Concrete Wall Repairs
- Canadian Valley Landfill – Erosion Repairs
- Lacy Lakeview Landfill – Misc. Drainage Repairs
- Southside Landfill – Cell F Construction
- Austin Community Landfill – Cell 13N Construction
- Red Carpet Landfill – Cell C, Phase 4
- Fountain Landfill – Cell L Construction
- Seabreeze Landfill – Cell 10B & 11A Construction
- Camino Real Landfill – Cell 10B2
- El Centro Landfill – Cell 4B
- San Juan County Landfill – 5A Construction
- Eagle Ford Landfill -Cell 2 Construction
- Southeast Landfill – Drainage Improvement
- Oklahoma Landfill – Road Development
- Williamson County Landfill – Phase 3A
- Howard County Landfill – Initial Development
- Laredo Landfill – Phase 3, Cell 2
- Seabreeze Landfill – Cell 10A
- Safefill Landfill – Phase1, Cell 1
- Osage Landfill – Sector 1B/2B
- Austin Community Landfill – WD - 12B, Piggyback Liner, and Final Cover
- Williamson County Landfill – Cell 3A and Final Cover

**Schedule C (Major Equipment)**

- 3 EA: 100,000 LB Excavators (CAT 349 or equivalent)
- 8 or 9 EA: 40-45 TON Articulated Trucks (CAT 745 or equivalent)
- 2 EA: CAT D6 Dozers (or equivalent)
- 1 EA: Water Truck
- 1 EA: CAT 815 Compactor (or equivalent)
- 1 EA: Smooth Drum Roller
- 1 EA: Padfoot Roller
- Miscellaneous Support Equipment

May 6, 2020

RE: 4X Construction Group LLC

Reviewed balance sheet upon request.

Please contact us if you have any further questions.

Sincerely,

Keith Ruf
Member

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, Texas 76063
817-779-3290

**UNANIMOUS WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF THE MANAGERS OF 4X CONSTRUCTION GROUP, LLC**

February 4, 2013

The undersigned, being all of Managers of 4X Construction Group, LLC, a Delaware limited liability company ("the Company"), individually and collectively consent, by this writing, to take the following action, to adopt the following resolutions, and to transact the following business of the Company.

RESOLVED, that the Managers of the Company, be and each of them hereby are, authorized to execute and sign on behalf of the company bidding proposals, contracts, change orders as necessary for the execution of business of the company.

Ron Julian, Manager

Jeffery Parrish, Manager

Keith Ruf, Manager

# KEITH RUF, P.E.

## EXPERIENCE

Jan. 2013 – Current 4X Construction Group, LLC Mansfield, TX

*Member*

- Assemble price and technical proposals
- Responsible for the pursuit and negotiation of future contracts

2004 - 2013 T.J. Lambrecht Construction Joliet, IL

*Senior Estimator, Chief Estimator, Vice President - Engineering*

- Assembled price and technical proposals for projects to $ 100MM
- Managed a team of estimators
- Company officer responsible for the pursuit and negotiation of future contracts

1995 – 2003 Sunny Slope Grading, Inc. New Berlin, WI

*Proejct Manager / Estimator*

- Managed multiple ongoing small to mid-sized site development and highway construction projects
- Estimated small to mid-size site development and highway construction projects

1998 - 1994 Mann Brothers, Inc. Elkhorn, WI

*Heavy Equipment Operator / Grade Foreman*

- Operated Heavy Earthmoving Equipment
- Managed Crews and performed layout staking ahead of operations

## EDUCATION

1998-2004 University of Wisconsin-Milwaukee

- Bachelor of Science-Engineering

KEITH.RUF@4XCONSTRUCTION.COM

2583 GLENCOE ST. • DENVER, CO 802047 • 815-671-9674

# JEFF PARRISH

## EXPERIENCE

Jan. 2013 – Current 4X Construction Group Mansfield, TX

*Member*

- Manager - Administrative Processes

Mar. 2005 – Dec. 2012 T.J. Lambrecht Construction Euless, TX

*Sr. Project Manager*

- Oversaw Project Managers / Engineers of the Company's Southwest Division
- Provided Management Oversight for all Phases of the Construction Process which included, but were not limited to:
  - Field Coordination
  - Subcontractor Coordination
  - Developing Cost-Effective Plans and Schedules
  - Maintaining Strict Adherence to Quality Guidelines and Safety Standards
  - Owner – General Contractor Relations

Aug. 1999 – Mar. 2005 Zachry Construction Corp. San Antonio, TX

*Project Controls Representative / Manager*

- Liaison of the Project Manager and the Technical Disciplines on the Project
- Duties included, but were not limited to:
  - Cost / Revenue Forecasts
  - Maintaining Accurate Job Cost Data
  - Change Management
  - Documentation Control
  - Material Procurement and Submittals
  - Subcontract Coordination

## EDUCATION

Aug. 1994 – May 1999 Texas A&M University College Station, TX

- Bachelor of Science

JEFF.PARRISH@4XCONSTRUCTION.COM

1281 SHADY OAKS CIRCLE • GLEN ROSE, TX 76043 • 817-875-2614

# RON JULIAN

## EXPERIENCE

Jan. 2013 – Current 4X Construction Group, LLC Mansfield, TX

*Member*

- Resonsibilities include over-seeing Field Operations
- Manage Equipment Fleet

June 1979 – Dec. 2012 T.J. Lambrecht Construction Joliet, IL / Euless, TX

*Operations Manager, Southwest Division*

- Began my Career with TJL in 1979 in the Maintenance Department. Over the years, I worked my way through all aspects of Equipment Management including, but not limited to:
  - Procurement
  - Fleet Management and Maintenance
  - Resource Allocation
- In 2002, my Responsibilities expanded to assisting with the Southwest Division Construction Operations, while maintaining my duties as the Southwest Equipment Manager. Through the years, I have transitioned more towards Operations to a point where I am now the Operations Manager of the Southwest Division. My current duties include, but are not limited to:
  - Direct and Coordinate Construction Projects
  - Ensure Projects Meet Construction Quality and Safety Guidelines
  - Ensure Projects Come in Within Budget and Schedule
  - Supervise Management Personnel
- Over my 34 year career, I have gained experience and knowledge of all aspects of the Construction Industry

## EDUCATION

1983-1984 Wyoming Technical Institute Laramie, WY

- Associates Degree in Diesel Technology

RON.JULIAN@4XCONSTRUCTION.COM

99 REGENCY PARKWAY, SUITE 303 • MANSFIELD, TX 76063 • 817-779-3290

# WILLIAM WATSON

## EXPERIENCE

March 2014 – Current  4X Construction Group, LLC  Mansfield, TX

*Supervisor*

- Responsibilities include supervision of all areas of landfill construction. :
  - Charter Landfill in Odessa, TX
  - Orla Landfill in Orla, TX
  - Camino Landfill in Sunland, New Mexico
  - Hohn Landfill in Nordheim, TX
  - Big Lake Facility in Big Lake, TX
  - Reeves County Landfill in Pecos, TX

## EDUCATION

Graduated 2010  Tarleton State University  Stephenville, TX

- Bachelors in Criminal Justices
- Minor in Political Science

HUNTER.WATSON@4XCONSTRUCTION.COM

99 REGENCY PARKWAY, SUITE 303 • MANSFIELD, TX 76063 • 817-779-3290

## CERTIFICATIONS

CHSO—Construction
SHEP
Environmental Compliance
SHERM
Pollution Prevention and Lean Principles
OSHA 500 Train the Trainer
OSHA 510 Standards for Construction Industry
TEEX—Roadway Flagger
OSHA 3015 Trenching Excavation and Soil Mechanics
OSHA 3115 Fall Protection
OSHA 3095 Electrical Standards
OSHA 2264 Confined Space - Permit
OSHA 521 Industrial Hygiene
OSHA 2015 Hazardous Materials
OSHA 511 Standards for General Industry
CPR/First Aid Instructor
MSHA Miner Training Part 46

## REFERENCES

**Holger Kelly**
Imperial Construction
(817) 996-2985

**Ron Julian**
4X Construction
(817) 779-3290

**Dwayne Smith**
LBJ Express
(512) 289-6176

STC
Safety Training & Compliance

# Javier Morales, CHSO

## Safety Consultant - Bilingual (Spanish)

### WORK EXPERIENCE

**STC LLC.** **2018-Present**
Occupational Safety and Health Consultant

**TEXO** **2017-2018**
Safety Specialist

**Cummings Electric** **2015-2016**
Electrician and Safety Coordinator

### MAJOR SAFETY RESPONSIBILITIES

- Development and enforcement of site specific safety plans
- Regular site safety auditing, development and implementation of corrective action plans
- Accident, incident and near miss investigation and root cause analysis
- Conducting preconstruction safety meetings and site safety interventions
- Conducting employee safety training.
- Coordinating with subcontractors for safety review of critical operations. (Crane operations, steel erection, roofing work, scaffolding erection, etc.)
- Evaluating safety and health management performance of Superintendents and Sub-Contractors

### RELEVANT PROJECT EXPERIENCE

**Dickie Arena Garage**
Location: Fort Worth, Texas
Project Role: Safety Consultant

**Cook Children's Hospital**
Location: Fort Worth, Texas
Project Role: Safety Consultant

### INDUSTRIES SERVICED

General Contractors
Heavy Civil Construction
Utility Contractors
Electrical Contractors
Glass Glazing Contractors
MSHA Surface Mining Contractors
Landfill Contractors
Excavation Contractors
Demolition Contractors
Earth Retention and Soil Stabilization Construction
Drywall Contractors
Tilt Wall Construction
Steel Erection Contractors
HVAC and Mechanical Contractors

# Falcon Environmental Lining Systems, Inc.

P.O. Box 4306 Odessa, TX 79760
5200 Johnson Rd. Odessa, TX 79764

Phone 432 – 366-2611
Fax 432 – 366-2999

**5/5/2020**

## PARTIAL EXPERIENCE RECORD OF COMPLETED INSTALLATIONS

### 4X CONSTRUCTION GROUP LLC

Keith Ruf
99 Regency Parkway
Suite 303
Mansfield, TX 76063
817/505-7488

2019 — MAVERICK CO. EL INDIO LANDFILL C3
322,350 sq. ft. 60 mil HD Smooth
56,600 sq. ft. 60 mil HD Textured
378,950 sq. ft. Reinforced GCL
322,350 sq. ft. 1-Sd 8 oz. Geocomposite
56,600 sq. ft. 2-Sd 8 oz. Geocomposite

### AEP/WTU OKLAUNION POWER STATION

Mr. Randy Chapman
12567 FM Road 3430
Vernon, Texas 76384
940/886-2740
Cell 940/886-8660

2001 — POND LINER POND #11
1,458,266 sq. ft. 60 mil HD Smooth
328,500 sq. ft. Geotextile 8 oz.

2002 — POND LINER PONDS #8, 9, & 10
3,011,954 sq. ft. 60 mil HD Smooth
657,000 sq. ft. Geotextile 8 oz.

2003 — POND LINER POND #2
1,622,880 sq. ft. 60 mil HD Smooth
355,500 sq. ft. Geotextile 8 oz.

2008 — POND LINER POND #3
1,182,510 sq. ft. 60 mil HD Conductive Sm.
342,297 sq. ft. 8 oz Geotextile

2009 — POND LINER POND #4
1,304,100 sq. ft. 60 mil HD Conductive Sm.
243,000 sq. ft. 8 oz. Geotextile

2010 — POND LINER PONDS #12, #13
1,233,844 sq. ft. 60 mil HD Conductive Sm.

2011 — POND LINER PONDS #1, #5
2,796,570 sq. ft. 60 mil HD Conductive Sm.

**ABILENE ENVIRONMENTAL LANDFILL**

Mr. Roy Knowles
P.O. Box 3252
Abilene, TX 79604-3252
325/668-8327

| | |
|---|---|
| | JONES COUNTY SOLID WASTE |
| | LANDFILL CELL #1 |
| 2015 | 172,960 sq. ft. 60 mil HD Smooth |
| | 76,970 sq. ft. 60 mil HDT Textured |
| | 25,800 sq. ft. Geotextile |
| | 172,960 sq. ft. 1-Sd. Geocomposite |
| | 76,970 sq. ft. 2-Sd. Geocomposite |
| 2014 | CELL 1-2B |
| | 114,153 sq. ft. 60 mil HDPE Smooth |
| | 114,153 sq. ft. S-Sd. Geocomposite |
| | 44,890 sq. ft. 60 mil HDPE Textured |
| | 44,890 sq. ft. Dbl.-Sd. Geocomposite |
| | 11,997 sq. ft. 12 oz. Geotextile |

**J.D. ABRAMS, L.P.**

Mark DeHarde
1171 Larry Mahan
El Paso, Texas 79925
915/593-7393

| | |
|---|---|
| | CITY OF EL PASO – CLINT LANDFILL |
| 2004 | 822,847 sq. ft. 60 mil HD Smooth |
| | 97,641 sq. ft. 60 mil HD Textured |
| | 898,288 sq. ft. 8 oz. FabriNet. 2-sided |
| | 800,646 sq. ft. Non-reinforced GCL |
| | 97,641 sq. ft. Reinforced GCL |
| | 36,000 sq. ft. Geotextile 8 oz. |

**AMERICAN COTTON GROWERS**

Gerald Gohlke
P.O. Box 430
Littlefield, TX 79339
806/385-6401

| | |
|---|---|
| | LAGOON LINERS |
| 2005 | 630,000 sq. ft. 60 mil HD Smooth |
| 2006 | 105,609 sq. ft. 60 mil HD Smooth |

**BEAVERS CONSTRUCTION COMPANY**

Mr. Skipper Beavers
P. O. Box 149
Bowie, Texas 76230
940/872-3822

| | |
|---|---|
| | CITY OF WICHITA FALLS |
| 1998 | LANDFILL CELL 13 & CAP |
| | 378,630 sq. ft. 60 mil HD Smooth |
| | 378,630 sq. ft. 60 mil HDT |
| | 490,086 sq. ft. 40 mil LLD |
| | 464,796 sq. ft. Geocomposite |
| | 420,390 sq. ft. Geotextile |
| | CITY OF WICHITA FALLS |
| 2001 | LANDFILL CELL 1 |
| | 608,580 sq. ft. HD Smooth |

| | | |
|---|---|---|
| | | 46,800 sq. ft. HDT 2-sided<br>605,500 sq. ft. Geocomposite 8 oz. 1-sided<br>63,747 sq. ft. Geotextile 8 oz. |
| | 2002 | CITY OF GARLAND LANDFILL CELL 2<br>649,806 sq. ft. 60 mil HD Smooth<br>60,853 sq. ft. 60 mil HDT Textured<br>684,979 sq. ft. Geocomposite 2-sided<br>97,200 sq. ft. Geotextile |
| **C.F. JORDAN COMMERCIAL, L.P.** | | |
| 7700 C.F. Jordan Drive<br>El Paso, TX 79912 | 2006-2007 | AFTON GENERATING STATION PONDS<br>348,300 sq. ft. 80 mil HD Smooth<br>371,925 sq. ft. 40 mil HD Smooth<br>351,000 sq. ft. Hypernet |
| **CRA ENVIRONMENTAL SERVICES** | | |
| Mr. Shawn Cooper<br>13431 Cullen Blvd.<br>Houston, Texas 77047<br>713/734-3090 | 1998 | CITY OF LAREDO LANDFILL<br>CELLS 9 & 10<br>292,056 sq. ft. 60 mil HDPE<br>292,056 sq. ft. CETCO GCL<br>242,761 sq. ft. Geonet<br>260,761 sq. ft. Geotextile<br>49,295 sq. ft. Geocomposite |
| | 2000 | CITY OF PECOS LANDFILL<br>284,130 sq. ft. 60 mil HD Smooth<br>105,300 sq. ft. 60 mil 2-Sided HD Textured |
| | 2001 | CITY OF SNYDER, TX LANDFILL<br>CELLS 2B & 2C<br>65,097 sq. ft. 60 mil Smooth **GUNDSEAL**<br>138,654 sq. ft. 60 mil Textured **GUNDSEAL**<br>141,084 sq. ft. 2-Sided Geocomposite<br>65,518 sq. ft. 1-Sided Geocomposite |
| | 2001 | WILLIAMS ENERGY MITCHELL #1<br>BRINE POND McPHERSON, KS<br>298,200 sq. ft. HyperNet/Geonet<br>313,950 sq. ft. 40 mil HD Smooth<br>141,750 sq. ft. 60 mil HD Smooth<br>169,650 sq. ft. 2-Sided **HDW TEXTURED** |

**CHARTER WASTE MANAGEMENT, INC.**

Mr. Roy Knowles
12035 W. Murphy
Odessa, Texas 79763
325/668-8327

LANDFILL SUBTITLE D ODESSA, TX.
CELL # 1
224,322 sq. ft. 60 mil HDPE & HDT
224,322 sq. ft. 15 mil & 30 mil GUNDSEAL

CELLS #2 - #3
464,052 sq. ft. 60 mil HDPE
464,052 sq. ft. 15 mil Smooth GUNDSEAL
145,612 sq. ft. 60 mil HDT
145,000 sq. ft. 30 mil Textured GUNDSEAL
189,549 sq. ft. Geotextile 16 oz.
322,472 sq. ft. Geocomposite

CELLS #4,5,6,7,8,9

1996-2002
1,675,307 sq. ft. 60 mil HDPE
1,675,307 sq. ft. 15 mil & 30 mil GUNDSEAL
1,082,558 sq. ft. Geocomposite
592,749 sq. ft. Geotextile

2004-2007
625,000 sq. ft. 60 mil HDPE
310,000 sq. ft. Geocomposite
625,000 sq. ft. 15 mil GUNDSEAL

**CHEVRON PIPE LINE**

Mr. Tracy Long
1426 County Road 135
Roscoe, Texas 79545
325/766-3656

COAHOMA STATION, BIG SPRING, TX.
198,891 sq. ft. 60 mil HDPE
101,145 sq. ft. Geotextile16 oz.
98,323 sq. ft. Geonet

**CITY OF ALBUQUERQUE, NEW MEXICO**

Camp, Dresser & McKee, Inc.
903/654-4888

CERRO COLORADO MUNICIPAL LANDFILL
511,695 sq. ft. 60 mil HDPE & HDT

SECTOR 2
197,000 sq. ft. HDPE
37,000 sq. ft. HDT

**CITY OF AMARILLO, TEXAS**

Vista Environmental Services Co.
John F. Drake

CELL 4, PHASE 7 LANDFILL
86,940 sq. ft. HDPE Smooth

| | | |
|---|---|---|
| P.O. Box 1072<br>Canyon, TX 79015-1072<br>806/655-8461 | 2004-2005 | 618,116 sq. ft. 60 mil Textured<br>716,558 sq. ft. GCL sq. ft.<br>687,300 sq. ft. Geocomposite 8 oz. 2-Sd. |

**CITY OF BROWNSVILLE, TEXAS**

| | | |
|---|---|---|
| 700 S. Joe Colunga<br>Brownsville, Texas 78520<br>Inspector: Raba Kistner Engineer, Consultants<br>Edwardo Choquis<br>210/699-9090 Ext. 238 | 1999 | BROWNSVILLE LANDFILL 1 AREA 3<br>365,923 sq. ft. 60 mil HDPE Smooth<br>38,250 sq. ft. 60 mil HD Textured<br>374,907 sq. ft. Geocomposite<br>CONSTRUCTION CHIMNEX DRAINS |

**CITY OF CORPUS CHRISTI, TEXAS**

| | | |
|---|---|---|
| P.O. Box 9277<br>Corpus Christi, Texas 78469<br>Inspector: Trinity Testing<br>Edward Vasquez<br>361/854-4774 | 1999 | J.C. ELLIOTT LANDFILL EXPANSION<br>SECTOR 8 LINER IMPROVEMENTS<br>41,089 sq. yds. 60 mil HDPE Smooth<br>5,041 sq. yds. 60 mil HD Textured<br>9,334 sq. yds. Geocomposite<br>4,800 sq. yds. Geotextile |
| Shiner Moseley and Associates<br>555 N. Carancahua, Suite 1650<br>Jon M. Reinhard<br>Corpus Christi, Texas 78478<br>361/880-3500 | 2005 | J.C. ELLIOTT LANDFILL LINER<br>SECTOR 8 LINER & FINAL CAP<br>378,000 sq. ft. 60 mil HDPE Smooth<br>128,700 sq. ft. 60 mil HD Textured<br>505,575 sq. ft. Ultraflex VF<br>994,845 sq. ft. Geocomposite 6 oz. 2-Sd<br>36,000 sq. ft. Geotextile |
| | 2005 | SECTOR 11 LINER & FINAL CAP<br>381,600 sq. ft. 60 mil HD Smooth<br>98,100 sq. ft. 60 mil HD Textured<br>86,400 sq. ft. 40 mil LLDPE Textured<br>406,215 sq. ft. 40 mil LLDPE Smooth<br>180,090 sq. ft. 6 oz. 2-Sd. Geocomposite |

**CITY OF CORPUS CHRISTI, TEXAS**

| | | |
|---|---|---|
| Shiner Moseley and Associates<br>Jon M. Reinhard<br>555 N. Carancahua, Suite 1650<br>Corpus Christi, Texas 78478<br>361/880-3500 | 2006 | CEFE F. VALENZUELA LANDFILL<br>SECTOR 3D CELLS & EVAPORATION PONDS<br>1,297,800 sq, ft. 60 mil HDPE Smooth<br>46,800 sq. ft. 60 mil HD Textured 2-Sd. |

| | | |
|---|---|---|
| | | 687,010 sq. ft. Geocomposite 6 oz.<br>76,500 sq. ft. Geotextile 12 oz. |
| | 2009 | CEFE F.VALENZUELA LANDFILL<br>SECTOR 4B CELL<br>580,950 sq. ft. 60 mil HDPE Smooth<br>76,950 sq. ft. 60 mil HD Textured<br>666,000 sq. ft. 2-Sd. Geocomposite<br>99,000 sq. ft. 12 oz. Geotextile |
| **CITY OF CORSICIANA, TEXAS**<br>Larry Murray<br>200 N. 12th Street<br>Corsicana, Texas 75110<br>903/654-4888 | 1995-1999 | CITY OF CORSICIANA LANDFILL<br>1,250,000 sq. ft. 60 mil HDPE Smooth<br>2,250,000 sq. ft. Geocomposite &<br>Geotextile |
| | 2005 | 239,400 sq. ft. 60 mil HDPE Smooth<br>58,500 sq. ft 60 mil HD Textured 2-Sd<br>280,140 sq. ft. Geocomposite 6 oz. 2-Sd. |
| **CITY OF ENID, OKLAHOMA**<br>Sanitation Department<br>Enid, Oklahoma | | ENID LANDFILL CELL 9-D<br>188,370 sq. ft. 60 mil HD Smooth<br>188,370 sq. ft. Geotextile 16 oz. |
| **CITY OF LUBBOCK, TEXAS**<br>Parkhill, Smith & Cooper<br>Holly Holder<br>4222 85th Street<br>Lubbock, Texas 79423<br>806/473-2200 | 2001 | WEST TEXAS REGIONAL LANDFILL<br>CELL 1-B<br>550,620 sq. ft. 60 mil HD Smooth<br>189,000 sq. ft. 60 mil 2-Sided HD Textured<br>701,008 sq. ft. 2-Sided Composite 8 oz.<br>189,000 sq. ft. Bentomat ST<br>549,000 sq. ft. Claymax 200R |
| | 2003 | CELL 2<br>887,616 sq. ft. 60 mil HD Smooth<br>427,262 sq. ft. 60 mil HDT Textured<br>890,688 sq. ft. Non-Reinforced GCL<br>427,422 sq. ft. Reinforced GCL<br>1,315,658 sq. ft. Geocomposite |
| Brown, McKee, Inc.<br>J. L. McKee | 2001 | CITY OF LUBBOCK AIRPORT<br>POND LINER FOR TRAINING FACILITY |

| | | |
|---|---|---|
| P.O. Box 3279<br>Lubbock, Texas 79452<br>806/745-4511 | | 47,250 sq. ft. **HD CONDUCTIVE**<br>21,000 sq. ft. HyperNet Geonet<br>45,063 sq. ft. Geotextile 10 oz. |
| **CITY OF MIDLAND, TEXAS**<br>Kay Snyder<br>Midland, Texas 79701<br>432/685-7262 | | LINE RAW WATER POND<br>901,000 sq. ft. 60 & 40 mil HDPE |
| | 1999 | LANDFILL LINER<br>581,000 sq. ft. 60 mil HDPE<br>27,000 sq. ft. 60 mil HDT<br>581,000 sq. ft. 15 mil Smooth **GUNDSEAL**<br>27,000 sq. ft. 30 mil Textured **GUNDSEAL**<br>610,000 sq. ft. Geocomposite |
| | | LAGOON<br>997,500 sq. ft. 30 mil HDPE<br>168,000 sq. ft. 40 mil HDPE<br>217,500 sq. ft. 8 oz. Geotextile Ballasting System |
| | 2001 | LANDFILL PIT 3, PHASE 2<br>463,680 sq. ft. 60 mil HDPE<br>217,305 sq. ft. 60 mil HD Textured<br>641,200 sq. ft. 8 oz. 2-Sided Composite<br>181,125 sq. ft. 30 mil Textured **GUNDSEAL**<br>448,245 sq. ft. 15 mil Smooth **GUNDSEAL** |
| | 2009 | LANDFILL PIT 2<br>549,800 sq. ft. 60 mil HDPE Smooth<br>69,604 sq. ft. HD Textured<br>615,239 sq. ft. GCL<br>615,239 sq. ft. 2-Sd. Geocomposite |
| **CITY OF SAN ANGELO, TEXAS**<br>Attn: Operations<br>72 W. College Ave, 2nd Floor<br>San Angelo, Texas 76903<br>325/657-4205 | | CONTRACT 1 EFFLUENT RESERVOIRS<br><br>6,991,129 sq. ft. 60 mil HDPE |
| Biggs & Mathews | | LANDFILL CELL 11A |

| | | |
|---|---|---|
| David Clark<br>817/223-5784 | 2014 | 289,800 sq. ft. 60 mil HDPE Smooth<br>23,400 sq. ft. 60 mil HDPE Textured<br>287,625 sq. ft. S-Sd. Geocomposite<br>20,700 sq. ft. Dbl.-Sd. Geocomposite<br>317,775 sq. ft. GCL<br>27,000 sq. ft. 16 oz. Geotextile |

**CITY OF SNYDER, TEXAS**

| | | |
|---|---|---|
| Freese Nichols<br>Fort Worth, Texas 76109-4895<br>817/735-7492 | | LANDFILL CELL 1<br>250,000 sq. ft. 60 mil GUNDSEAL<br>250,000 sq. ft. Geocomposite |
| Biggs & Mathews<br>David Clark<br>817/223-5784 | 2013 | LANDFILL CELL 2<br>411,810 sq. ft. 60 mil GUNDSEAL Smooth<br>96,510 sq. ft. 60 mil GUNDSEAL Textured<br>411,810 sq. ft. S-Sd. Geocomposite<br>96,510 sq. ft. Dbl.-Sd. Geocomposite |

**CUNNINGHAM CONSTRUCTORS & ASSOC., INC.**

| | | |
|---|---|---|
| Mike Cunningham<br>P.O. Box 2237<br>Georgetown, Texas 78627 | 2001 | CITY OF CRANE WWTP<br>646,370 sq. ft. 60 mil HDPE<br>646,370 sq. ft. Geotextile 10 oz. |

**DARNELL CONSTRUCTION LLC**

| | | |
|---|---|---|
| | 2019 | IRAAN WWTP<br>207,616 sq. ft. 60 mil HDPE Smooth<br>207,616 sq. ft. 20 oz. Geotextile |

**D.E. RICE CONSTRUCTION**

| | | |
|---|---|---|
| Kenny Purcell<br>P.O. Box 3344<br>Borger, Texas 79008<br>806/274-7187 | | COLORADO RIVER MUNICIPAL WATER DISTRICT TERMINAL STORAGE RESERVOIR FOR O.H. IVIE PUMP<br>618,000 sq. ft. 60 mil HDPE Smooth<br>332,000 sq. ft. 60 mil HD Textured |
| | 1998 | CITY OF LUBBOCK, TEXAS LANDFILL<br>398,087 sq. ft. 60 mil HDPE Smooth<br>347,342 sq. ft. HD Textured<br>681,546 sq. ft. CETCO GCL<br>717,528 sq. ft. Geocomposite |
| Inspectors: | 2000 | CITY OF WICHITA FALLS, TEXAS<br>LANDFILL CELL CAP #12, CELL #14 |

| | | |
|---|---|---|
| LandTec Engineers<br>5450 E. Loop 820 South<br>Ft. Worth, Texas 76119<br>Ray Campbell<br>817/572-3627<br><br>Mobile: 817/313-0923 | | CELL:<br>291,519 sq. ft. 60 mil HDPE Smooth<br>15,420 sq. ft. 60 mil HD Textured<br>306,939 sq. ft. Geocomposite<br><br>CAP:<br>542,142 sq. ft. 40 mil VFPE<br>468,729 sq. ft. Geotextile 6 oz.<br>86,022 sq. ft. Geocomposite |
| | 2000 | SANTA FE LAKE CAP CLOVIS, NM<br>289,800 sq. ft. 60 mil HD Smooth<br>299,040 sq. ft. 10 oz.1-Sided FabriNet |
| | 2004 | CITY OF DUMAS, TX WWTP<br>912,870 sq. ft. 60 mil HD Smooth<br>27,000 sq. ft. Geotextile 10 oz. |
| | 2005 | CONOCO/PHILLIPS PHILTEX PLANT<br>85,926 sq. ft. 100 mil HD Smooth |
| | 2006 | XCEL CUNNINGHAM STATION<br>478,327 sq. ft. 60 mil HD Smooth<br>130,227 sq. ft. 16 oz. Geotextile |
| | 2008 | CITY OF ROSWELL LANDFILL CAP<br>805,000 sq. ft. CETCO Reinforced GCL |
| | 2013 | CITY OF LAMESA LANDFILL CELL 4<br>149,708 sq. ft. 60 mil HDPE Smooth<br>36,619 sq. ft. 60 mil HDPE Textured<br>186,327 sq. ft. GCL<br>186,327 sq. ft. 8 oz. 2-Sd. Geocomposite |
| | 2017 | PHILLIPS 66 WRB REFINING, LP<br>2,444,000 sq. ft. 60 mil HDPE Smooth<br>Black/White Conductive<br>1,222,000 sq. ft. 8 oz. 1-Sided Geocomposite<br>1,222,000 sw. ft. Geonet |
| **ELECTRICIDAD PARA EL PROGESO CFE**<br>Aldolfo Rodriguez<br>Torreon, Mexico | | L-1 & L-2 LAGOON<br>2,184,472 sq. ft. 60 & 30 mil HDPE |

001/52-5545-2478

**ENVIRONMENTAL SPECIALTIES INTERNATIONAL, INC.**

7949 Pecue Lane, Suite A
Baton Rouge, LA 70809

Biggs & Mathews
David Clark
817/223-5784

2015

FREDERICKSBURG LANDFILL CELL 7
220,500 sq. ft. 60 mil HDPE Smooth
45,800 sq. ft. 60 mil HDPE Textured
268,000 sq. ft. GCL
268,000 sq. ft. Geocomposite

**FORNEY POWER PLANT**

Richard Drake Construction Co.
Reggie Horton
6290 Hwy. 271 N.
Powderly, Texas 75473
972/564-9910

2002

POND LINER AND WATER CONTAINMENT CURTAIN
521,640 sq. ft. 60 mil HD Smooth
201,600 sq. ft. Nom HD Smooth
518,292 sq. ft. Geotextile 16 oz.

**FCS CONSTRUCTION**

Curtis Davee
P.O. Box 190829
Dallas, TX 75219
469/576-1205

2014

DILWORTH LANDFILL CELL 4A
BLACKWELL, OK
190,908 sq. ft. 60 mil HDPE Textured
185,395 sq. ft. 8 oz. Geotextile

2018

CITY OF CORPUS CHRISTI
CEFE F. VALENZUELA LANDFILL
SECTOR 3
1,361,745 sq. ft. 60 mil HDPE Smooth
70,546 sq. ft. 60 mil HDPE Textured
1,416,781 sq. ft. GCL
1,361,745 sq. ft. 1-Sd. 8 oz. Geocomposite
55,036 sq. ft. 2-Sd. 8 oz. Geocomposite

**HAMMETT EXCAVATION, INC.**

Galon Hammett
1545 CR 2917
Dodd City, TX 75438
903/271-3906

2013

CITY OF DALLAS McCOMMAS BLUFF CELL 6D1
667,121 sq. ft. 60 mil HDPE Textured
630,896 sq. ft. Dbl-Sd 8 oz. Geocomposite
72,000 sq. ft. 8 oz. Geotextile

2016

CELL 6B1 & 6D2
1,345,650 sq. ft. 60 mil HDPE Textured
1,352,835 sq. ft. Geocomposite
153,000 sq. ft. Geotextile

| | | |
|---|---|---|
| | 2019 | CELL 6B2 & 7<br>2,262,920 sq. ft. 60 mil HDPE Textured<br>2,262,920 sq. ft. Dbl-Sd 8 oz. Geocomposite |
| **HUGHES CONSTRUCTION COMPANIES** | | |
| Russ Larson<br>900 N. Redwood Road<br>North Salt Lake City, Utah 84054<br>801/292-1411 | | SALT LAKE CITY INTERNATIONAL AIRPORT SURPLUS CANAL LINER<br>466,785 sq. ft. 100 mil HDPE |
| **HUNTSMAN POLYMERS CORPORATION** | | |
| Tom Hoggard<br>P.O. Box 3986<br>Odessa, Texas 79760<br>432/640-8916 | 1998 | BRINE PONDS<br>1,237,756 sq. ft. 40 mil HDPE<br>1,220,506 sq. ft. 60 mil HDPE<br>1,302,404 sq. ft. Geotextile 16 oz.<br>614,859 sq. ft. 60 mil HDC |
| | 2000 - 2002 | 322,200 sq. ft. 60 mil HD WHITE CONDUCTIVE<br>322,200 sq. ft. Geotextile 16 oz. |
| **JAMES INDUSTRIAL CONSTRUCTORS** | | |
| Keith Coleman<br>P.O. Box 77760<br>Baton Rouge, Louisiana<br>70879-7760<br>225/753-5715 | 2000 | ODESSA POWER PLANT POND LINERS<br>565,110 sq. ft. 60 mil HD Smooth<br>299,880 sq. ft. 30 mil HD Smooth<br>565,110 sq. ft. Geotextile 16 oz. |
| **L.A. FULLER & SONS CONSTRUCTION, LTD.** | | |
| | 2006 | XCEL ENERGY-NICHOLS STATION POND 18<br>376,740 sq. ft. 60 mil HD Smooth<br>97,875 sq. ft. 40 mil HD Smooth<br>270,000 sq. ft. 8 oz. Geotextile<br>76,500 sq. ft. Geonet |
| **L.D. KEMP EXCAVATING, INC.** | | |
| Mike Brackney<br>5409 Denton Hwy.<br>Ft. Worth, Texas 79031<br>817/281-4470 | 2002 | CITY OF DENTON LANDFILL PHASE II<br>491,625 sq. ft. 60 mil HD Smooth<br>135,240 sq. ft. 60 mil HD Textured<br>529,105 sq. ft. 1-Sided Geocomposite 8 oz.<br>97,875 sq. ft. 8 oz. 2-Sd. Geocomposite |
| | 2006 | CITY OF EL PASO – CLINT LANDFILL |

PHASE I, CELLS 3-6
1,479,517 sq. ft. 60 mil HD Smooth
237,425 sq. ft. 60 mil HDT Textured
1,479,517 sq. ft. Non-Reinforced GCL
244,077 sq. ft. Reinforced GCL
1,479,517 sq. ft. 8 oz. 1-Sd. Geocomposite
237,425 sq. ft. 8 oz. 2-Sd. Geocomposite

2013 CITY OF PLAINVIEW LANDFILL
SECTOR 2 CELL C
364,600 sq. ft. 60 mil HDPE Smooth
364,600 sq. ft. GCL

2014 CITY OF GARLAND, TX- HINTON
LANDFILL CELL 6
705,000 sq. ft. 60 mil HDPE Smooth
52,000 sq. ft. 60 mil HDPE Textured
706,300 sq. ft. S-Sd. Composite
50,800 sq. ft. Dbl.-Sd. Composite
12,000 sq. ft. Geotextile

2016 CITY OF GARLAND – HINTON
LANDFILL CELL 7
714,090 sq. ft. 60 mil HDPE Smooth
47,850 sq. ft. 60 mil HDPE Textured
701,400 sq. ft. 1-Sd. Geocomposite
98,250 sq. ft. 2-Sd. Geocomposite

2018 CITY OF BROWNFIELD LANDFILL
CELL 2
131,800 sq. ft. 60 mil HDPE Smooth
21,000 sq. ft. 60 mil HDPE Textured
152,800 sq. ft. GCL
152,800 sq. ft. 8 oz. 2-Sd. Geocomposite

**LAGUNA CONSTRUCTION CO., INC.**
Bob Wells
P.O. Box 206
Laguna, New Mexico 87026
505/552-6003

2001 BLACK ROCK DAM RENOVATION
246,330 sq. ft. 60 mil HD Smooth

**LOCO HILLS GSF**

Mitchel Johnson
1231 Old Annetta Road
Aledo, Texas 76008

2006

BRINE POND LINER
202,000 sq. ft. 60 mil HD Smooth
202,000 sq. ft. 40 mil HD Smooth
202,000 sq. ft. Geocomposite

**LONGHORN EXCAVATORS, INC.**

Jack Parker
8653 fm 2759
Richmond, TX 77449

2008

CITY OF CORPUS CHRISTI
CEFE F. VALENZUELA LANDFILL
SECTOR 4A
327,600 sq. ft. 60 mil HD Smooth
567,065 sq. ft. 6 oz. FabriNet XL4 2-Sd.
64,152 sq. ft. 12 oz. Geotextile
105,300 sq. ft. 60 mil HD Textured 2-Sd.

**MACK ENERGY CORPORATION**

Matt Buckles
11344 Lovington Highway
Artesia, NM 88210

2017

NE OF LOCO HILLS, NM POND
178,966 sq. ft. 60 mil HDPE Smooth
89,483 sq. ft. 200 mil Geonet
89,483 sq. ft. 16 oz. Geotextile

**R.E. MONKS CONSTRUCTION CO., LLC**

Adam Dilg
8355 Vollmer Road
Black Forest, CO 80908
719/510-0686

2018

CITY OF LUBBOCK, TX
W.TX REGION DISPOSAL LANDFILL
810,671 sq. ft. 60 mil HDPE Smooth
267,782 sq. ft. 60 mil HDPE Textured
900,143 sq. ft. GCL
873,473 sq. ft. 8 oz. 2-Sd. Geocomposite

**ONYX CONTRACTORS**

Jimmy McClelland
P.O. Box 60547
Midland, Texas 79711
432/381-2360

2001

CITY OF KINGSVILLE, TX LANDFILL
478,170 sq. ft. 60 mil HD Smooth
280,800 sq. ft. 2-Sided HD Textured
277,676 sq. ft. 2-Sided Composite 8 oz.
442,288 sq. ft. 1-Sided Composite 8 oz.
263,250 sq. ft. Bentomat ST GCL
459,000 sq. ft. Claymax 200R GCL

2014

UEP ENERGY MABEE C FRAC PIT
324,000 sq. ft. 40 mil HDPE Smooth
324,000 sq. ft. 40 mil S-Sd. HDPE Textured
648,000 sq. ft. 10 oz. Geotextile (2-layers)

**PRATER EQUIPMENT**

Mark Pirtle
P.O. Box 746
Comanche, Texas 76442
254/842-5878

1999

CITY OF AMARILLO, TX LANDFILL
CELL AREA 4 – PHASE 3
440,000 sq. ft. 60 mil HDPE
440,000 sq. ft. CETCO GCL
440,000 sq. ft. Geocomposite

**RANGER EXCAVATING, LP**

Will Lyons
5222 Thunder Creek Rd., B-1
Austin, TX 78759
512/331-5551

2015

WACO LANDFILL PHASE VI
329,570 sq. ft. 60 mil HDPE Smooth
78,780 sq. ft. 60 mil HDPE Textured
329,570 sq. ft. S-Sd. 8 oz. Geocomposite
73,830 sq. ft. Dbl.-Sd. 8 oz. Geocomposite
403,400 sq. ft. Reinforced GCL
24,000 sq. ft. 12 oz. Geotextile

**REMEDIAL CONSTRUCTION SERVICES, INC.**

Steve Birdwell
9720 Derrington
Houston, Texas 77064
281/955-2442

2000

NORIT AMERICAS, INC.
MINE TREATMENT SETTLING PONDS
3,251,625 sq. ft. 40 mil HDPE Smooth
324,000 sq. ft. 1-Sided Composite 6 oz.

2002-2003

CHEVRON REFINERY EL PASO, TX
347,760 sq. ft. 60 mil HDPE Smooth
315,900 sq. ft. 60 mil HD Textured
969,850 sq. ft. 60 mil Smooth GUNDSEAL
273,980 sq. ft. 60 mil Textured GUNDSEAL
850,425 sq. ft. 2-Sided Composite 6 oz.
985,500 sq. ft. Geotextile 8 oz.

**REPUBLIC WASTE**

Ed Rhodes
1150 Estate Dr., Suite F
Abilene, Texas 76602
325/676-4901

1998

C & T LANDFILL CAP, LINN, TEXAS
1,446,000 sq. ft. 40 mil LLDPE
1,446,000 sq. ft. CETCO GCL
1,040,000 sq. ft. Geotextile
421,200 sq. ft. Composite

SUBTITLE D CELL 3
193,808 sq. ft. 60 mil HDPE
58,800 sq. ft. 60 mil HD Textured
245,492 sq. ft. Composite
248,152 sq. ft. CETCO GCL

**REYNOLDS, INC.**

Mike Benter
6451 Germantown Rd.
Middleton, OH 45042
812/865-3232

2010 — SANDY CREEK ENERGY STATION
365,200 sq. ft. 60 mil HDPE Textured
365,200 sq. ft. 8 oz. Geocomposite 1-Sd.

**RODMAN, LLC**

Curtis Davee
P.O. Box 957
Frisco, TX 75034
469/576-1205

2005 — CITY OF WACO, TEXAS
LANDFILL PHASE IV-B
403,200 sq. ft. 60 mil HDPE Smooth
222,300 sq. ft. 60 mil HD Textured 2-Sd.
581,450 sq. ft. Geocomposite 8 oz.
22,500 sq. ft. Geotextile 12 oz.

2007 — CITY OF DALLAS, TEXAS
McCOMMAS BLUFF L.F. CELL 6-A
1,473,750 sq. ft. 60 mil HDT Textured 2-Sd.
1,422,291 sq. ft. 8 oz. Geocomposite 2-Sd.
108,000 sq. ft. 8 oz. Geotextile

2008 — CITY OF WACO, TEXAS LANDFILL
327,600 sq. ft. 60 mil HD Smooth
152,100 sq. ft. 60 mil HDT Textured 2-Sd
315,375 sq. ft. 8 oz. Geocomposite 1-Sd.
135,039 sq. ft. 8 oz. Geocomposite 2-Sd.
27,027 sq. ft. 12 oz. Geotextile

**SOUTHWEST DISPOSAL SERVICE**

Chad Williams
3300 N. A Street
Bldg. 1, Suite 232
Midland, TX 79705
432-685-0700

2010-2011 — POND LINERS- 3 PONDS
493,832 sq. ft. 40 mil HDPE Smooth
493,832 sq. ft. 60 mil HDPE Smooth
493,832 sq. ft. 2-Sd. Geocomposite
229,554 sq. ft. Geotextile

**TASWA**

David Clark
25090 Hwy. 56
Whitesboro, TX 76273
817-223-5784

2008 — TASWA LANDFILL
491,400 sq. ft. 60 mil HD Smooth
117,000 sq. ft. 60 mil HD Textured 2-Sd.
518,375 sq. ft. 8 oz. FabriNet XL4 1-Sd.
168,300 sq. ft. 8 oz. FabriNet XL7 2-Sd.
126,000 sq. ft. 8 oz. Geotextile

**TERVITA LLC (US)**

Lee Guthrie
10613 W. Sam Houston Pkwy.

LOS ANGELES, TX LANDFILL PIT 2
1,978,684 sq. ft. 60 mil HDPE Textured

| | | |
|---|---|---|
| Suite 300<br>Houston, TX 77064-4657 | 2013 | 2,026,184 sq. ft. Geocomposite<br>9,000 sq. ft. 16 oz. Geotextile |
| **TEXAS WATER & SOIL CO., INC.** | | |
| Todd Neff<br>3022 West FM 2105<br>San Angelo, TX 76901<br>325/656-9816 | 2013 | WILSON WWTP POND<br>93,456 sq. ft. 60 mil HDPE Smooth<br>88,809 sq. ft. Geotextile |
| **T.J. LAMBRECHT COMPANY** | | |
| Bob Nash<br>2603 W. Euless Blvd.<br>Euless, Texas 76040<br>817/540-1700 | 1998 | ARLINGTON LANDFILL SECTOR 2<br>983,700 sq. ft. 60 mil HDPE<br>983,700 sq. ft. Geocomposite |
| | 1998 | CITY OF FARMERS BRANCH, TX<br>CAMELOT LANDFILL CELL #1<br>530,372 sq. ft. 60 mil HDPE<br>530,372 sq. ft. Geocomposite |
| **TRASHAWAY SERVICE, INC.** | | |
| Bobby Pilkington<br>San Angelo, Texas<br>325/653-6957 | | LANDFILL SUBTITLE D<br>630,392 sq. ft. 60 mil HD Smooth<br>629,493 sq. ft. Geotextile 6 oz.<br>38,000 sq. ft. Geotextile 16 oz. |
| | 2000 | LANDFILL SUBTITLE D<br>246,330 sq. ft. 60 mil HD Smooth<br>126,000 sq. ft. 2-sided FabriNet 8 oz.<br>103,040 sq. ft. 2-Sided FabriNet 6 oz.<br>103,750 sq. ft. Claymax 200R GCL |
| | 2003 | LANDFILL SUBTITLE D<br>362,250 sq. ft. 60 mil HD Smooth<br>175,500 sq. ft. HD Textured 2-Side<br>356,845 sq. ft. 2-sided FabriNet 6 oz.<br>360,846 sq. ft. GCL |
| | 2004 | LANDFILL SUBTITLE D<br>203,770 sq. ft. 60 mil HD Smooth<br>57,561 sq. ft. HD Textured 2-Side<br>261,362 sq. ft. 2-sided FabriNet 6 oz.<br>203,770 sq. ft. CETCO 200R GCL<br>57,561 sq. ft. CETCO ST GCL |

**XCEL ENERGY SERVICES, INC**

Chris Burrier
Attn: A/P
414 Nicollet Mall, MP07
Minneapolis, MN 55401
806/378-2182

| | |
|---|---|
| | TOLK STATION POND #11<br>MULESHOE, TEXAS |
| 2002 | 565,110 sq. ft. 60 mil HD Smooth<br>94,500 sq. ft 16 oz. Geotextile |
| 2004-2005 | TOLK STATION PONDS #14 & #8<br>MULESHOE, TEXAS<br>1,154,633 sq. ft. 60 mil HDPE Smooth<br>252,000 sq. ft. Geotextile 16 oz. |
| 2007 | TOLK STATION POND #12<br>579,600 sq. ft. 60 mil HD Smooth<br>126,000 sq. ft. 16 oz. Geotextile |
| 2008 | TOLK STATION POND #10<br>579,600 sq. ft. 60 mil HD Smooth<br>126,585 sq. ft. 16 oz. Geotextile |
| 2012 | TOLK STATION NEW POND<br>1,362,060 sq. ft. 60 mil HDPE Smooth<br>607,500 sq. ft. 16 oz. Geotextile |
| 2015 | TOLK STATION POND #15<br>579,600 sq. ft. 60 mil HDPE Smooth<br>126,000 sq. ft. 16 oz. Geotextile |

Chris Burrier
P.O. Box 1261
Amarillo, TX 79105
806-378-2182

| | |
|---|---|
| | SPS NICHOLS STATION LIME SLUDGE POND |
| 2006 | 536,130 sq. ft. 60 mil HD Smooth<br>265,500 sq. ft. 16 oz. Geotextile<br>280,000 sq. ft. GUNDSEAL |
| 2007 | HARRINGTON STATION POND #9<br>246,330 sq. ft. 60 mil HD Smooth<br>97,875 sq. ft. 40 mil HD Smooth<br>144,000 sq. ft. 16 oz. Geotextile<br>99,225 sq. ft. HyperNet Geonet |
| 2008 | HARRINGTON STATION POND #8<br>277,200 sq. ft. 60 mil HD Smooth<br>117,450 sq. ft. 40 mil HD Smooth<br>159,228 sq. ft. 16 oz. Geotextile<br>107,550 sq. ft. HyperNet Geonet |

| | | |
|---|---|---|
| | 2008 | MADDOX STATION PONDS<br>HOBBS, NM<br>138,600 sq. ft. 60 mil HD Smooth<br>90,000 sq. ft. 16 oz. Geotextile |
| **UVALDE NATIONAL FISH HATCHERY**<br>Manuel<br>Uvalde, Texas<br>210/278-2419 | | 308,477 sq. ft. 40 mil HD Textured |

FALCON ENVIRONMENTAL LINING SYSTEMS, INC. HAS BEEN LINING PONDS WITH HIGH DENSITY POLYETHYLENE SINCE JANUARY, 1981. FALCON ENVIRONMENTAL LINING SYSTEMS, INC. HAS BEEN IN BUSINESS FOR 55 YEARS.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

# Office of the Secretary of State

## Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for 4X Construction Group, LLC (file number 801686598), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on November 16, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 30, 2020.

Ruth R. Hughs
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

*Come visit us on the internet at https://www.sos.texas.gov/*
Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 967250930003

041-2020

# City Council Agenda

**APPROVED**

Approved for Agenda:

City Manager's Office

**MEETING DATE:** 04/14/2020

**TO:** City Council / City Manager

**FROM:** Erika Martinez, Purchasing Manager

**SUBJECT:** Consider a motion to authorizing the City Manager or the City Manager's designee to advertise a request for bids for the Landfill Cells five (5) and six (6) Project.

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**Purpose:**

Approval of a motion authorizing the City Manager or the City Manager's designee to advertise a request for bids for the Landfill Cells Five (5) and Six (6) Project.

**Recommended City Council Action**

☒ Approve ☐ Deny ☐ Directional / Informational

**Fiscal Impact:**

Funding is not required at this time.

**Discussion:**

Please consider approval of a motion authorizing the City Manager or the City Manager's designee to advertise a request for bids for the Landfill Cells Five (5) and Six (6) Project. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider a motion authorizing the City Manager or the City Manager's designee to advertise a request for the Landfill Cells Five (5) and Six (6) Project.

MIDLAND
Solid Waste

***INTEROFFICE MEMORANDUM***

**TO:** **Erika Munoz, Purchasing Manager**

**FROM:** **Jeffery Ahrlett, Director of Solid Waste**

**SUBJECT:** **Request for bids for plans and specifications from Parkhill, Smith and Cooper for Landfill Cell 5 and 6 Project.**

**DATE:** **March 30, 2020**

**CC:** **Morris Williams Jr., Assistant City Manager**
**Regina Stephenson, General Services Director**

I am requesting the approval to go out for the request for bids for plans and specifications from the professional services agreement with Parkhill Smith and Cooper for the expansion of the City of Midland Landfill cell. We are at the point that it is necessary to begin the expansion of our next landfill cell. The expansion will create Cell 6 and a portion of Cell 5 to allow the Landfill to continue to accept waste as the current Cell 7 nears capacity. Constructing Cell 6 and a portion of Cell 5 will allow the Landfill to attach with Cell 7 and Cell 2; allowing a significant amount more of air space utilization.

This project has two phases; Design and Bid Phase - $211,915.00 and Construction Phase - $8,445,190.00. Council has previously approved these two phases and now we are ready to proceed with advertising for bids for the continuation of the project.

**City Council Meeting**

**Item Number 6**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Erika Martinez, Manager, Purchasing
**Subject:** RESOLUTION APPROVING THE SELECTION OF PARKHILL, SMITH & COOPER, INC., HDR ENGINEERING, INC., ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., JACOBS ENGINEERING GROUP INC., AND MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL

Approved for Agenda:

City Manager's Office

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**Purpose:**

Approval of a resolution selecting six (6) firms to provide on-call engineering professional services agreements on an as needed basis.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is not required at this time.

**Discussion:**

Motion 029-2020 approved a request for qualifications for professional services for On-call Engineering Services for the Utilities Department on an as-needed basis. Request for qualifications were sent to one hundred ninety-four (194) firms. We received sixteen (16) statement of qualifications. Please consider a resolution authorizing staff to select from six (6) engineering firms to provide on-call engineering services for the Utilities Department. Enprotec / Hibbs & Todd, Inc. (eHT), Freese and Nichols, Inc., HDR Engineering, Inc., Jacobs Engineering Group, Inc., Maverick Civil & Survey LLC DBA Maverick Engineering, and Parkhill Smith & Cooper (PSC) are recommended for selection. Please see the attached memo from Carl Craigo, PE, Utilities Director, for additional information.

***INTEROFFICE MEMORANDUM***

**TO:** Erika Munoz, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a resolution authorizing on-call engineering services for the Utilities Department

**DATE:** May 26, 2020

Consider a resolution authorizing the selection of Enprotec/Hibbs & Todd, Inc. (eHT), Freese and Nichols, HDR, Maverick, Jacobs, and Parkhill Smith & Cooper (PSC) as the top six choices for performance of on-call engineering support services for the Utilities Department over the next five years.

The previous authorization for on-call engineering services (approved in December 2015) expired on December 2020.

On February, 25, 2020, Council approved a RFQ to locate firms qualified to provide specialized engineering support to the Utilities Department. The areas of interest include raw water, water treatment, wastewater treatment, distribution/collection systems, SCADA, regulatory & operational support and other services specific to water and wastewater. Each of the submittals was reviewed against the areas they chose to submit. A team of personnel from the Utilities and Engineering Department then evaluated each firm for qualifications in these areas. Several of these companies demonstrated expertise in more than one area.

Six firms have been selected to provide engineering support for the Utilities Department over the next five years. As needs arise, the department will negotiate with the firm deemed most qualified in that area of the six selected to create a scope of work. If, for any reason, an agreement cannot be made as to the scope of work or any other issue, the next most qualified of the six selected will be utilized. Anytime the scope of work is anticipated to cost more than $100,000, the scope specific contract will be brought to the Council for approval and funding.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE SELECTION OF PARKHILL, SMITH & COOPER, INC., HDR ENGINEERING, INC., ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., JACOBS ENGINEERING GROUP INC., AND MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL**

**WHEREAS,** on February 25, 2020, the City Council approved Motion 029-2020 authorizing the City Manager to advertise a Request for Qualifications for on-call engineering support services ("Professional Services") for the Utilities Department; and

**WHEREAS,** Motion 029-2020 also authorized the City Manager to negotiate professional services agreements with the most qualified providers of said Professional Services; and

**WHEREAS,** the Utilities Department advertised a Request for Qualifications for said Professional Services for the Utilities Department over the next five (5) years; and

**WHEREAS,** numerous engineering firms responded to the City's Request for Qualifications; and

**WHEREAS,** after careful consideration, the Utilities Department is recommending Parkhill, Smith & Cooper, Inc., HDR Engineering, Inc., Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Jacobs Engineering Group Inc., and Maverick Civil & Survey, LLC D/B/A Maverick Engineering, Inc., as respective first choices for the performance of said Professional Services over the next five (5) years; and

**WHEREAS**, the Council finds Parkhill, Smith & Cooper, Inc., HDR Engineering, Inc., Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Jacobs Engineering Group Inc., and Maverick Civil & Survey, LLC D/B/A Maverick Engineering, Inc., to be the most highly qualified providers of such professional services based on demonstrated competence,

knowledge, and qualifications; and

**WHEREAS,** the Council finds it to be in the public interest to select Parkhill, Smith & Cooper, Inc., HDR Engineering, Inc., Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Jacobs Engineering Group Inc., and Maverick Civil & Survey, LLC D/B/A Maverick Engineering, Inc., as respective first choices for the performance of said Professional Services over the next five (5) years;

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

**SECTION ONE.** That Parkhill, Smith & Cooper, Inc., HDR Engineering, Inc., Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Jacobs Engineering Group Inc., and Maverick Civil & Survey, LLC D/B/A Maverick Engineering, Inc., are hereby selected as respective first choices for the performance of said professional services over the next five (5) years.

**SECTION TWO.** That in the event negotiations fail with any selected provider of said professional services, that other qualified engineering firms will be contacted and negotiated with regarding the performance of said professional services according to applicable rules and regulations.

**SECTION THREE.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, professional services agreements with the firms listed in Section One hereof for said Professional Services. Provided, however, that any agreement exceeding $100,000 shall not become effective until approved by the City Council.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

029-2020

# City Council Agenda

APPROVED

Approved for Agenda:
mwilliams
City Manager's Office

**MEETING DATE:** 2/25/2020

**TO:** City Council / City Manager

**FROM:** Erika Martinez, Purchasing Manager

**SUBJECT:** Consider a motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for professional services for on call engineering services for the Utilities Department; authorizing the City Manager or the City Manager's designee to negotiate professional services agreements for said services; and providing that said agreements shall not become effective until approved by the City Council.

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## Purpose:

Approval of a motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for professional services for on call engineering services for the Utilities Department; authorizing the City Manager or the City Manager's designee to negotiate professional services agreements for said services; and providing that said agreements shall not become effective until approved by the City Council.

## Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

## Fiscal Impact:

Funding is not required at this time.

## Discussion:

Please consider approval of a motion authorizing the issuance of a request for qualifications for On Call Engineering Services for Utilities department on an as-needed basis. Please see the attached memo from Cory Moose, Assistant Utilities Director, for additional information.

***INTEROFFICE MEMORANDUM***

**TO:** City Council / City Manager

**FROM:** Cory Moose, Assistant Utilities Director

**SUBJECT:** Consider a motion authorizing advertisement of a Request for Qualifications (RFQ) for On-Call Engineering Services for the Utilities Department; authorizing the City Manager to negotiate professional services agreements for said services, and providing that said agreements shall not become effective until approved by City Council

**DATE:** 02/25/2020

The current On-Call Engineering Services agreements expire next January. This RFQ will allow for the selection of firms to support specialized engineering services for the Utilities Department. These services include the design, construction and inspection services for the Water Purification Plant, Water Pollution Control Plant, MBR Plant, distribution and collection system, SCADA (computer control) support, groundwater well fields, Environmental Compliance, raw water evaluation and design and strategic planning, as needed.

Submissions will be evaluated in each area and awards based on qualifications. Contracts will be signed for a five (5) year term. Work will be assigned through task orders once approved and funded through the Council on a project by project basis.

Scope and fees will be agreed to before work is assigned. Funds will be allocated as tasks are assigned.

Utilities Administration, WPCP, Spraberry Farm, MBR, W/WW Maintenance, WPP, Environmental Compliance, Paul Davis Well Field and Airport Well Field & Tower Ops

**REQUIREMENTS**
**FOR**
**STATEMENT OF QUALIFICATIONS**

## 1 GENERAL INFORMATION

**1.1 SCOPE OF WORK:** The City of Midland invites qualified firms to submit a letter of interest and statement of qualifications for professional services to assist the City's Utilities Department with engineering design and consulting services on an on-call basis on issues related to the City's Utility Department.

**1.2 ISSUING OFFICE:** This RFQ is issued by the City of Midland Utilities Department. Carl Craigo, P.E., Utilities Director, is the contact person for this RFQ.

**1.3 PROJECTS:** none at this time.

**1.4 DISCLAIMER:** none at this time

**1.5 SERVICES REQUIRED:** The services required of the selected firms may include, but are not limited to:

1.5.1 Provide technical assistance with process issues as related to existing and proposed Utilities facilities. This is to include the evaluation of current, new or proposed regulations and their effect on operations, process or operational modifications required due to changes in water quality/quantity or regulatory changes, changes in fiscal and economic factors and interactions with the Texas Commission on Environmental Quality.

1.5.2 Provide evaluation, design, bidding support, construction oversight, inspection, and construction testing services for any Utility Department project, whether new or rehabilitation. This is to include all disciplines such as civil, mechanical, electrical, I&C and process control and all facets from evaluations of possible modifications through final acceptance of construction. This includes issues related to:

- Water distribution system, including elevated and ground storage tanks
- Sewage collection systems - gravity and pressure, lift stations, and force mains
- Water treatment processes
- Wastewater plant processes, including a MBR facility
- Pump stations and pressure maintenance facilities
- Raw water sources, both surface and ground
- Regulatory issues
- Environmental, safety, security and vulnerability assessments
- Computer models/GIS of water and/or wastewater issues

- Rate studies
- Municipal code revision
- Surveying, legal descriptions, and drawings
- Land and Easement negotiation, acquisition, and filing
- Direct Supervision, inspection and construction materials testing of construction projects
- Design Reports, plans, specifications, contract documents, and assistance with bidding
- Electrical and control wiring for equipment and process control
- Utility operations, training and manuals
- General compliance and permitting issues with State and Federal Agencies, including the TCEQ and USEPA
- Technical support for legal and financial issues
- Unique issues requiring the assistance of a Professional Engineer or related specialty technical personnel.

**1.6 SELECTION:** The City will select up to six (6) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years. Engineering projects that are smaller in nature will be outsourced to the most qualified Engineering Firm for a project with a specific
discipline outlined above from this pre-qualified pool.
The City will make its selection from those responding to this RFQ which appears best qualified relative to the experience required. Only submitted materials will be reviewed and evaluated. Firms may be requested to present their qualifications to the review team in person. More than one firm will likely
be chosen based upon submissions. As desired by the Utilities Department, selected firms for specific projects will enter an agreement for professional services with the City and if the agreement exceeds $100,000, the agreement will require City Council approval.

**1.7 WAIVER:**

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

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

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

**WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**

**ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.**

**1.8 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.

**1.9 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/OR 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 RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET SEQ., AS AMENDED).**

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

**1.10 SOVEREIGN IMMUNITY**

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

## 2 STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

**2.1 NUMBER OF COPIES OF THE SOQ NEEDED:** The provider shall provide seven (7) copies and one (1) electronic copy in PDF format on a CD of the SOQ submittal.

**2.2 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.

**2.3 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.

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

**2.5 INQUIRIES:** Questions regarding this RFQ must be submitted by emailing to cmoose@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 **5:00 PM on Monday, March 9, 2020.**

Any necessary request for clarification, delineation, or explanation of a company's SOQ will be made in writing to the Utilities Director, or other designated agent.

**2.6 ADDENDA TO THE REQUEST FOR QUALIFICATIONS:** In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

**2.7 RESPONSE DATE:** To be considered, SOQs must arrive at the issuing office or department no later than **3:00 pm on Wednesday, March 18, 2020.** Service providers mailing SOQs should allow normal mail delivery time to ensure timely receipt of their SOQ.

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

- **2.8.1** An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;
- **2.8.2** 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;

- **2.8.3** A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law and the City of Midland.

**2.9 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.

**2.10 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.

Each individual statement of qualification must only be maximum of 12 pages in total length. Within those 12 total pages, 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 Qualifications, 4.) Firm's Introduction of Project Manager and Team Leads, 5.) Firm's Projects with Reference Contacts, 6.) Firm's Staff Availability and Proximity to Midland, Texas, 7.) Firm's Introduction of Sub-Consultants, 8.) Conflict of Interest Questionnaire and 9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years. Resumes will be allowed to be place in the back of the statement of qualifications as an appendix and will not count towards the required page count. Firms are reminded to assemble their statement of qualifications in the order mentioned above to assist the RFQ Review Committee in grading each of the submittals.

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).

Tabs must be used to note separation among the nine (9) categories mentioned above.

**2.11 ORAL PRESENTATION:** None anticipated at this time.

**2.12 PRIME CONTRACTOR 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. Further, 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.

**2.13 LOBBYING:** No lobbying of selection committee members, City of Midland staff or City of Midland Council Members is permitted or tolerated during the procurement process, beginning November 3, 2015.

**3 INFORMATION REQUIRED FROM SERVICE PROVIDER:**

**3.1 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: On Call Engineering Services for the Utilities Dept
RFQ 20002430
Date of submittal: 3:00 PM on March 18, 2020

**3.2 LETTER OF INTEREST:** The transmittal letter must include the following:

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

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

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

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

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

**3.5 SERVICE PROVIDER PROJECT TEAM:** The respondent will provide a more in- depth introduction of the proposed project manager and his project team.

- **3.5.1** Brief narratives on the project manager and his project team to describe their education, professional licenses, years of experience and expertise.

**3.6 SERVICE PROVIDER PROJECT WITH REFERENCE CONTACTS:**

- **3.6.1** A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed.

- **3.6.2** A list of references complete with names, addresses, and phone numbers.
- **3.6.3** Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design.

**3.7 SERVICE PROVIDER STAFF AVAILABILITY:** The respondent will provide information on the availability of key personnel and the ability to commit their time through the life of a project

- **3.7.1** An assessment of the present workload at the office where this project will be accomplished, including number of projects by size and on-site technical staff availability.
- **3.7.2** Narrative on the travel times and methods to the City of Midland Utility Facilities by each office.

**3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM:** The respondent will provide a more in depth introduction of any sub-consultants proposed to be used.

- **3.9.1** Brief narratives on the project manager and his project team to describe their education, professional licenses, years of experience and expertise.

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

**3.11 PREVIOUS LEGAL ACTIONS:** The respondent will provide a list of legal actions within the past five (5) years the firm, subcontractors or project team have been associated with, related to the Services Required in Section 1.5.

**PROFESSIONAL SERVICES AGREEMENT**
**#20002430**

**THIS AGREEMENT** is made and effective the ____day of _____ 20____, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____hereinafter referred to as "COMPANY."

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform on call engineering services for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

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

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

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $_____ for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from ___, 201 until ___, 201_, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be

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

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

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

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

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

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

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING**

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

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

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S**

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to COMPANY:

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty

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

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

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention

requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

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

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

_____

Notary Public, State of Texas

# 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/201 **5.21**

## 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.

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-01**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, ENPROTEC / HIBBS & TODD, INC. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of

COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND**

**CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

| | |
|---|---|
| If to CITY: | City Manager's Office<br>P.O. Box 1152<br>Midland, Texas 79702 |
| If to COMPANY: | ENPROTEC / HIBBS & TODD, INC.<br>402 CEDAR<br>ABILENE, TEXAS 79601 |

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration

of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

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

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 ENPROTEC / HIBBS & TODD, INC., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

# IMPORTANT NOTICE

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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.

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PO Box 1152
Midland, Texas 79702

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

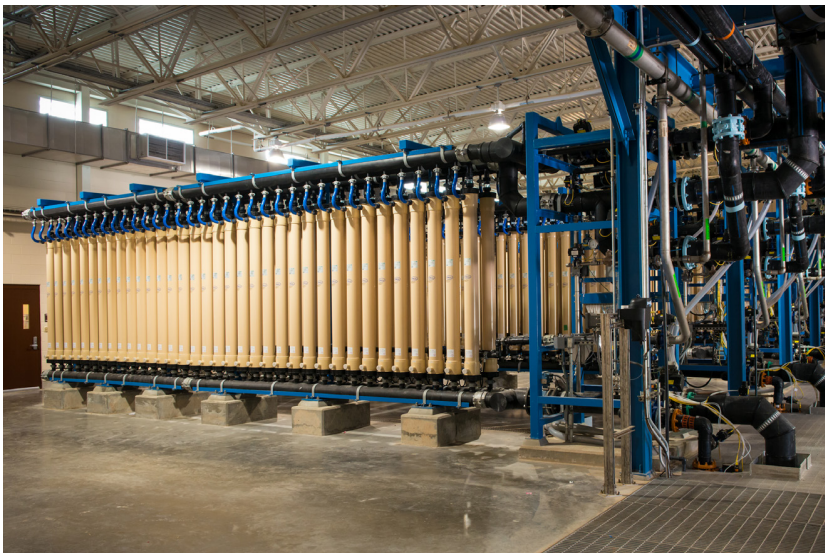
PART 4.0 PERIODS OF SERVICE:

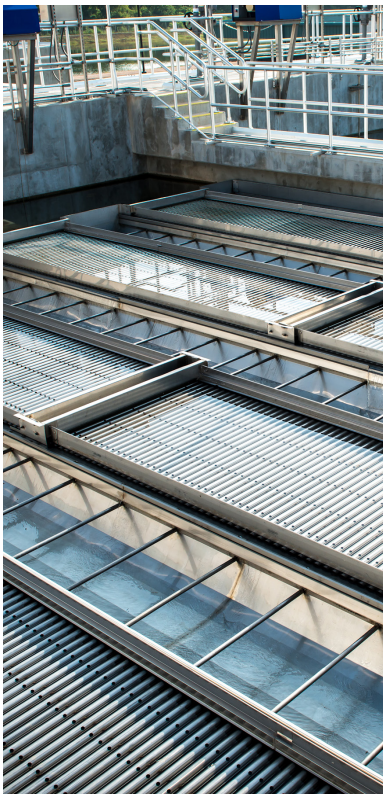
PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Courtney B. Sharp | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____ |





# Statement of Qualifications

for - (On-Call Engineering Services for the Utilities Dept.)
(RFQ 200002430)
Date of submittal -
(March 18, 2020)

## City of Midland

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, Texas 79702

March 18, 2020

**Enprotec / Hibbs & Todd**

402 Cedar
Abilene, Texas 79601
325.698.5560 tel 325.690.3240 fax
www.e-ht.com

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

Enprotec / Hibbs & Todd

March 18, 2020

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, Texas 79702

**Re: Statement of Qualifications for On-Call Engineering Services for the Utilities Department**
**RFQ 20002430**

Dear Ms. Martinez:

Enprotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Midland for consideration as your engineer for on call engineering services for the Utilities Department. We are currently providing on-going engineering services to the City for various projects and we have served many communities over the past several years on similar projects as we have highlighted in this Statement of Qualifications. We believe we are the right firm to assist you in reaching your goals and appreciate your time and consideration.

Our Abilene, Granbury and Lubbock offices are staffed with engineers, scientists, surveyors, construction management personnel and technicians. Further, you will be personally taken care of by principals of our firm. We have provided engineering and scientific services to numerous entities and municipalities in the region for over 30 years, and our company is well staffed to handle your project.

eHT understands the scope of this project and we are committed to performing our services in a professional and timely manner. I, Scott Hibbs, PE, President of eHT, am authorized to bind the firm and can be reached at 402 Cedar Street, Abilene, TX 79601 or (325) 698-5560.

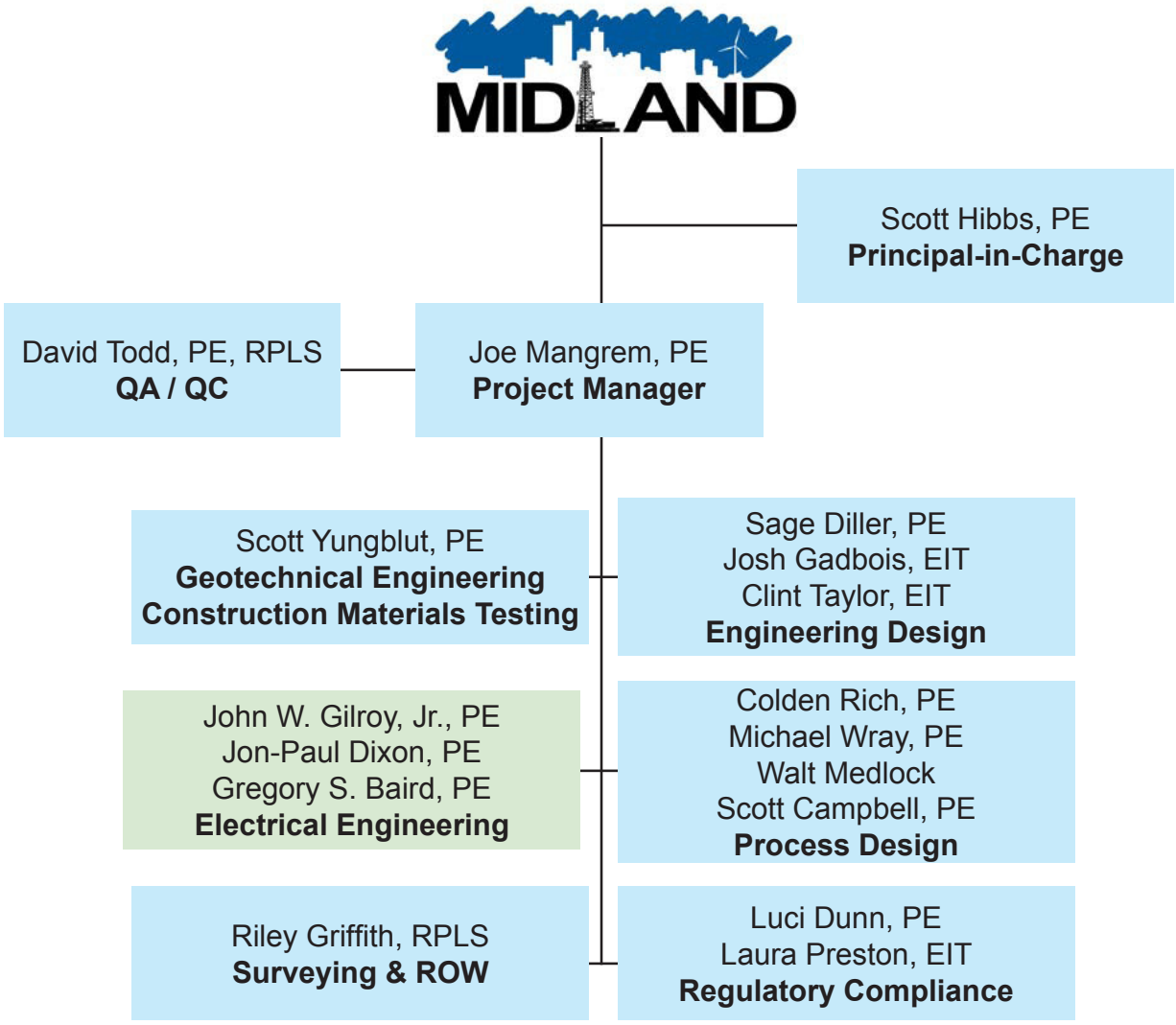
eHT will utilize Baird Gilroy & Dixon, LLC as a subconsultant to provide electrical engineering services. John Gilroy, Jr., PE, co-founder and Principal, will be the point of contact. He can be reached at 9711 S. Mason Road, Richmond, TX 77407 or (281) 529-5005.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

Scott Hibbs, PE
President

## ORGANIZATIONAL CHART




**LEGEND**

| | |
|---|---|
| **Enprotec / Hibbs & Todd, Inc.** | **Baird Gilroy & Dixon, LLC** |

Enprotec / Hibbs & Todd

BAIRD GILROY & DIXON
ELECTRICAL ENGINEERS

## Enprotec / Hibbs & Todd

Enprotec / Hibbs & Todd, Inc. (eHT) is a civil, environmental and geotechnical engineering firm with offices in Abilene, Lubbock and Granbury in the State of Texas. Our professional staff consists of engineers, environmental specialists, geoscientists, land surveyors, operations specialists, technicians and construction management professionals. Our success is based on enduring partnerships with our clients. eHT professionals bring a solid foundation of expertise and innovation to each client's project.

**Contact Information**

Joe Mangrem, PE

Project Manager

402 Cedar Street
Abilene, TX 79601
325.698.5560
joe.mangrem@e-ht.com

Scott Hibbs, PE, President of eHT will serve as the Principal-in-Charge.

eHT is a forward-thinking and progressive team of engineers and environmental consultants with diverse industry expertise, knowledge and resources. We understand the importance of being a consulting firm that clients can depend on for knowledge and project success.

For the past 30 years, eHT has provided clients with exceptional service and projects. We feel that in order to take care of our clients, we must understand their priorities and goals. We realize that we are working for you, and for the citizens you serve.

Our general civil engineering capabilities include a broad range of services. Ranging from strategically assembling a master plan to the detailed design of culverts, streets, pavement and subdivisions, our services apply to private developers, municipalities and industrial clients.

Our geotechnical investigations provide data necessary to evaluate a wide variety of geotechnical issues. We use truck-mounted drilling units, in-house testing of soil and construction materials and the latest in field sampling equipment. These investigations help establish recommendations for foundation types, depths, allowable loadings and construction observation requirements for all types of structures.

eHT has in-house surveyors for all surveying needs and produces industry standard maps, survey drawings and reports. We possess a dedicated staff of surveyors, led by Registered Professional Land Surveyors. In addition, we employ CADD technicians who aid in the production of plats and engineering design, plans and analyses. We utilize a combination of GPS, proprietary and public domain software tools for the analysis, manipulation and production of solutions to difficult surveying and engineering problems. eHT's experience includes determining the necessity for acquisition and identifying properties and property owners that will be impacted, ROW maps, exhibits and ROW certificates, easements and buffer zones pursuant to local, state and federal requirements.

### Scott Hibbs, PE

Principal-in-Charge

Mr. Hibbs, President of Enprotec / Hibbs & Todd, Inc., has over 36 years of experience as a water resources consultant for many governmental entities in Texas. He directs multi-discipline and multi-organizational teams for regional water and wastewater projects, in addition to overseeing construction management and providing hands-on training for operations and maintenance personnel. He received a Bachelor of Science in Civil Engineering from Texas Tech University and is a Registered Professional Engineer in Texas.

### Joe Mangrem, PE

Project Manager

Mr. Mangrem has over 15 years of experience and brings a unique owner's perspective with over seven years of experience in design, bidding, construction management, operation and maintenance of street and drainage infrastructure. Working with input from the development community, Mr. Mangrem has developed and implemented design standards for municipalities, reviewed all aspects of development plans and performed field coordination between developer contractors and utility owners. Mr. Mangrem received a Bachelor of Science in Ocean Engineering from Texas A&M University and attended New Mexico Military Institute. He is a Registered Professional Engineer in Texas.

### Sage Diller, PE

Engineering Design

Mr. Diller has over 18 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included state and county roadways, municipal water and sewer systems, groundwater wells and storage facilities and private developments. He received a Bachelor of Science in Civil Engineering from Texas Tech University and is a Registered Professional Engineer in Texas.

### David Todd, PE, RPLS

QA / QC

Mr. Todd has over 40 years of solid experience in civil and surveying project management, including the design of infrastructure, streets, drainage, water, sewer, subdivisions and commercial development. His municipal project experience includes design for pavement and street improvements.

He received a Bachelor of Science in Civil Engineering from Texas A&M University and is a Registered Professional Engineer in Texas and a Registered Professional Land Surveyor in Texas.

## Colden Rich, PE

Process Design

Mr. Rich has 13 years of experience in the analysis, design, and management of water, wastewater, roadway, drainage, and site development projects for both municipal and industrial sector clients. He has experience evaluating and analyzing water treatment plants, water distribution systems, wastewater treatment plants, wastewater collection systems and storm drainage systems. He received a Bachelor of Science in Civil Engineering from Texas A&M University and is a Registered Professional Engineer in Texas.

## Scott Yungblut, PE

Geotechnical Engineering & Construction Materials Testing

Mr. Yungblut has 25 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas, Louisiana, Arkansas and Oklahoma. He supervises and manages eHT's soil and materials testing laboratory responsibilities including proposal preparation, field investigation, field and laboratory analysis, report preparation and construction quality assurance and quality control. He received a Bachelor of Science in Civil Engineering from UT at Arlington and is a Registered Professional Engineer in Texas.

## Luci Dunn, PE

Regulatory Compliance

Ms. Dunn has 32 years of experience in regulatory compliance with respect to water systems. Having worked as an EPA Region VI staff member, she possesses valuable insights to help client's obtain appropriate permits from regulatory agencies. Her expertise is applied to planning regional water and wastewater systems. She received a Master of Science and Bachelor of Science in Chemical Engineering from Texas Tech University and is a Registered Professional Engineer in Texas.

## Riley Griffith, RPLS

Surveying

Mr. Griffith is the Survey Department Manager of eHT, and has 20 years experience in the field of land surveying. He has worked on residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; TxDOT ROW projects; and Patent Surveys for the GLO. He has experience with pipeline route surveys, construction staking and ALTA surveys across West Texas, including boundary and topographic surveys; elevation certificates; ground bed surveys in Texas and Oklahoma; subdivision platting; and, oil well location staking. He received a Bachelor of Science in Horticulture from Texas A&M University and is a Registered Prfoessional Land Surveyor in Texas.

## Northeast Water System Improvements

## City of Midland

The City of Midland has experienced a large amount of development growth in the northeast section of the water distribution area, defined as north of State Highway Loop 250 and east of Big Spring Street. The City hired eHT to provide professional services to plan and design water system improvements to support existing and expected future water system demands in this portion of the service area. The project includes transmission system improvements to provide water supply from the Water Purification Plant to the area. Additional project elements include pump station improvements and an elevated storage tank to provide storage and pressure in the project area. Distribution system improvements will also be incorporated to connect the existing system with the new elevated storage tank. The project design includes approximately 50,000 linear feet (LF) of 24" transmission piping and 18,000 LF of 30" transmission piping, encased highway boring, air release valves, a 2 MG Elevated Storage Tank (EST) and high service pumps.

Contact: Carl Craigo, PE, Director of Utilities, 300 N. Loraine, Midland, TX 79702, (432) 685-7937

Cost: Est. $20 Million;

Date: 2019-current

## Groundwater Supply Expansion

## City of San Angelo

The City of San Angelo historically relied on a combination of surface water sources for use in its drinking water supply, but new "drought of record" conditions have severely impacted the available capacity of its surface water supplies. For this reason, the City began identifying and implementing alternative sources of water supply including groundwater from the Hickory Aquifer. Phase I (8 MGD) of the Hickory Aquifer Supply Project was completed by San Angelo in 2011. The City hired eHT to implement Phase II of the Hickory Groundwater Supply Project, which will bring the available supply from this source up to a reliable 12 MGD. Once on-line, new groundwater wells and an expanded groundwater treatment plant designed to remove radionuclides will allow the City to maximize aquifer production to meet potable water demands. In addition to the new groundwater wells and expanded treatment facility, other critical elements of the project include: replacement of an existing clearwell at the City's water treatment plant; residuals management for waste produced during the groundwater treatment process; wellfield collection and transmission system expansion and improvements; and, SCADA system improvements.

Contact: Allison Strube, Water Utilities Director, 72 W. College, 4th Floor, San Angelo, TX 76903, (325) 657-4323

Cost: Est. $65 Million;
Date: 2018-current

## Water System Improvements
## City of Sweetwater

eHT provided application support, project management, design and construction phase services for this water system improvement project funded through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Program to create a safer, more reliable and efficient water supply system for the customers of Sweetwater and address regulatory requirements set forth by the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ). The project replaced two sets of membranes at the Water Treatment Plant (WTP) that had begun to experience frequent fiber breakages and required on-going repairs. In addition, approximately thousands of feet of water lines in the distribution system that were some of the oldest lines in the system dating back to the 1950s. A multi-phased SCADA replacement system and expansion of the SCADA system is currently being completed.

The existing elevated storage tank (EST) had surpassed the end of its design life and it was anticipated that rehabilitation would be more costly than replacement due to the structural repairs and tank modifications required to obtain compliance with current TCEQ) requirements. Thus the City chose to replace the existing EST with a new 750,000 gallon EST.

Contact: Eddy Campbell, Utilities Director, PO Box 450, Sweetwater, TX 79556, (325) 235-4166

Cost: $4,386,000; Date: 2018

## Water System Improvements, City of Stamford

eHT is providing project management and design for a water system improvement project for the City of Stamford utilizing funding through the TWDB DWSRF. The City's existing water system consisted of a raw water pump station, transmission pipeline, a conventional water treatment plant (WTP), elevated water storage facility, and distribution pipelines that were originally constructed in the 1950's.

The project includes replacement of the 15-mile-long, 18-inch diameter raw water transmission main from Lake Stamford to the water treatment plant, with a new 14-inch diameter fusion-welded PVC pipeline.

Future improvements will include rehabilitation of the raw water pump station, replacement of the City's elevated storage tank, and construction of a new water treatment plant. The water treatment plant project will include construction of a new pre-treatment system, a complete membrane filtration system, a new high service pump station, electrical, controls, and rehabilitation and upgrades to additional components at the plant. Sections of the City's deteriorated distribution system pipelines will also be replaced to address water losses and improve service to customers.

Contact: Alan Plumlee, City Manager, PO Box 191, Stamford, TX 79553, (325) 773-2591

Cost: $5,175,639 (pipelines); Date: 2019

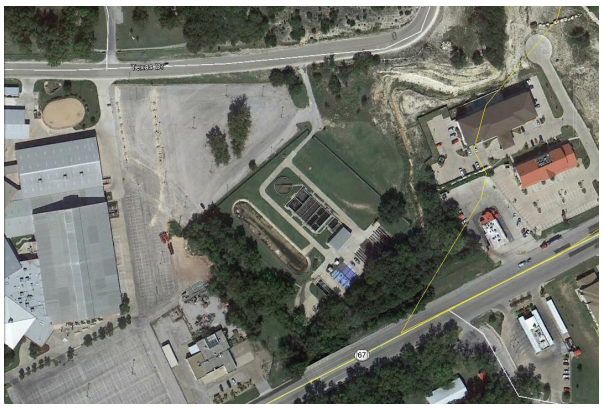
## Wastewater Treatment Plant Expansion and Reuse Upgrade

## City of Glen Rose

The WWTP which served the City of Glen Rose was originally constructed in the 1950's. The City's WWTP was expanded from 0.25 MGD to 0.6 MGD in 1990, in response to noncompliance with permit limits. Having exceeded the service life for the treatment units, eHT designed a new 1.0 MGD treatment facility.

While there are significant site constraints at the City's existing facility, a cost comparison was developed to evaluate relocating the WWTP off-site as opposed to working within the given site constraints. It was determined that the cost to reconstruct the entire facility would be approximately double the cost of working with the existing site, so planning and design efforts proceeded with upgrading the existing facility. The new WWTP facility is being funded under the Texas Water Development Board's (TWDB) Economically Disadvantaged Program (EDAP) program, which requires the completion of a facility engineering plan to complete the planning process, and is a more significant effort than what is required for typical TWDB-Clean Water State Revolving Fund (CWSRF) projects.

Because of the City's requirements for Type I reuse capability, improved system redundancy, implementation of an automated SCADA system, and the flexibility to meet nutrient limits in the future, the City and eHT focused on process alternatives incorporating either CAS, MLE, BNR, SBR, or MBR technologies in order to meet the City's project goals. After completing a detailed evaluation of each process option, an



SBR system was selected by the City, supported via the use of an MLE process for energy recovery and tertiary filtration using cloth disc filters to meet Type I reuse goals. The treatment system was selected on the basis of required construction footprint, capital and operational cost and operational flexibility and reliability while meeting 10 mg/L BOD, 15 mg/L TSS and 3 mg/L ammonia permitted effluent limits, as well as providing the capability to meet Type I reuse requirements.

The City's new WWTP includes a mechanical bar screen, grit removal system, an influent wastewater pump station, a secondary MLE-SBR process designed for enhanced energy recovery, tertiary filtration using cloth disc filters, chlorine disinfection, aerobic solids storage and mechanical solids dewatering. Also included in the scope of the project is the preparation of a new TPDES discharge permit, a 210 Type I reuse authorization and a comprehensive Operations and Maintenance Manual.

Contact: Jim Holder, Public Works Director, 201 NE Vernon, Glen Rose, TX 76043, (254) 897-2272

Cost: $5,659,180; Date: 2019

## Hamby Water Reclamation Facility and Indirect Reuse

## City of Abilene

eHT provided planning, design, permitting, project management, construction management, inspection and O&M services for this project, valued at $82 million. eHT is the prime firm for this important drought response project and is supported by Alan Plummer Associates. The WWTP serving the City of Abilene was originally constructed in 1956. The City's WWTP was expanded and upgraded several times over the past 50-plus years to its current capacity of 22 MGD. Having exceeded the service life for the treatment units, eHT designed a new treatment facility, with construction completed to allow indirect reuse of advanced treated wastewater in less than 12 months as a critical drought response project for Abilene.

Abilene's WRF must be capable of meeting requirements for indirect potable reuse and Type I reuse. Improved system redundancy, implementation of an automated SCADA system, enhanced energy efficiency and biological and chemical nutrient removal capability are all key components for successfully meeting these treatment objectives. eHT based the project on processes including Biological Nutrient Removal (BNR), Membrane Bioreactor (MBR), Reverse Osmosis (RO), Ozone and Biologically Active Contactors (BAC) technologies in order to meet the City's project goals.

The treatment systems ultimately selected were based on required construction footprint, repurposing of existing structures as a budget control measure, capital and operational cost,

operational flexibility, lead time for construction and capability of meeting treatment goals for BOD, TSS, ammonia, total phosphorus, TDS, chloride, sulfate and emerging constituents of concern. The City's upgraded WRF includes both coarse and fine mechanical screens, coarse and fine grit removal systems, an influent wastewater pump station, flow equalization systems, a secondary BNR process designed for biological phosphorus removal, enhanced energy recovery and tertiary filtration using MBR membrane filters, RO treatment, Ozone treatment, BAC filtration, chlorine disinfection and aerobic solids storage and disposal. Also included in the scope of the project is the major amendment of the City's TPDES discharge permit for a new permitted discharge to one of the City's surface water reservoirs and a comprehensive Operations and Maintenance Manual.

The project received the Project of the Year from the WateReuse Association, the Environmental Project of the Year from ENR-Texas/Louisiana and the AWWA, Texas Section, Large Utility Indirect and Bob Derrington Reuse Award.

Contact: Tommy O'Brien, PE, Director of Water Resource Planning, PO Box 60, Abilene, TX 79604, (325) 676-6205

Cost: $82 Million; Date: 2015

## Labor Resources

eHT can be supplemented and supported by other professionals within the company to handle peaks, workloads, or illness. We do not anticipate substantial attrition. We have a very stable and cohesive group of employees.

In the event that the Principal-in-Charge or Project Manager are not available during the performance period, their responsibilities will be assumed by other officers of eHT.

eHT is prepared to increase staff as necessary to complete projects to the satisfaction and expectations of the client. This is a high priority project for our company and we will not accept additional projects that could adversely affect our ability to meet the demands of this project.

In order to create continuity and effective use of labor resources, eHT relies on careful documentation. Documentation includes all decisions, calculations, meeting minutes, telephone memos and accurate and comprehensive project scoping.

eHT has managed a variety of projects in various regions throughout the State and is thoroughly familiar with the applicable rules and regulations required to complete this project. We have a reference library of current publications that contain rules, regulations and standards applicable to this project.

## Availability

Based on current staffing, existing projects and known awards, sufficient staff will be available during the time period of this contract.

In the event of workload peaks or the need for specialized disciplines, eHT has access to additional employees to help meet project requirements. eHT will commit the appropriate staff resources to meet the necessary schedules. eHT assures that this project will be a priority and will have the qualified staff necessary to ensure its success.

## Travel

eHT personnel can be readily available to the City of Midland via a 2 hour drive.

## Baird, Gilroy & Dixon, LLC

Baird Gilroy & Dixon, LLC is a full-service electrical engineering firm specializing in water and wastewater projects from concept through construction. The firm was founded in 2015 by Gregory S. Baird, P.E. and John W. Gilroy, Jr., P.E. Combined the firm's four professional Electrical Engineers have over 45 years of experience in the water and wastewater industry.

The firm's professional engineering experience includes full-service planning and design, project management, design-build, EPC (engineering, procurement and construction) construction management, SCADA programming, and plant commissioning services.

The firm's in-depth knowledge in critical infrastructure projects covers all aspects of electrical systems including power distribution, switchgear, automation controls and instrumentation, standby power, SCADA, and network communications. The firm has successfully completed projects across Texas for various public and private water systems, utility districts, regional water authorities, and small to large municipalities.

**Working together with Enprotec/Hibbs & Todd, the firm has completed the electrical and instrumentation design for the City of Midland's MBR Irrigation and Plant Water System Improvements and the Midland Airport Lift Station.**

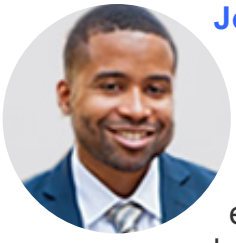
### LICENSING

Baird Gilroy Dixon, LLC is registered with the Texas Board of Professional Engineers.

TBPE Firm Registration No. F-16575.

### John W. Gilroy, Jr., PE

Mr. Gilroy is the co-founder and Principal of Baird Gilroy & Dixon, LLC and has 12 years of experience in the design of water and wastewater facilities. His expertise includes low voltage and medium voltage power distribution, automatic controls, instrumentation, and lighting design. He has a Bachelor of Science in Electrical Engineering from Texas A&M University and is a Registered Professional Engineer.



### Jon-Paul Dixon, PE

Jon-Paul Dixon is a Principal and Project Manager with the firm and has 13 years of experience related to electrical design and automation for Water/Wastewater facilities. He received a Bachelor of Science in Electrical Engineering from Prairie View A&M University and is a Registered Professional Engineer.

### Gregory S. Baird, PE

Mr. Baird is the co-founder and Principal of Baird Gilroy & Dixon, LLC. He has 17 years of experience in the electrical design of pump stations, water systems, wastewater treatment plants, and commercial facilities. He received a Bachelor of Science in Electrical Engineering from Texas A&M University and is a Registered Professional Engineer.

# 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.**

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Date Received

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

Enprotec / Hibbs & Todd, 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 N/A

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 N/A

**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** Bob Benham, CFO

Signature of vendor doing business with the governmental entity

March 13, 2020

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

## Litigation Claims

There are no past or pending litigation or claims filed against eHT that would affect our performance on this project.

## Scott F. Hibbs, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science,
Civil Engineering
Texas Tech University, 1982

### REGISTRATIONS

Registered Professional Engineer – Texas #63462, 1987

LPST Corrective Action Project Manager #930

### PROFESSIONAL /CIVIC ORGANIZATIONS

American Society of Civil Engineers

National Society of Professional Engineers

Water Environment Federation

American Water Works Association

South Central Membrane Association

Texas Water Conservation Association

Abilene Chamber of Commerce, Board Chair, 2017-2018

Abilene Industrial Foundation, Board Chair, 2015-2017

Community Foundation of Abilene, Board Chair, 2016-2018

Hendrick Health System
Board of Trustees: 1992-2012; 2014-current
Chairman: 1998-2001; 2004-2006; 2014-2016; 2019-current

### PROFESSIONAL EXPERIENCE

Mr. Hibbs, President of Enprotec / Hibbs & Todd, Inc., has over 36 years of experience as a water resources consultant for many governmental entities in Texas. He directs multi-discipline and multi-organizational teams for regional water and wastewater projects, in addition to overseeing construction management and providing hands-on training for operations and maintenance personnel.

Mr. Hibbs is recognized as a highly respected water resources consultant with experience analyzing and developing resource alternatives for vital water supply, treatment, storage and distribution projects. His experience encompasses water feasibility studies, including both well field and surface water alternatives, with planning experience in master plans, facility plans and preliminary engineering studies. He manages large water feasibility, water distribution and well field development projects.

Currently, Mr. Hibbs serves as the Principal-in-Charge and Project Manager for the West Texas Water Partnership (WTWP) involving the Cities of Abilene, San Angelo and Midland. He is also the Project Manager for the City of Abilene's regional water supplies development program, including new water supplies such as the proposed Cedar Ridge Reservoir. Mr. Hibbs provides peer review, value engineering and client/contractor partnering services on large construction projects. He also provides design consultation, construction supervision, facility start-up training and system optimization for advanced water treatment facilities.

### PROJECT EXPERIENCE

- **Chemical System Upgrades, City of Midland:** Principal-in-Charge for the design and management of raw water piping upgrades including new flow metering and chemical injection and conversion from anhydrous ammonia to Liquid Ammonium Sulfate (LAS) with dual 6,000-gallon FRP tanks, new chemical metering systems and related appurtenances. The project included electrical and SCADA improvements for the new systems and structural repairs to the existing dual media filters.
- **Hamby Water Reclamation Facility and Indirect Reuse Project, City of Abilene:** Principal-in-Charge and Project Manager for the largest MBR facility in Texas and one of the largest advanced treatment indirect reuse system (7 MGD) in operation. The project included the design of upgraded treatment processes, the addition of treatment processes including a 22 MGD BNR system, a MBR system rated for 24 MGD maximum flow, a new three-stage RO system rated for up to 5 MGD and new Ozone and BAC systems rated for up to 4 MGD to meet project goals. The construction of this $82 million project to initiate indirect reuse was completed in less than 12 months. ***The project received the 2016 Project of the Year from the WateReuse Association and the Environmental Project of the Year from ENR-Texas/Louisiana.***

## Scott F. Hibbs, PE

Enprotec / Hibbs & Todd, Inc.

### PROFESSIONAL /CIVIC ORGANIZATIONS (CONT.)

Hendrick Medical Center Foundation
Board of Trustees, 1994 - 2006

American Hospital Association Regional Policy Board (Region 7), Trustee Representative

Pioneer Drive Baptist Church, Past Chairman of Finance and Personnel Committees

### CERTIFICATIONS /EDUCATION

HEC – 2 Short Course, Texas Tech University

Unsteady Flow Modeling Short Course, University of Texas

Landfill Design, University of Wisconsin

Implementing UV Disinfection Short Course, AWWA Annual Conference

Evaluating Water Quality Impacts on Coagulation Efficiency Short Course, AWWA Annual Conference

Various business and technical development courses with emphasis on water and wastewater treatment

### PUBLICATIONS /PRESENTATIONS

Presenter, "Sharing Our Resources - How Abilene Priced its Newest Service," Texas Water Conference, 2018

Presenter, "Drought Response and Water Supply Diversity," Central West Texas Regional School, Abilene, 2018

Presenter, "Enhanced Coagulation and UF Technology Resolve Compliance Issues for Sweetwater, Texas," American Water Works Association (AWWA) National Membrane Technology Conference, 2003

- **Second Stage Drought Response Project-Raw Water Roughing Facility, City of Abilene:** Principal-in-Charge and Project Manager for the planning, design, permitting, construction and inspection of advanced treatment systems to significantly enhance recovery of brackish raw water for one of the largest MF and RO systems in Texas valued at $105 million. The project goals included upgrading the existing Possum Kingdom (PK) intake pump station, construction of approximately 42 miles of raw water, product water and concentrate pipelines and the construction of a raw water roughing facility, designed to desalinate raw PK water prior to being sent to Abilene for final, conventional water treatment. Modular system design, enhanced system redundancy, implementation of an automated SCADA system, enhanced energy efficiency and maximized water recovery efficiency are key components for meeting the objectives of the project. The project is based on advanced desalination and pretreatment processes including a 12 MGD pressure-fed MF membrane filtration system and a new three-stage RO system rated for up to 11 MGD in order to meet the City's PK water supply goals.
- **Regional Water Treatment Plant, City of Missouri City:** Principal-in-Charge for the design, piloting and construction of a new regional surface water treatment plant to meet Fort Bend Subsidence District groundwater conversion requirements. The first 10 MGD phase included membrane filtration and a design that allows the plant to meet its second phase capacity of 20 MGD without constructing any major new structures. Cost saving features included separate construction contracts for site preparation and finished water storage, elimination of a disinfectant contact chamber, high rate clarifiers, equipment pre-purchasing for membrane and sodium hypochlorite generation equipment and selection fo aluminum chlorohydrate as the coagulant to minimize chemical costs and reduce solids handling requirements. ***The project received the Environmental Project of the Year award from the Texas Chapter of the APWA and the Small Membrane Plant of the Year from SCMA.***
- **Lake Alan Henry Quality Control and Technical Review, City of Lubbock:** Quality Control Project Manager for the review of engineering design of water treatment facility improvements associated with Lake Alan Henry for the City of Lubbock. The overall project included technical review and quality control of engineering design for a 50-mile raw water pipeline, two booster pump stations, a future third pump station site, a 15 MGD water treatment plant and terminal storage and 15 miles of distribution pipeline.
- **Water Treatment Plant and Well Field Development, City of Sweetwater:** Principal-in-Charge for the first enhanced coagulation and ultra-filtration system in Texas. UF membrane systems were selected for the plant. THM and HAA compliance was achieved using a combination of chlorine dioxide and chloramination. SCADA-integrated process controls allowed treatment from four different water sources. ***The project and pilot study were presented at the national AWWA Membrane Convention and at Texas Water.***

## Scott F. Hibbs, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
President
Abilene, Texas
1990 - present

Jacob & Martin, Inc.
Chief Design Engineer
Abilene, Texas
1983 - 1989

- **Water Treatment Plant, City of Richmond:** Principal-in-Charge for the piloting, design and construction of a new surface water treatment plant to meet Fort Bend Subsidence District groundwater conversion requirements. The long-term conversion plan is for an ultimate plant capacity of 4 MGD constructed in two phases. Cost saving features include separate construction contracts for site preparation, groundwater well, high service pump station and finished water storage, elimination of a disinfectant contact chamber, high rate clarifiers, equipment pre-purchasing for membrane equipment and selection of aluminum chlorohydrate as the coagulant to minimize chemical costs and reduce solids handling requirements.
- **Water Master Plan and Water Treatment Plant, City of Granbury:** Principal-in-Charge for the planning, piloting, design and construction for surface water treatment plant improvements, including construction of the first phase 2.5 MGD of an ultimate designed 7.5 MGD SWTP. The project replaced the City's existing SWTP with a new facility that is compliant with state and federal primary and secondary drinking water standards. The project included innovative treatment technologies to treat brackish water from Lake Granbury, including a plate settler pretreatment system, a microfiltration membrane filtration system and a RO membrane system. Both traditional and non-traditional piloting approaches were used to obtain TCEQ approval and to modify the TCEQ's approved RO system design parameters through computer modeling via a full-scale challenge testing approach. Following plant construction, the project also included full-scale challenge testing of the plate settler pretreatment system to validate performance for log removal disinfection credits for plant CT.
- **Treatment Technology Pilot Studies for 8.0 MGD Water Treatment Plant, Lonoke and White Counties:** Principal-in-Charge for pilot studies initiated for a new 8.0 MGD water treatment plant, expandable to 16.0 MGD, serving Lonoke and White Counties in North-Central Arkansas. Conventional treatment was piloted against membrane technology to develop a strategy that was both viable and cost effective for treatment of the source water located in Greers Ferry Lake.
- **Water Treatment Plant, Possum Kingdom WSC (PKWSC):** Principal-in-Charge for the planning and design of a $12 million regional water treatment plant and distribution system for potable water to serve the PKWSC. The PKWSC had multiple non-compliant, private, small systems without disinfection using Possum Kingdom Lake water that contained high levels of chlorides, sulfates and TDS. PKWSC consolidated the small systems and constructed a new water intake, water filtration plant and distribution system to remove chlorides, sulfates and TDS. Funding was provided by Rural Development and the TWDB DWSRF Program. ***The project received the US EPA's 2006 DWSRF Award for Sustainable Public Health Protection.***

## Joseph T. Mangrem, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Ocean Engineering
Texas A&M University, 2010

New Mexico Military Institute, 2004

### REGISTRATIONS

Registered Professional Engineer – Texas #117205

### PROFESSIONAL/CIVIL ORGANIZATIONS

American Society of Civil Engineers

National Society of Professional Engineers

Texas Society of Professional Engineers

American Waterworks Association

Leadership San Angelo, 2016

Dale Carnegie Leadership Training, 2019

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2017 - present

City of San Angelo
Assistant City Engineer
San Angelo, Texas
2015 - 2017
Project Engineer
San Angelo, Texas
2014 - 2015

### PROFESSIONAL EXPERIENCE

Mr. Mangrem brings a unique owner's perspective with over seven years of experience in design, bidding, construction management, operation and maintenance of water, wastewater, street and drainage infrastructure. Working with input from the development community, Mr. Mangrem has developed and implemented design standards for municipalities, reviewed all aspects of development plans and performed field coordination between developer contractors and utility owners.

He is a skilled and capable civil engineer with a solid record of successful municipal public works design and construction projects. Prior to joining eHT he was the Assistant City Engineer for the City of San Angelo and provided direct support to the City Engineer with day to day operation of the department. Mr. Mangrem assisted with preparation of the annual operating budget and Capital Improvement Project plan and provided engineering support to the Planning and Development Services department as well as other city departments. He managed review and approval for acquisition and abandonment of public easement and right-of-ways and managed review and development plans and specifications for public infrastructure improvements. He also served as Project Engineer for the City of San Angelo. He reviewed development plans and specifications for compliance with City standards and evaluated material submittals to ensure compliance with City specifications. In this capacity he collaborated with City of San Angelo staff and the development community to compile and implement design standards for water and sewer.

Prior to his position with the City of San Angelo, Mr. Mangrem worked for the City of Lubbock as a Civil Engineering Associate. He designed and administered water utility capital improvement projects and prepared and reviewed construction plans, specifications and cost estimates. Mr. Mangrem managed multiple professional service contracts for studies, designs and construction representation and reviewed plans and specifications prepared by engineers for compliance with City of Lubbock standards. He also compiled and managed the City of Lubbock Public Works Design Standards manual.

### PROJECT EXPERIENCE

- Airport Lift Station Improvements, City of Midland
- Water Distribution System Hydraulic Model Analysis, City of Midland
- Water Distribution System Disinfectant Residual Evaluation, City of Midland
- Wastewater System Model Analysis, City of Midland
- Wadley Elevated Storage Tank Piping Improvements, City of Midland
- Northeast Water System Improvements, City of Midland
- CCN Update, City of Midland
- Wadley Chlorine Boosting Station, City of Midland
- Riverwalk Repair Project, City of Glen Rose

## Joseph T. Mangrem, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS (CONT.)

City of Lubbock
Civil Engineering Associate
Lubbock, Texas
2010 - 2013

Galindo Engineers and Planners
Engineering Assistant and Draftsman
Bryan, Texas
2005 - 2009

- Water Line Replacement, City of Coahoma
- Water System Map Update, City of Coahoma
- Pennsylvania Avenue Water Line Improvements, City of Big Lake
- 12th Street Water, Wastewater, and Paving Improvements, City of Big Lake
- College Hills Boulevard Rehabilitation Project, City of San Angelo
- Sulphur Draw Wastewater System Improvements Project, City of San Angelo
- Aerial Image and LiDAR Mapping Project, City of San Angelo
- Baylor Drive Wastewater System Improvements Project, City of Abilene
- Drainage Master Plan, City of San Angelo
- Water Meter Replacement and AMI Project, City of Abilene

**Water and Wastewater System Improvements, City of Lubbock:** Project Manager for multiple water transmission and distribution and wastewater collection and treatment system improvements throughout the City of Lubbock system.

- Design Standards: Developed and implemented design standards for the City of Lubbock's water, wastewater, street and drainage infrastructure. Reviewed development plans and coordinated with design engineers and contracts to ensure compliance with City of Lubbock standards.
- Water System Improvements:
  - Lake Alan Henry Water Supply Project
  - Low Head "B" Pump Station Condition Assessment
  - Bailey County Well Field Pump Station Discharge Piping Condition Assessment
  - Bailey County Well Field Supply Pipeline
  - Lake Alan Henry Intake Tower Bridge Structural Investigation
  - Lake Alan Henry Wildlife Management Area Water Supply Project
  - FM 1585 Water Line Extension
- Wastewater System Improvements:
  - Southeast Water Reclamation Plant Improvements
  - Downtown Sanitary Sewer Rehabilitation - Broadway Crossing
  - Lift Station No. 54 Site Improvements
  - CostCo Development Sewer System Analysis
  - Kelsey Park Lift Station

## Joseph T. Mangrem, PE

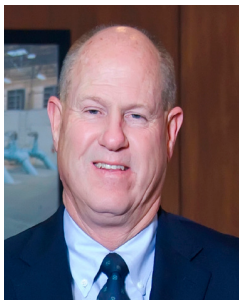
Enprotec / Hibbs & Todd, Inc.

**Water, Wastewater, Streets and Drainage Improvements, City of San Angelo:** Project Manager for multiple projects.

- Design Standards:
  - Developed and implemented design standards for water and wastewater system improvements.
  - Reviewed development plans and coordinated with design engineers and contractors to ensure compliance with City of San Angelo standards.
- Water System Improvements:
  - Hickory Aquifer Water Supply Project
  - Water Treatment Plant Filter Rehabilitation
  - Water Line Replacement Projects
  - Water Master Plan
  - Angelo State University Engineering Building Improvements
- Wastewater System Improvements:
  - Rio Concho Wastewater System Improvements
  - Sulphur Draw Wastewater System Improvements
  - Arden Road Sewer Main Analysis
  - Lake Nasworthy Sewer System Expansion Evaluation
  - Mathis Field Wastewater Treatment Plant Evaluation and Permit Renewal
  - Lakeshore Estates Lift Station Evaluation and Improvements
- Street and Drainage Improvements:
  - Paint Rock Road Alley Maintenance
  - Angelo State University Sidewalk Improvements
  - Bosque Rain Catchment System
  - Bell Street Rehabilitation Project
  - South Jackson Street Widening Project

## David Todd, PE, RPLS

Enprotec / Hibbs & Todd, Inc.



### EDUCATION

Bachelor of Science, Civil Engineering
Texas A&M University, 1973

### REGISTRATIONS

Registered Professional Engineer – Texas #45177, 1979

Registered Professional Land Surveyor – Texas #2204

### PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers

National Society of Professional Engineers

Texas Society of Professional Surveyors

American Water Works Association

Abilene Building Standards Committee, 1992 - present

Leadership Abilene

Texas Public Works Association

Abilene Planning & Zoning Commission, 2007 - 2014

### CERTIFICATIONS/EDUCATION

HEC-2 Short Course, University of Texas

Bridge Inspection Training Course, SDHPT, Fort Worth

Wastewater Treatment Pond System Design, ASCE

### PROFESSIONAL EXPERIENCE

Mr. Todd has over 40 years of solid experience in civil and surveying project management, including the design of infrastructure, streets, drainage, water, sewer, subdivisions and commercial development. Mr. Todd has vast experience obtaining public project funding from various sources. His municipal project experience includes stormwater management, design for pavement/street improvements, airport projects, sewer collection systems and water and wastewater systems.

Mr. Todd has design experience with municipal storm sewer drainage, flood plain analysis and stormwater management plans. His experience includes subdivision and private development requiring stormwater analysis and drainage plans.

### PROJECT EXPERIENCE

**Water**

- Water System Improvements, Pecos County
- Ground Storage Tank Improvements, City of Rochester
- Water Distribution, US 180, City of Albany
- Water and Sewer Relocation, City of Stamford
- Irrigation Storage Pond, Ballinger ISD
- Pump Station, City of Granbury
- Water Line Replacement, City of Eastland
- Water System Improvements, City of Loraine
- Water System Improvements, City of Spur
- Water System Improvements, City of De Leon

**Wastewater**

- Wastewater Master Plan, Cities of Abilene, Big Lake and Sonora
- Sewer System Improvements, Dyess AFB
- Willis Street Sewer Improvements, City of Abilene
- Rhea Road Sanitary Sewer, AMUD
- Sanitary Sewer Improvements, City of Roanoke
- Wastewater Collection System, Dyess AFB
- Wastewater Treatment Plant and Sewer Line Improvements, Eola WSC
- Wastewater System Improvements, City of Roscoe
- Elm Creek, Rainey Creek and Catclaw Creek Interceptors, City of Abilene

## David Todd, PE, RPLS

Enprotec / Hibbs & Todd, Inc.

### CERTIFICATIONS/EDUCATION (CONT.)

GPS Short Course, Texas Board of Professional Land Surveyors, Abilene, TX

Residential Land Development Practices Short Course, ASCE

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Executive Vice President
Abilene, Texas
1992 - present

Todd Engineering, Inc.
President
Abilene, Texas
1985 - 1992

Barber Brannon Traylor Todd, Inc.
Vice President
Abilene, Texas
1980 - 1985

Barber Brannon
Engineer
Tyler, Texas
1977 - 1980

Wheeler Engineering
EIT
Tyler, Texas
1976 - 1977

City of Tyler
EIT
Tyler, Texas
1975 - 1976

Vulcraft
EIT
Grapeland, Texas
1974 - 1975

Southern Pacific Railroad
EIT
Tyler, Texas
1973 - 1974

- Wastewater Collection, Dyess AFB
- Wastewater Treatment Plant Closure Plan, City of Loraine
- Wastewater System Improvements, City of Roscoe

**Development and Civil Engineering**

- Private Residential Development in Abilene since 1980
- City of Seminole, Downtown Parking Lot
- 88-Acre Industrial Site, Sweetwater
- Oakridge Subdivision, Brownwood
- Texas Tech University School of Nursing, Abilene
- Texas Tech University Pharmacy School, Abilene
- Lone Star Ranch, Abilene
- Wesley Court, Abilene
- Hendrick Medical Center Vision 2010 Expansion
- Southridge Subdivision, Abilene
- Abilene Christian University
- Arbors at Rose Park Apartments, Abilene
- Bella Vista Estates, Abilene
- Lonestar Ranch Commercial and Residential, Abilene
- Hampton Hills Addition, Abilene

**Streets**

- Central Business District Concrete Street Repair, City of Abilene
- Paving and Sealcoat Project, City of Seminole
- Crawford Court, Granbury
- Hardwick Road, Abilene
- Plaza Drive, Granbury
- North 1st and 2nd Street Interchange, Abilene
- Maple Street, Abilene
- Paving Design, Texas State Technical College, Sweetwater

## Sage Diller, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Civil Engineering
Texas Tech University, 2001

### REGISTRATIONS

Registered Professional Engineer – Texas #96645, 2005

### PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Flood Plain Managers Association

Texas Society of Professional Engineers

United Way of Abilene, Executive Board and Finance Committee Chair

Texas Tech Alumni Abilene Chapter, President Elect, 2015

### CERTIFICATIONS/EDUCATION

eHT Leadership Development Program, 2013

Construction Specifications Institute

Priority Management, Dale Carnegie

HEC-RAS, Floodplain Management

Highway Capacity, Geopak I & II

### PROFESSIONAL EXPERIENCE

Mr. Diller has over 18 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways and private developments. In addition to design and construction management, Mr. Diller has extensive experience assisting clients in applying for grant/loan funding through various funding agency programs, including Texas Water Development Board DWSRF and CWSRF, USDA Rural Development, Texas Department of Agriculture CDBG and DTR and TxDOT Utility Relocation and TAP Programs.

Recently, Mr. Diller has assisted clients with drought related planning projects that have included water conservation, water supply options and improved water system efficiency options. Each project has included close client interaction, reports outlining possible alternatives, funding agency assistance and regulatory agency interaction.

### PROJECT EXPERIENCE

#### Water

- **Water Distribution System Hydraulic Modeling and Master Plan Report, City of Midland:** Project Manager for the development and analysis of a water distribution system hydraulic model, preparation of a master plan report and resulting list of recommended capital improvement projects.
- **Water Modeling Evaluations for Proposed Developments, City of Midland:** Project Manager for hydraulic modeling evaluations for on-going development requests to identify infrastructure improvements necessary to maintain regulatory compliance.
- **Northeast Water System Improvements, City of Midland:** Project Manager for design of water distribution improvements planned for the northeast portion of the system that has experienced rapid commercial and housing development growth. Improvements to include a new 2.0 MG Elevated Storage Tank, High Service Pump Station Improvements and 24”-30” water transmission main.
- **Regional Water Planning Study, City of Roma:** Project Manager for TWDB-funded regional planning study that included the City of Roma, El Sauz WSC, El Tanque WSC, Falcon Rural WSC and Rio WSC. Sixteen alternatives were examined including the evaluation of water supply and distribution and storage and pumping facilities required for the City of Roma to adequately serve each of the participants.
- **Drought Management Strategies, City of Breckenridge:** Project Manager for the identification and evaluation of available water supply management strategies, report development and submittal of funding application to address proposed improvements.

## Sage Diller, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Associate Vice President
Abilene, Texas
2007 - present

Texas Department of Transportation (TxDOT), Lubbock District
Project Engineer
Lubbock, Texas
2001 - 2007

Texas Tech University, Water Resources Center
Research Assistant
Lubbock, Texas
2000 - 2001

- **Drought Management Strategies, City of Winters:** Project Manager for the identification and evaluation of available water supply management strategies, report development and submittal of funding application to address proposed improvements.
- **Water Distribution System Improvements, City of Breckenridge:** Project Manager for the design and bid administration for over 5 miles of new water distribution mains and valve replacement.
- **Water System Improvements, City of Winters:** Project Manager for funding application support, agency coordination, design and construction of a new 0.4 MG ground storage tank, raw water intake maintenance and raw water pump replacement.
- **Booster Pump Stations, City of Roma:** Project Manager for design and construction of four water booster pump stations including new ground storage tanks, piping and SCADA improvements.
- **Water Distribution System Improvements, El Tanque WSC:** Project Manager in charge of funding application support and agency coordination, design and construction management of approximately 24 miles of 8-inch water line transmission piping improvements.
- **Water System Improvements, City of Eden:** Project Manager for funding application support and agency coordination, design and construction management of a new 4,000 VF groundwater well and associated transmission piping.
- **Water Treatment Plant Rehabilitation, City of Winters:** Project Manager for the construction of water treatment plant rehabilitation and upgrades.
- **GIS Project Development and Coordination, Various Clients:** Project Manager for assisting clients in developing and maintaining a GIS program using a third-party development and hosting company.

### Wastewater

- **Wastewater Collection System Hydraulic Modeling & Master Plan Report, City of Midland:** Project Manager for the development and analysis of a wastewater collection system hydraulic model, preparation of a master plan report and resulting list of recommended capital improvement projects.
- **North Ruth Lift Station Replacement, City of Monahans:** Project Manager for the demolition of an existing lift station and design and management of a new lift station including wet well, pumps and controls. The project included new electrical service and panels, concrete and fencing, 6-inch sewer force main and manhole replacement.

## Sage Diller, PE

Enprotec / Hibbs & Todd, Inc.

- **Wastewater Lift Station, City of Winters:** Project Manager for the construction of the City's main lift station, dredging of wastewater lagoons and land application.
- **Wastewater Collection System Improvements, City of Roma:** Project Manager for design and construction of approximately six miles of collection system improvements including piping, manholes, service connections and highway roadway bores.
- **Wastewater System Improvements, City of Winters:** Project Manager for design and construction of 3,000 linear feet of wastewater force main from the City's main trunk line lift station to the wastewater treatment plant.

### Streets / Infrastructure

- **Paving Improvements, Texas State Technical College Sweetwater:** Project Manager for improvements along Homer K. Taylor Drive and College Drive. The project consisted of the removal of existing pavement, installation of new flexible (HMAC) and rigid (Concrete) pavement, miscellaneous drainage improvements, sealcoating and striping.
- **Park Street Paving and Drainage Improvements, City of Breckenridge:** Project Manager for construction of approximately 1,000 tons of hot mix asphalt paving, 23,400 square yards of concrete paving, 32,900 square yards of flexible base material, 11,500 linear feet of 4-inch to 12-inch water line, 7,400 linear feet of 6-inch to 10-inch sewer line, 1,400 linear feet of 18-inch to 36-inch storm drain, including curb, gutter and sidewalks.
- **Central Business District Concrete Street Repair, City of Abilene:** Mr. Diller served as Project Manager for the identification and mapping of widespread pavement deficiencies within the 44-block Central Business District of Abilene. An aerial drone survey was performed and a base map was developed. Project construction is anticipated to begin in 2020.
- **Paving and Sealcoat Project, City of Seminole:** Mr. Diller has served as Project Manager and provided design, bidding and construction management for the City of Seminole's annual sealcoat projects for the last several years. Each year, the project includes approximately 100,000 square yards of sealcoat work. eHT provides preliminary project evaluation, plan documents for bidding, construction management and inspection along with record keeping for the project.
- **Sidewalk Project, City of Eden:** Mr. Diller served as Project Manager and provided project management and design for 2,500 square yards of concrete sidewalk, curb ramps, driveways, curb and gutter and pedestrian lighting. The project is funded through the TxDOT Transportation Alternatives Program (TAP) and is scheduled to begin construction in August 2019.

## Colden S. Rich, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Civil Engineering
Texas A&M University, 2007

### REGISTRATIONS

Licensed Professional Engineer, Texas #110231, 2011; OK #30632, 2018

### PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers

Texas Society of Professional Engineers

Water Environment Association of Texas

Chi Epsilon, National Civil Engineering Honor Society

### CERTIFICATIONS/EDUCATION

eHT Leadership Development Program, 2013

### PUBLICATIONS/PRESENTATIONS

Presentations for Texas Water, TWUA and SCMA

Authored or Co-authored papers for Texas Water Conference

### PROFESSIONAL EXPERIENCE

Mr. Rich has 13 years of experience in the analysis, design, and management of water, wastewater, roadway, drainage, and site development projects for both municipal and industrial sector clients. He has experience evaluating and analyzing water treatment plants, water distribution systems, wastewater treatment plants, wastewater collection systems and storm drainage systems.

Mr. Rich regularly coordinates with state agencies in the development and review of wastewater discharge permits, water treatment and wastewater treatment sludge management permits, and CCN amendments. He has worked closely with both funding and regulatory agencies including TxDOT, TCEQ, GLO, USDA and TWDB.

He develops engineering reports including documentation of results and recommendations, preparation of cost estimates and construction schedules and management of designers/drafters in preparation of associated exhibits.

### PROJECT EXPERIENCE

- **SWATS Water Treatment Plant Evaluation, Brazos Regional Public Utility Agency (BRPUA):** Project Manager for the evaluation of the SWATS water treatment plant, which is currently rated to treat approximately 13.0 MGD through two parallel treatment trains. Each train utilizes a different process methodology. The original treatment train is based upon conventional treatment technology which utilizes a rapid mix system for flocculation, upflow solids contact clarifiers for flocculation and sedimentation and dual media filters for filtration. The second treatment train incorporates membrane filtration technology. This train utilizes a rapid mix system for flocculation, upflow solids contact clarifiers for flocculation and sedimentation, a pressure membrane UF system and a RO membrane filtration system.
- **Second Stage Drought Response Project - Raw Water Roughing Facility, City of Abilene:** Project Engineer for the planning, design, permitting and construction of the indirect reuse project to augment the City's existing raw water supply in Lake Fort Phantom Hill.
- **Second Stage Drought Response Project - Concentrate Pipeline, City of Abilene:** Project Manager for approximately 42 miles of raw water, product water and concentrate pipelines including coordination with the Brazos River Authority along the pipeline route and assistance with acquisition of private property under easements or fee simple title.

## Colden S. Rich, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2013 - present

KSA Engineers, Inc.
Project Engineer
Longview, Texas
2006 - 2013

- **Water System Improvements, Upper Leon River Municipal Water District:** Project Manager for the design and management of the incorporation of membrane filtration to the water treatment plant to enhance TOC removal prior to disinfection, thereby significantly reducing THM formation. In addition, the project included a new plate settler pretreatment system which utilized enhanced coagulation, which further reduced THM formation. In addition to pretreatment and filtration system improvements, the chemical feed system at the water treatment plant was upgraded to more closely dose and flow pace with daily treatment demands, further minimizing formation of THMs. ULRMWD's aging pump stations and residuals handling system were rehabilitated and upgraded as well.
- **Northwest Water Reclamation Plant (NWWRP) Outfall Line, City of Lubbock:** Project Engineer supporting the design and construction of the Lubbock NWWRP and providing process and mechanical design of a 3 MGD preliminary treatment unit with provision for future expansion to 18 MGD along with the design of the grading and drainage for the entire site. The preliminary treatment unit design included open-channel flow metering, coarse screening, fine screening, washing and compaction of screenings, grit removal, grit processing, overflow protections, lift station, and flow controls, all housed within a common two-floor building. Additionally, Mr. Rich designed the outfall line for discharge from the NWWRP.
- **TWDB DWSRF Water Treatment Plant Pretreatment Improvements, Phase I - 3.5 MGD, City of Beeville:** Project Manager for a new pretreatment basin, including flocculation and sedimentation, clarifier rehabilitation and chemical system improvements at the Morrill Water Treatment Plant along with installation of a chloramine boosting station at the Clareville Booster Pump Station.
- **Water Treatment Plant Improvements, City of Breckenridge:** Project Manager for the design of surface water treatment plant improvements including clarifier improvements with the addition of plate settlers, dual media filter improvements, clearwell and pumping facility improvements, chemical facilities and SCADA improvements.
- **Water Treatment Plant Improvements, Lake Palo Pinto Area WSC:** Project Manager for the evaluation and design of surface water treatment plant improvements. Mr. Rich performed a condition and capacity analysis of each of the process areas to determine condition and capacity of each treatment unit. The project increased clarifier capacity by 40%. The project included additional dual media filters, clearwell improvements, pumping facilities, chemical facilities, sludge handling facilities and SCADA improvements.

**Colden S. Rich, PE**
Enprotec / Hibbs & Todd, Inc.

- **Wastewater Treatment Plant Expansion, City of Glen Rose:** Project Manager for the planning, design, permitting and construction of a $8.37 million WWTP expansion and reuse upgrade. Because of the City's requirements for Type I reuse capability, improved system redundancy, implementation of an automated SCADA system and the flexibility to meet nutrient limits in the future, the project focused on process alternatives. The project included mechanical bar screen, grit removal system, influent pump station, secondary MLE-SBR process designed for enhanced energy recovery, tertiary filtration using cloth disc filters, chlorine disinfection, aerobic solids storage and mechanical solids dewatering.
- **WWTP Blower Improvements, Acton Municipal Utility District:** Project Manager for the removal of existing blowers and associated piping, partial demolition of the existing blower building, installation of new blowers and piping and expansion of the blower building. The project included electrical and controls improvements.
- **Wastewater Treatment Plant, City of Breckenridge:** Project Manager for rehabilitation of City's extended aeration wastewater treatment plant.
- **Water System Improvements, City of Stamford:** eHT is providing project management and design for a $20 million water system improvement project for the City of Stamford utilizing funding through the TWDB DWSRF. The City's existing raw water system consisted of a raw water pump station and transmission pipeline dating back to the original water treatment plant (WTP) construction. The project includes replacement and rehabilitation of a 15-mile-long, 18-inch diameter raw water transmission main from Lake Stamford to the water treatment plant and replacement of deteriorated distribution system to address water losses. Future improvements will include enhancements to the raw water pump station and water treatment plant. The water treatment plant project will include construction of a new pre-treatment system, a complete membrane filtration system, a new high service pump station, electrical, controls, and rehabilitation and upgrades to additional components at the plant. The City's elevated storage tank is also proposed to be replaced.
- **Radionuclide Treatment, City of Mason:** Project Manager for the City of Mason to address the need to improve its water system as a result of violations noted by the Texas Commission on Environmental Quality (TCEQ). Increasingly stringent regulatory requirements for radionuclides coupled with cyclical deterioration in raw water availability and quality are straining the capabilities of the City's existing water system. The quality of the City's groundwater sources are above the TCEQ's and EPA's Primary Drinking Water Standards Maximum Contaminant Level for Combined Radium and Gross Alpha Particles. As a result, eHT is providing project management and design of a radionuclide pilot and treatment project.

## Scott Yungblut, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Civil Engineering
University of Texas at Arlington, 1993

### REGISTRATIONS

Registered Professional Engineer – Texas #85640, 1999

### CERTIFICATIONS/EDUCATION

Concrete Evaluation and Repair I & II, 2011

Retaining Wall Design, 2010

Shrink Swell Soils, Texas A&M

Forensics Engineering Conference, 2007

Texas Accessibility Academy, 2005

TxDOT HotMix (HMACP) Inspector, 2003

ParSales Training, 1996

Dale Carnegie Leadership Course, 1995

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Vice President
Abilene, Texas
2000 - present

Giles Engineering Associates
Project Engineer
Dallas, Texas
1997 - 2000

### PROFESSIONAL EXPERIENCE

Mr. Yungblut has 25 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas, Louisiana, Arkansas and Oklahoma. He supervises and manages eHT's soil and materials testing laboratory responsibilities including proposal preparation, field investigation, field and laboratory analysis, report preparation and construction quality assurance and quality control.

The eHT laboratory staff utilizes state-of-the-art equipment and instrumentation. eHT procedures and methodologies conform to federal and/or state standards such as American Standards and Testing Methods (ASTM), TxDOT and American Concrete Institute (ACI).

### PROJECT EXPERIENCE

**Geotechnical Expertise**

Mr. Yungblut's geotechnical expertise includes:

- Subsurface Exploration
- Soil Property Evaluations
- Shallow and Deep Foundation Design Recommendations
- Foundations on Expansive Soils
- Pavement Design and Evaluation
- Roadway and Parking Lot Upgrades
- Airfield Pavements

**Notable Civil Projects**

- Midland Northeast Water System Improvements
- City of Eden Water Lines
- City of Midland Airport Lift Station
- Wadley Elevated Storage Tank
- City of Midland Louisiana Street Waterline Improvements
- City of Midland Northeast Elevated Storage Tank
- City of Midland Water Treatment Plant Improvements
- City of Midland Monopole Tower Sites
- Avis Lube 126, Midland
- Burger King/Popeyes, Midland
- Dollar Tree, Midland
- Oncor Addition, Midland

## Scott Yungblut, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS (CONT.)

Professional Service Industries, Inc.
Project Manager, Department Manager, Technician, Geotechnical Services
Dallas, Texas
1994 - 1997

- First Community Federal Credit Union, Midland
- Bailey County WTP
- City of Lubbock WTP
- TPWD Lake Arrowhead State Park WWTP
- City of Stamford WTP
- Acton Municipal Utility District WWTP
- City of Ozona WWTP
- City of Mason WTP
- Parker County SUD WTP
- City of Brady Radium Reduction Water Treatment Project
- City of Sweetwater WTP
- City of Ballinger WTP
- City of Abilene Grimes WTP
- Eastland County WSD WTP
- City of Lubbock Water Reclamation Plant
- City of Roscoe WTP
- City of Glen Rose WWTP
- City of Breckenridge WWTP
- City of Big Lake WWTP
- Bailey County WTP
- Upper Leon River MWD WTP
- Palo Pinto Area WSC WTP
- City of Albany WTP
- Circle Bar Truck Corral WWTP
- City of Mertzon WWTP
- Abilene ISD: Various new schools and athletic facilities
- Lamesa High School Improvements
- Hampton Inn & Suites, Lubbock
- Abilene Fire Training Academy
- Chisolm Truck Stop, Lubbock
- Hendrick Home for Children, Main Building, Abilene
- Burger King, Monahans
- La Bonita Inn & Suites, Big Lake

## Michael A. Wray, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Master of Science, Engineering and Technology Management, Colorado School of Mines, 2016

Bachelor of Science, Chemical Engineering, Colorado School of Mines, 2008

### REGISTRATIONS

Registered Professional Engineer – Texas #129846, Colorado #0050649

### PROFESSIONAL/CIVIC ORGANIZATIONS

Abilene Young Professionals Association

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Engineer
Abilene, Texas
2018 - present

Hazen Research, Inc.
Senior Project Engineer
Golden, Colorado
2011 - 2018

Freeport-McMoRan Copper and Gold
Metallurgist I
Morenci, Arizona
2008 - 2011

### PROFESSIONAL EXPERIENCE

Mr. Wray has over ten years of combined experience in the Water and Wastewater and Mining and Mineral Processing industries. His experience includes technical engineering design and management of water and wastewater projects, as well as technical engineering roles in the Mining and Mineral Processing industry. He has a solid understanding of project management, engineering principals, process optimization and construction management. As a Project Engineer with the water and wastewater eHT process group, Mr. Wray prepares engineering feasibility reports, basis of design reports and regional planning reports. He coordinates design efforts for municipal water and wastewater treatment projects as well as private water treatment projects.

### PROJECT EXPERIENCE

- **4.3 MGD Water Treatment Plant, City of Pearland:** Mr. Wray aided with the planning, design and construction phases for an improvements project at the City's existing Bailey Water Treatment Plant. The project consisted of several components including a 1.0 MG prestressed concrete ground storage tank, groundwater transmission line and groundwater treatment plant. Construction on the ground storage tank commenced ahead of the groundwater transmission line and treatment facility, which are in the planning and preliminary design stages.
- **1.6 MGD Water Treatment Plant, Corix Utilities, Texas:** Mr. Wray developed Technical Memorandums as part of the planning phase for an improvements project for the Lometa Water Treatment Plant. An assessment of the existing treatment facility, including an in-depth analysis of historical operating performance, was prepared and various treatment technologies were evaluated, including Total Organic Carbon reduction using strong oxidants, enhanced coagulation, and membrane filtration. For the membrane filtration process, Corix and eHT evaluated using ceramic membranes. Final recommendations were based on a thorough evaluation of the treatment processes, including capital and operating expenses to develop comparative life cycle cost analyses.
- **2.0 MGD Water Treatment Plant, City of Richmond:** Mr. Wray prepared an economic assessment and Engineering Report for a proposed solids dewatering project at the City's surface water treatment plant. The assessment involved pilot testing and preliminary equipment design for several solids dewatering options, including capabilities that are necessary to support current operations as well as potential future expanded operations at the plant. Capital and operating expenses were examined for the various aspects of the dewatering system and used to provide an overall recommendation to the City.

**Michael A. Wray, PE**
Enprotec / Hibbs & Todd, Inc.

- **3.0 MGD Water Treatment Plant, Corix Utilities, Texas:** Mr. Wray conducted a preliminary feasibility assessment for a water treatment facility to support a regional power generation facility. The assessment involved a collaborative effort to develop a viable treatment process to provide multiple product water streams for different uses at the power generation facility. He prepared mass balances to evaluate production scenarios during cyclical demands at the power plant and developed preliminary capital costs for the water treatment infrastructure.
- **5.0 MGD Water Treatment Plant, City of Granbury:** Mr. Wray assisted with the planning, design and construction phases of the project which consisted of expanding the City's advanced microfiltration (MF) and reverse osmosis (RO) water treatment plant from 2.5 to 5.0 MGD. A Construction Manager at Risk (CMAR) approach was used to help expedite completion of the project. Although much of the existing pretreatment plate clarification, MF and RO infrastructure was expanded, an additional sludge dewatering system and 1.0 MG prestressed concrete ground storage tank was constructed at the water treatment plant site adding a level of complexity to the project which was constrained for space prior to expansion.
- **12 MGD Water Treatment Plant, City of San Angelo:** Mr. Wray assembled the Preliminary Engineering Feasibility, Engineering Feasibility and Basis of Design Reports for the preliminary planning and funding application portions of the project. He assisted with design of the Phase II groundwater treatment facility expansion which utilizes water from the Hickory Aquifer. The project involved coordination between two subconsultants to ensure the groundwater wells, collection and transmission system and treatment infrastructure met the Client's treatment objectives and capacity requirements. Unique challenges associated with the project involved treatment technologies for the removal of elevated concentrations of iron and radionuclides commonly encountered in groundwater from the Hickory Aquifer.
- **Wastewater Master Plan and 2.0 MGD and 1.0 MGD Wastewater Treatment Plants, City of Granbury:** Mr. Wray assisted in the preparation of the Preliminary Engineering Feasibility and Engineering Feasibility Reports for the planning portion of the project and assisted with initial design stages. He prepared a Wastewater Master Plan Study in conjunction with the project to help evaluate and identify appropriate strategies to address treatment requirements in a rapidly growing community. The study included modeling of the wastewater collection system, population and demand projections, evaluation of available treatment processes, examining strategic locations for expanding and adding treatment infrastructure across the service area and considerations for future infrastructure contingent upon the location and rate of development in the City.

## Walt Medlock

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Master of Science, Civil Engineering, Environmental Emphasis, Texas Tech University, 1998

Bachelor of Science, Civil Engineering, Texas A&M University, 1995

### REGISTRATIONS

Engineer in Training

### PROFESSIONAL/CIVIC ORGANIZATIONS

Water Environment Federation

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2019 - present

Kruger / Veolia Water
Senior Process Engineer
Cary, North Carolina
2008 - 2019

Enprotec / Hibbs & Todd, Inc.
Project Engineer
Abilene, Texas
2000 - 2008

Montgomery Watson Associates
Engineer
Dallas, Texas
1999 - 2000

### PROFESSIONAL EXPERIENCE

Mr. Medlock has experience in the planning, design and construction oversight of various municipal infrastructure projects, as well as the development, design, and implementation of advanced water/wastewater treatment equipment. His municipal project experience includes planning, design, and construction oversight of water distribution systems, wastewater collection systems and water and wastewater treatment facilities. His experience with advanced water/wastewater equipment supply includes R&D, design and startup of phased oxidation ditches (BioDenitro/ BioDenipho), high-rate sand-ballasted clarifiers for tertiary phosphorus removal and stormwater BOD removal (ACTIFLO), integrated fixed-film activated sludge process (IFAS), moving-bed bio-film reactor process (MBBR), membrane bioreactors (MBR) and biological filter (BIOSTYR).

### PROJECT EXPERIENCE

- City of Midland, Northeast Water System Improvements
- City of Abilene, Hamby Water Reclamation Facility MBR Expansion
- City of Stamford, Stamford Water Treatment Plant Improvements
- La Nouvelle-Beauce RCM MBBR Leachate System, Quebec
- Chatham Park WRF MBR System, Pittsboro, NC
- Bend WRF IFAS System, Bend, OR
- Palmer WWTF MBBR System, Palmer, AK
- Tuscawilla WWTF MBR System, Charles Town, WV
- Twin Falls WWTP IFAS System, Twin Falls, ID
- Patapsco WWTP Biostyr System, Baltimore, MD
- Rock Creek WWTP Bio/Tertiary Actiflo System, Hillsboro, OR
- Camp Merrill WWTP MBR System, U.S. Army
- Bergen WWTP MBR System, Bergen, NY
- Massillon WWTP IFAS System
- Leominster WPCF Tertiary Actiflo System, Leominster, MA
- Smithfield WWTP Tertiary Actiflo System, Smithfield, RI
- Cranston WPCF Tertiary Actiflo System, Cranston, RI
- Southeast WRP IFAS System, Lubbock, TX
- Springettsbury WWTP IFAS Treatment System
- Albany Membrane WTP, Albany, TX
- Ballinger WTP Improvements, Ballinger, TX
- Sweewater Membrane WTP, Sweewater, TX

## Luci Dunn, PE

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Master of Science, Chemical Engineering
Texas Tech University, 1987

Bachelor of Science, Chemical Engineering
Texas Tech University, 1986

### REGISTRATIONS

Registered Professional Engineer – Texas #73943, 1993

### PROFESSIONAL/CIVIC ORGANIZATIONS

Brazos G Regional Water Planning Group, Voting Member

Society of Women Engineers

Texas Society of Professional Engineers

### CERTIFICATIONS/EDUCATION

AWWA Utility Risk & Resilience Certified, 2019

Certified Nutrient Management Specialist, Texas A&M AgriLife, 2013

Applied Groundwater Statistics Short Course, Intelligent Decision Technologies, Inc., 2002

Construction QA/QC for Geosynthetic Installations Short Course, TRI/Environmental, Inc., 2001

Vadose Monitoring / EPA, Oklahoma, 1995

### PROFESSIONAL EXPERIENCE

Ms. Dunn has 32 years of experience in regulatory compliance with respect to water systems. Having worked as an EPA Region VI staff member, she possesses valuable insights to help client's obtain appropriate permits from regulatory agencies. Her expertise is applied to planning regional water and wastewater systems.

### PROJECT EXPERIENCE

**Planning/Design**

Ms. Dunn prepares Preliminary Engineering Reports, including evaluation of water treatment systems, as well as preliminary design for wastewater collection and treatment systems with supporting cost estimates. She prepared required easement documentation for the Possum Kingdom Regional Water System, coordinating with the Brazos River Authority, Rural Development, residential and commercial property owners and property developers.

**Water**

As a project engineer, Ms. Dunn prepares disinfection protocol studies for water treatment plants in compliance with the Long-term 2 Enhanced Surface Water Treatment Rule and Stage 2 DBP Rule. Contact times are established to ensure proper disinfection is provided at the plant prior to distribution. She also prepares Preliminary Engineering Reports including evaluation of water treatment systems. Ms. Dunn developed the first watershed program for EPA Region 6. She provided technical oversight for the watershed project and acted as a regional liaison on watershed issues. The program's framework included integration of non-point source and point source priorities.

**Wastewater**

Ms. Dunn prepares industrial and municipal permits for wastewater discharge, sludge beneficial use, hazardous waste storage and disposal units and stormwater.

**Solid Waste**

Ms. Dunn has over 15 years of experience with solid waste projects. She provides comprehensive engineering design, permitting, and regulatory compliance assistance for solid waste facilities, including Type I, Type I-Arid Exempt (AE), and Type IV-AE. She prepares solid waste permit applications including applications for new facilities, amendments for expansion of existing facilities, and modifications of current permits.

## Luci Dunn, PE

Enprotec / Hibbs & Todd, Inc.

### CERTIFICATIONS/EDUCATION (CONT.)

Basic RCRA Inspector Training Course / EPA, Dallas, Texas, 1994

Applied Fluvial Geomorphology, Wildlance Hydrology Consultants / EPA, Dallas, Texas, 1994

Air Surveillance for Hazardous Materials / EPA, Phoenix, Arizona, 1991

Statistics, Data Analysis and Designed Experiments, 3M, Brownwood, Texas, 1990

### PUBLICATIONS/PRESENTATIONS

Brine Disposal, Texas Water Conservation Association Conference, 2015

Disinfection ByProduct, Texas Water Utilities Seminar, 2004

Cell 9 Brownwood Landfill Construction Presentation and Field Trip, St. John's Episcopal School, 2000

Engineering Career Day Presentation, Girl Scouts (Tejas Council), 1998

Earth Day Presentations, Middle Schools, Abilene, Texas, 1993 - 1995

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Senior Project Manager
Abilene, Texas
1998 - present

Regulatory Compliance Services
Chemical Engineer
Rockwall, Texas
1997 - 1998

Environmental Protection Agency
Hazardous Waste Enforcement Officer
Dallas, Texas
1994 - 1995

She prepares solid waste documentation such as groundwater monitoring reports, statistical analysis plans and reports, non-methane organic carbon Tier 2 air emissions reports, and annual municipal solid waste reports. She designs groundwater and methane monitoring systems. She prepared and implements groundwater statistical plans for analysis of detection and assessment monitoring analytical data.

Ms. Dunn provides complete project management during landfill construction, including cell design, contract technical specifications, on-site construction management and liner system quality control and quality assurance testing and inspection.

**Regulatory Compliance**

Ms. Dunn assists facilities in the negotiation of Agreed Orders, and Notice of Violations for water, wastewater, solid waste and hazardous waste enforcement issues, as well as negotiation of supplemental environmental projects in lieu of penalty payments. Typically, this work includes preparing all required documentation to maintain compliance with Agreed Orders and Notices of Violation. Ms. Dunn prepares Subtitle D permits for landfills and prepares and implements groundwater statistical plans for analysis of detection monitoring analytical data.

Ms. Dunn is proficient in interpreting Resource Conservation and Recovery Act regulations and technical information relating to toxic chemicals and their impacts on the environment. She has conducted EPA RCRA compliance inspections and has prepared enforcement documentation including 3008 (a) compliance orders, notice of violations and warning letters.

Ms. Dunn prepares a variety of plans, including stormwater management plans, pollution prevention plans, spill prevention control and countermeasures, facility closure plans, hazardous waste management and groundwater sampling and analysis.

Ms. Dunn has experience preparing the following permit types:

- Wastewater Discharge
- Sludge Beneficial Use
- Municipal Solid Waste
- Hazardous Waste Storage
- Disposal Units
- Stormwater

Ms. Dunn has conducted RCRA compliance inspections and prepared enforcement documentation and she creates plans to meet RCRA and Clean Water Act requirements.

## Luci Dunn, PE

Enprotec / Hibbs & Todd, Inc.

PROFESSIONAL ENDEAVORS (CONT.)

Environmental Protection Agency
Regional Watershed Coordinator
Dallas, Texas
1993 - 1994

Dyess AFB, Engineering Branch
Chemical Engineer
Dyess AFB, Texas
1991 - 1993

3M Traffic Control, Materials Division
Advanced Process Engineer
Brownwood, Texas
1987 - 1991

**Management**

Ms. Dunn develops Management Plans for organizations. She served as the first Watershed Coordinator for EPA-Region 6 and developed the Regional Management Plan prototype for the Program. She gathers data from personnel in various government agencies/departments in order to develop program mission statements, prepare organization charts, establish lines of responsibility and define roles with a Management Plan structure. She develops position descriptions, pay scales and written operating and administrative policies.

Her experience includes testing product quality and improving profitability through decreased production time.

**Notable Projects**

- Risk Management Plans, Brazos Regional PUA, Upper Leon River MWD, City of Abilene, City of Cisco, White River MWD
- Air Permit-by-Rule Documentation, City of Abilene, City of Brownwood, AES Wind Generation Facility
- Wastewater Discharge Permit Applications, Various municipal clients over the past 15 years
- Compliance assistance with Notice of Violations, Agreed Orders and Supplemental Environmental projects for wastewater, water, air and solid waste issues, Various municipal clients over the past 10 years
- Disinfection protocols for water treatment plants
- Industrial stormwater pollution prevention plans for wastewater treatment plant with flow of >1 MGD, landfills, and industrial facilities
- Spill prevention control and countermeasure plans, municipal airports, service centers, landfills and industrial facilities
- Facility engineering plans, regional water and wastewater system improvements, Rio WSC
- Facility engineering plan, regional water and wastewater system improvements, City of Roma
- Easement Coordinator, Possum Kingdom WSC
- Watershed Coordinator, EPA Region 6

## Riley Griffith, RPLS

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Horticulture
Texas A&M University, 1993

### REGISTRATIONS

Registered Professional Land Surveyor – Texas #4683, 2006; OK #1662

### PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Surveyors

California Land Surveyors Association

Oklahoma Society of Land Surveyors

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Survey Department Manager
Abilene, Texas
2017 - present

RG Surveying, Inc.
Owner
2015 - 2017

West Company of Abilene Land Surveying
Managing RPLS
2006 - 2015

### PROFESSIONAL EXPERIENCE

Mr. Griffith is the Survey Department Manager of Enprotec / Hibbs & Todd, Inc., and has 20 years experience in the field of land surveying. He has worked on residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; a flood control dam; TxDOT ROW projects; Patent Surveys for the GLO; residential, commercial, and farm and ranch surveys. He has experience with pipeline route surveys, construction staking and ALTA surveys across West Texas, including boundary and topographic surveys; elevation certificates; ground bed surveys in Texas and Oklahoma; subdivision platting; and, oil well location staking.

### PROJECT EXPERIENCE

- Abilene Central Business District Street Repair
- Abilene Convention Center Renovations
- Abilene Fire Training Facility
- Midland Northeast Water Line Project
- Ballinger Memorial Hospital District
- Hendrick South Medical Buildings
- Dyess Air Force Base Hospital Facilities, SES Construction and Fuel Services, LLC
- Stonewall County Nursing Facility
- Rehabilitation of Hospital of Abilene, Med Properties
- Fire Station #7, City of Abilene
- Abilene Law Enforcement Center, City of Abilene
- Tuscany Ridge Development
- ACU Irrigation Pump Station
- Hampton Hills Development
- Water System Improvements, City of Stamford
- Wylie ISD New Elementary School
- San Angelo College Hills Boulevard Rehabilitation Project
- Hardin-Simmons University Moody Center and Behrens Auditorium
- Highway 18/36 Development, Development Corporation of Abilene
- Antilley Road Subdivision
- Taylor County Exposition Center Improvements
- Water System Improvements, City of Loraine
- Water System Improvements, City of Sweetwater

## Josh Gadbois

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Civil Engineering, Texas A&M University, 2016

### REGISTRATIONS

Engineer-in-Training

### PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Engineers

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Staff Engineer
Abilene, Texas
2017 - present

JonesICarter
Design Engineer
College Station, Texas
2016 - 2017

Owners Building Resource, LLC
Assistant Project Manager
College Station, Texas
2014

### PROFESSIONAL EXPERIENCE

Mr. Gadbois has experience in the planning, design and construction oversight of various municipal infrastructure and private development projects. His municipal project experience includes improvements to water distribution systems, wastewater collection systems and water and wastewater treatment facilities. His general civil and private development project experience includes the design and construction oversight of street and sidewalk rehabilitation, drainage facilities and multi-family, single-family and commercial development.

### PROJECT EXPERIENCE

- USDA RD Water Distribution System Improvements, Hawley WSC, Jones County
- TWDB Radium Reduction Water Treatment System and Distribution System Improvements, City of Mason
- TWDB Wells and Distribution System Improvements, Rolling Hills Water Service
- College Hills Boulevard Street Rehabilitation and Utility Relocation, City of San Angelo
- Wastewater Master Plan, City of Abilene
- AJ Brown Wastewater Treatment Plant Improvements, City of Huntsville
- Wastewater Treatment Plant UV Disinfection and Post-aeration Improvements, City of Big Lake
- TXCDBG Water Distribution System Improvements, Eastland County Water Supply District
- TXCDBG Water Distribution System Improvements, City of Loraine
- Louisiana Avenue Water System Improvements, City of Midland
- Disinfection Improvements, Eastland County WSD
- Atmos Energy Office and Maintenance Facility, Sweetwater, Texas
- TXCDBG Downtown Sidewalk Reconstruction, City of Franklin
- Old Hearne Road Street Rehabilitation and Utility Relocation, City of Bryan
- Grace Bible Church Drainage Analysis and Improvements, College Station
- Drainage Analysis & Improvements, Montgomery County MUD 8
- Wehmeyer Barbeque, Brenham, Texas
- Cowboy Church of Brenham, Texas
- Oakwood Homes Development, Bryan, Texas
- Spring Creek Mobile Home Park, Waller, Texas
- Copper Creek Condos, College Station, Texas

## Scott E. Campbell, PE, CWI

Enprotec / Hibbs & Todd, Inc.

### EDUCATION

Bachelor of Science, Mechanical Engineering Technology, Texas A&M University, Specialty in Welding/Metallurgy

### REGISTRATIONS

Registered Professional Engineer – Texas #98545

Certified Welding Inspector, American Welding Society #04041251

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Engineer
Abilene, Texas
2019 - present

Bulldog Steel Products, Inc.
Engineering / Operations Manager
Clyde, Texas
2005 - 2019

Lauren Engineers and Constructors, Inc.
Quality Control Manager
Abilene, Texas
2002 - 2005

Tippett & Gee, LTD
Piping Design Engineer
Abilene, Texas
2001 - 2002

Bulldog Steel Products, Inc.
Quality Control Manager
Clyde, Texas
1994 - 2001

### PROFESSIONAL EXPERIENCE

Mr. Campbell has over 28 years of experience ranging from Weld Engineer, Pressure Vessel / Tank Engineer, Quality Control Manager, and Operations Manager. Most of his experience was to support municipalities with potable, non-potable, and wastewater tank and vessel designs needing to comply with TCEQ requirements. Mr. Campbell is proficient in the pressure vessel Codes ASME Section VIII-1 and The National Board Inspection Code. AWWA standards D100 for welded storage tanks, and D102 for their coatings, are also an area of expertise.

### PROJECT EXPERIENCE

- Have personally performed or overseen the design, fabrication, erection, testing, inspection, and coating of thousands of pressure vessels and hundreds of ground storage tanks and standpipes utilized in the Texas water supply/ treatment industry.
- Personally performed or oversaw solutions to various water storage challenges with proposed and existing facilities, in both production shop and field environments.
- City of Midland, Service Water System Improvements
- City of Midland, Wastewater Basin Pump Improvements
- City of Pearland, Water Treatment Plant Design Improvements
- Possum Kingdom WSC, Pump Station Improvements
- City of Sweetwater, Quarterly Water Availability Assessment
- City of Abilene, Water Treatment Plant Filtration Improvements
- City of Brady, Water Treatment Plant Improvements
- Seimens: Designed balance of plant piping for a simple-cycle power generation facility utilizing multiple Seimens 501F combustion turbines.

BAIRD GILROY & DIXON
ELECTRICAL ENGINEERS

# John W. Gilroy, Jr., P.E.

*Principal*

**EDUCATION:**

B.S. in Electrical Engineering

Texas A&M University – 2008

**REGISTRATION:**

Licensed Professional Engineer:

Texas No. 112871

**CERTIFICATIONS:**

TxDOT Employee Sequence No. – 21414

*Pre-certified Categories:*

8.2.1 Illumination

10.4.2 Pump Stations – Electrical

**AFFILIATIONS:**

Institute of Electrical & Electronics Engineers

## Background

Mr. Gilroy is the co-founder and Principal of Baird Gilroy & Dixon, LLC and has 12 years of experience in the design of water and wastewater facilities. His expertise includes low voltage and medium voltage power distribution, automatic controls, instrumentation, and lighting design for numerous new facilities and for modifications, expansions, and upgrades to existing facilities.

Mr. Gilroy's experience also includes the design of more than 150 water and wastewater treatment plant projects.

## Project Experience

***High Service Pump Station - San Jacinto River Authority – Montgomery County, Texas:*** The High Service Pump Station supplies potable water to the City of Conroe, The Woodlands, and surrounding unincorporated areas. The site is fed from dual 12.47 kV feeds with individual 7.5 MVA step-down transformers to a distribution voltage of 4.16 kV powering the main-tie-main electrical system for the facility. The proposed facilities include two (2) five million gallon Ground Storage Tanks, six (6) High Service Pumps ranging from 200HP to 700HP (Ultimate 1,750HP), 7,800 sq ft pump room and 8,200 sq. ft. electrical room. Below grade medium and low voltage cable tray trenches were designed to carry power and instrumentation cables from the electrical room to the pump room without interfering with facility operations. All equipment spacing and sizing was provided for expansion in future phases. Four of the high service pumps were designed with clean power variable frequency drives with solid state reduced voltage (SSRV) bypass starters. Arc resistance switchgear and exhaust ducts were designed to protect personnel and equipment through the containment and redirection of arc fault energy out of the electrical room. Both the Electrical and Pump rooms were designed with energy efficient LED high-bay lighting systems providing varying levels of illumination as required by facility personnel. The SCADA system architecture included a fiber optic ring network to the main control room. The communication protocol utilized throughout the project for PLCs and field devices was Ethernet/IP. Design was completed using 3D BIMS and database CAD software packages to minimize construction conflicts between disciplines and provide the Authority with detailed as-built documents.

***North & South Kuehler Wastewater Treatment Plants Expansion – New Braunfels Utilities – Comal County, Texas:*** Design of electrical improvements and energy efficiency upgrades that included 12 new blowers with variable frequency drives, replacement of existing motor control centers, and installation of plant-wide SCADA system for both wastewater treatment plants. The plant-wide SCADA system included wireless, copper, and fiber connections utilizing MODBUS TCP/IP communication protocols and the installation of Smart MCCs and Siemens PLCs.

***Water Plant No. 4 – City of Shenandoah, Texas:*** Electrical and Instrumentation design for Phase I of a Water Plant with a Catahoula vertical turbine well, three booster pumps, ground storage tank, hydropneumatic tank, electrical provisions for future reverse osmosis system, SCADA system design, and a 600KW emergency stand-by generator.

***Water Plant No. 1 Improvements – Montgomery County MUD No. 18 – Montgomery County, Texas:*** Electrical and instrumentation design for a new 350HP Catahoula vertical turbine well with cooling tower, new electrical power system, and electrical control and SCADA system for entire plant.

***City of Huntsville – AJ Brown Wastewater Treatment Plant Improvements – Walker County, Texas*** Design of the electrical and instrumentation system for the 4.5 MGD expansion and rehabilitation of the existing wastewater treatment plant. Improvements to the plant included a new SBR system, new influent screens, new dewatering facility, new chlorine contact basin, and modifications to the influent pumps station. A new electrical system was designed to power the proposed and existing electrical loads. The design included a new SCADA system and new LED lighting throughout the plant.

***Wastewater Treatment Plant Expansion – Fort Bend County WC&ID No. 2 – Fort Bend County, Texas:*** Expansion and improvements to the existing wastewater treatment plant. The improvements included the replacement of the existing centrifugal blowers with three (3) 300 HP high efficiency blowers with dissolved oxygen control system and three (3) paralleled 500 kW natural gas generators. With existing facilities throughout the plant site, a wireless communication system was utilized to send signals to communicate alarms from remote equipment to the central controller.

***Water Treatment Plant Improvements – Eastland County Water Supply District – Eastland County, Texas:*** Electrical and instrumentation design for modifications to the existing plant including: new membrane filtration system and building, relocated high service pump station, renovation of the existing Operations Building, reuse and waste storage tanks, and new SCADA system.

***2017 DWSRF Water System Improvements – City of Granbury:*** Electrical and instrumentation design for the Scout Camp Pump Station, Meander Estates Elevated Storage Tank, Meander Pump Station Improvements, and North Elevated Storage Tank Improvements.

***Wastewater Treatment Plant Emergency Generator Additions – City of Baytown:*** Served as the Project Manager for the installation of 1.5 MW diesel engine generators installed on 17'-6" and 10'-0" elevated platforms at the Central District and East District Wastewater Treatment Plants to locate generators and electrical equipment above hurricane storm surge wave elevation.

***Steinman Lift Station Expansion – City of Baytown – Harris County, Texas:*** Design of electrical power system, PLC control system for VFD lift pumps, drypit and control room lighting, lightning protection system, and 250kW diesel generator installed on a 14'-6" elevated platform for a wet pit/ dry pit lift station located off Burnet Bay. All electrical penetrations into drypit are watertight and all electrical equipment is located above storm surge wave elevation.

***City of Palestine – Raw Water Pump Station Improvements – Anderson County, Texas:*** This project included the replacement of the existing 2400-volt electrical switchgear dated from 1967 with a 480-volt motor control center with variable frequency drives, new redundant air conditioning systems, and replacement of the underground duct bank to the raw water vertical turbine pump motors.

BAIRD GILROY & DIXON
ELECTRICAL ENGINEERS

# Jon-Paul Dixon, P.E.

*Principal*

**EDUCATION:**

B.S. in Electrical Engineering

Prairie View A&M University – 2007

**REGISTRATION:**

Licensed Professional Engineer:

Texas No. 112808

**CERTIFICATIONS:**

Indusoft Certified Systems Integrator

Siemens SIMATIC TIA Portal

VTScada Advanced Integrator

**AFFILIATIONS:**

Water Environment Association of Texas

Association of Water Board Directors

National Society of Black Engineers

## Background

Jon-Paul Dixon is a Principal and Project Manager with the firm who has for 13 years of experience related to electrical design and automation for Water/Wastewater facilities. His engineering efforts includes designing electrical systems, instrumentation and automation systems, as well as applications development and programming of the firm's SCADA Implementation and Field Services.

Project experience includes designs for redundant programmable logic controllers, communication network infrastructure for facility automation, wireless communications, and overall SCADA system designs. This includes interfacing existing legacy RTUs with newer SCADA/HMI software application. Designs also include utilizing manufacturer's communications ports and integrating device information into the SCADA system. Such devices include variable frequency drives, power monitors, motor protection relays, motor operated valves, and similar equipment. This allows for a complete overview of the facilities' control equipment.

Mr. Dixon has developed construction schedules and cost estimates and participated in all aspects of bid phase services for regional government projects. Construction management experience includes scope, schedule, and budget management as well as submittal reviews, RFI responses, and change order management.

## Project Experience

***City of Sugarland-Lift Station Rehabilitations 2017:*** Engineering for this project included the rehabilitation for four lift station within the City of Sugarland. The Control panels were designed to meet City's Design Guidelines with Allen-Bradley PLC control system as primary operations, and air-cell bubbler system as a backup. All of the controls and protective devices including, solid-state motor overloads, relevant pump and lift station status signals were wired to terminal blocks for connection to City's SCADA system. A rain shield with overhead light was included for the lift station control panel. A manual transfer switch with a portable generator receptacle were installed for emergency power.

***Harris County MUD 102 Water Plant No.2:*** Signed and sealed construction documents for the electrical design which included complete MCC replacement, generator addition, facility automation controls, and surveillance cameras. MCC contained variable frequency drives for 4-60HP booster pumps and 1-200HP Well pump. PLC program utilizes PID controls to maintain constant distribution pressure by varying speed of booster pump. A secure VPN connection is

made to the facility by means of cellular modem/router. This connection allows operations to remotely view, control, and download system devices and information.

***Chelford City MUD Regional Wastewater Treatment Facility – Phase 6 Rehabilitation:*** Complete rehabilitation of an existing 15.5 MGD waste-water treatment facility. Added additional 4160V electrical service drop to feed new and existing switchgear. Replaced and expanded existing SCADA system at the facility. System includes 11 Allen Bradley PLCs both SLC500's and CompactLogix models. Multiple VFDs and MOVs controlled through the facility's industrial ethernet network. New server-based HMI utilizing InduSoft Web Studio. Initial deployment application will contain 3,000 tags with expandability up to 16,000 tags once additional remote sites are brought online.

***Clear Lake City Water Authority – Lift Station SCADA System:*** Engineering included replacement of the original AutoCon 9710 SCADA controllers with new Allen-Bradley PLCs to match those installed at the WWTP. Over 35 remote sites were included within the project. The communications network was replaced with Spread Spectrum 900 Mhz radio links with high speed Ethernet communications that allow monitoring and control of the entire network from the Master Station at the WWTP and the public works building. All sites were designed to include uninterruptable power supply (UPS) units. In addition, programming of the existing Wonderware HMI was modified to include the additional sites and status inputs added during this project.

***Cimarron MUD Water Plant No.3 Generator Addition:*** Signed and sealed construction documents for the electrical design which included the addition of 500KW natural gas generator for emergency power to water plant. Performed generator sizing calculations and sized natural gas piping requirements for generator. Generator was connected to the facility's SCADA network for monitoring of generator's status.

***League City – South Shore Lift Station Rehabilitation:*** Design of the electrical and instrumentation system for the complete rehabilitation of the existing lift station. Improvements to the site included a new pump control panel, diesel generator, and SCADA devices. The new electrical system was designed to power the proposed and existing electrical loads. The design included new LED lighting throughout the site.

***Sendero (FBCMUD 132) Lift Station No.1:*** Duplex lift station for the Sendero residential community near Fulshear. The electrical design for this lift station included PLC-based control system and cellular based communications to the neighboring FBC MUD 133 WWTP to regulate flow to the headworks. In addition to the manual transfer switch and quick connect, the design includes provisions for a future generator and ATS.

## Technical Publications (Presentations):

### Texas Water 2017 Technical Presentation

"CYA-Covering Your Assets: Applying Cybersecurity Best Practices to you Cellular SCADA Network"

BAIRD GILROY & DIXON
ELECTRICAL ENGINEERS

# Gregory S. Baird, P.E.

*Principal*

**EDUCATION:**

B.S. in Electrical Engineering

Texas A&M University – 2002

**REGISTRATION:**

Licensed Professional Engineer:

Texas No. 100260

**CERTIFICATIONS:**

TxDOT Employee Sequence No. – 17547

*Pre-certified Categories:*

8.2.1 Illumination

10.4.2 Pump Stations – Electrical

**AFFILIATIONS:**

Institute of Electrical & Electronics Engineers

Water Environment Association of Texas

Association of Water Board Directors

## Background

Mr. Baird is the co-founder and Principal of Baird Gilroy & Dixon, LLC. He has 17 years of experience in the electrical design of pump stations, water systems, wastewater treatment plants, and commercial facilities. His expertise includes power distribution, automatic control, and lighting design for numerous new facilities and for modifications, expansions, and upgrades to existing facilities.

He also performs inspections of construction projects to insure compliance with the construction documents and all applicable codes. In addition, he can perform facility evaluations of clients' water and wastewater facilities to determine code compliance, troubleshoot operational problems, as well as recommend preventive maintenance and capital improvements.

## Project Experience

***High Service Pump Station - San Jacinto River Authority – Montgomery County, Texas:*** The High Service Pump Station supplies potable water to the City of Conroe, The Woodlands, and surrounding unincorporated areas. The site is fed from dual 12.47 kV feeds with individual 7.5 MVA step-down transformers to a distribution voltage of 4.16 kV powering the main-tie-main electrical system for the facility. The proposed facilities include two (2) five million gallon Ground Storage Tanks, six (6) High Service Pumps ranging from 200HP to 700HP (Ultimate 1,750HP), 7,800 sq ft pump room and 8,200 sq. ft. electrical room. Below grade medium and low voltage cable tray trenches were designed to carry power and instrumentation cables from the electrical room to the pump room without interfering with facility operations. All equipment spacing and sizing was provided for expansion in future phases. Four of the high service pumps were designed with clean power variable frequency drives with solid state reduced voltage (SSRV) bypass starters. Arc resistance switchgear and exhaust ducts were designed to protect personnel and equipment through the containment and redirection of arc fault energy out of the electrical room. Both the Electrical and Pump rooms were designed with energy efficient LED high-bay lighting systems providing varying levels of illumination as required by facility personnel. The SCADA system architecture included a fiber optic ring network to the main control room. The communication protocol utilized throughout the project for PLCs and field devices was Ethernet/IP. Design was completed using 3D BIMS and database CAD software packages to minimize construction conflicts between disciplines and provide the Authority with detailed as-built documents.

***Water Well No. 9 – College Station, Texas:*** This project includes the addition of Water Well No. 9 and includes a 500 HP (Ultimate 600 HP) well motor with Variable Frequency Drive (VFD). This project included the extension of fiber optic communication from Well No. 7 to Well Nos. 8 & 9.

***Office and Generator Building – Harris County MUD No. 200 – Harris County, Texas:*** Design of a hardened building to house a meeting room that can also be used by operation staff during hurricane events, restroom with a shower, and a room to store the District's portable generator.

***Wastewater System Improvements – Glen Rose, Texas:*** Design of the expansion and improvements to the existing wastewater treatment plant. The treatment process was converted from Activated Sludge to Sequence Batch Reactors (SBR). The three (3) existing 10HP submersible lift pumps were replaced with 20 HP submersible lift pumps. The existing electrical service was replaced and relocated along with converting the system voltage from 240 volt, 3-phase to 480 volt, 3-phase. The project also included the addition of a cloth disk filter, a screw press dewatering system, and a 400kW diesel backup generator.

***Training Acadamy Generator Addition - Harris County Sheriff's Office - Harris County, Texas:*** The project included the addition of a 600kW bi-fuel backup generator at an existing training facility.

***Wastewater System Improvements – Glen Rose, Texas:*** Design of the expansion and improvements to the existing wastewater treatment plant. The treatment process was converted from Activated Sludge to Sequence Batch Reactors (SBR). The three (3) existing 10HP submersible lift pumps were replaced with 20 HP submersible lift pumps. The existing electrical service was replaced and relocated along with converting the system voltage from 240 volt, 3-phase to 480 volt, 3-phase. The project also included the addition of a cloth disk filter, a screw press dewatering system, and a 400kW diesel backup generator.

***Steinman Lift Station Expansion – City of Baytown – Harris County, Texas:*** Design of electrical power system, PLC control system for VFD lift pumps, drypit and control room lighting, lightning protection system, and 250kW diesel generator installed on a 14'-6" elevated platform for a wet pit/ dry pit lift station located off Burnet Bay. All electrical penetrations into drypit are watertight and all electrical equipment is located above storm surge wave elevation.

***Francis Street Water Plant Water Well & Electrical Replacement – Fort Bend County WCID No. 2 – Fort Bend County, Texas:*** The addition of a new water well with 500 HP motor to replace the existing water well. A new electrical system including a larger electrical service, control building, motor control center, and PLC-based control system to power and control the new well and the existing booster pumps.

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will the Required tabs count as a page?**

**A1. No.**

**Q2. Would the City allow SOQs to separate the requested information with titles of "Tab 1: Letter of Interest, Tab 2: Firm's Organizational Chart, Tab 3 etc." in a running document as opposed to physical tabs separating the sections?**

**A2. No.**

**Q3. To adequately address the 20 service categories listed in section 1.5 of the RFQ, would the City allow additional project experience to be included in the appendix? Perhaps limit to one page per service category?**

**A3. Yes**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.

Company Name

Bidder Authorized Signature

March 15, 2020

Date

Scott Hibbs, PE

Please Print Above Name

(325) 698-5560

Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Is there an online portal that we can monitor for addendums and QA responses?**

**A1. The online portal where you can monitor bids are at https://www.midlandtexas.gov/bids.aspx and of course can always call the purchasing department at 432-685-7234 for additional information.**

**Q2. Does the Conflict of Interest Questionnaire count towards the 12-page limit.**

**A2. No.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 15, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Under 1.5 Services Required, one of the requirements is *Direct Supervision, inspection and construction materials testing of construction projects,* could you please clarify if this includes asbestos inspection?**

**A1. Services could include asbestos inspection if your firm provides those services. We are selecting up to six firms.**

**Q2. Under 1.5 Services Required, one of the requirements is *Technical support for legal and financial issues,* could you please clarify or expand on the type of support required? Could you please give an example?**

**A2. These services could include, project documentation, support, and review, expert testimonies, resolution, mitigation or litigation support as it relates to insurance claims or construction and engineering disputes.**

**Q3. Under 3.7.1 An assessment of the present workload at the office where this project will be accomplished, including the number of projects by size and on-site technical staff availability, could you please clarify What you mean by the number of projects by size? Does it mean construction cost size or project area size/LF/square ft?**

**A3. Size is typically given in cost.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 15, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will category 9 (Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years) count against the 12 page limit?**

**A1. No.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 15, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: March 5, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. When the City put out the on-call Engineering Services RFQ in 2015 they provided an addendum that stated: "*The response does not have to address each area of section 1.5 - only those areas that each company has expertise in. Points are not based on quantity of areas of expertise, only in each specific target area. Respondents are discouraged from "partnering" with other firms to cover each area of expertise.*"**

**Is it the City's intent to use the same criteria in this RFQ?**

**A1. Yes.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 15, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: March 9, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Clarification of addendum #5. As per addendum #5, Respondents are discouraged from "partnering" with other firms to cover each area of expertise.". Could you please clarify if respondents still need to answer RFQ item 3.9 Service provider subconsultant project team?**

**A1. Strike the word "discouraged" from addendum #5. Respondents CAN, in fact, partner (use sub consultants). The intention of addendum #5 is to provide respondents with an understanding that they are not required to cover all items under section 1.5 SERVICES REQUIRED. If the primary firm is not capable of providing certain services, they will not be disqualified or have the omitted services counted against them during selection. If a respondent is using subs, then requirements under 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM should be addressed. If no subs are used this section is not applicable.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 15, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 7

DATE: March 16, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Does the City prefer that we title the sections with the headings listed in 2.10 or 3 of the RFP?**

**A1. The format and headings required are listed in 2.1 SOQ PREPARATION/FORMAT**

**Q2. Does the City require a Table of Contents and if so, will this be counted toward the page limit?**

**A2. No. Table of Contents is NOT required. If one is used it will NOT count towards the 12-page limit.**

**Q3. We see that the sample contract is included as part of the RFP, does the City want our SOQ to address any exceptions or our acceptance of this contract?**

**A3. NO. Any exceptions to the contract will be addressed after selection.**

**Q4. If so, in what portion of our SOQ should this be included?**
**N/A**

**A4. N/A see Q3.**

**Q5. What does the City consider 'recent' in regards to the similar projects?**

**A5. We will leave this open to interpretation from the respondent.**

**Q6. Please confirm that information for drilling and laboratory subcontractors would not be required at this time. We are assuming that Subconsultants refer to other engineering / consulting firms which the Prime Contractor plans to used to provide the specified services.**

**A6. The term "sub-consultants" refers to other firms used to meet services required under 1.5 SERVICES REQUIRED.**

**Q7. In regards to the font and margin requirements, is it possible to have some of the graphics and images bleed over into the margin? As long as it is not text?**

**A7. NO.**

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

*All other terms and conditions shall remain the same.*

Enprotec / Hibbs & Todd, Inc.
Company Name

Bidder Authorized Signature

March 16, 2020
Date

Scott Hibbs, PE
Please Print Above Name

(325) 698-5560
Phone

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-02**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, FREESE AND NICHOLS, INC. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of

COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND**

**CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

| | |
|---|---|
| If to CITY: | City Manager's Office<br>P.O. Box 1152<br>Midland, Texas 79702 |
| If to COMPANY: | FREESE AND NICHOLS, INC.<br>4055 INTERNATIONAL PLAZA, SUITE 200<br>FORT WORTH, TEXAS 76109 |

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration

of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

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

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 FREESE AND NICHOLS, INC., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Courtney B. Sharp | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____ |

## 3.1 COVER CITATION

*Submitted to:*
Erika Martinez
Purchasing Manager
City of Midland
300 North Loraine
Midland, Texas 79702

# CITY OF MIDLAND

## Statement of Qualifications for:
## On-Call Engineering Services for the Utilities Dept.

**RFQ 20002430**

*Date of Submittal: 3 p.m. on March 18, 2020*

FREESE AND NICHOLS

HITACHI
HITACHI

## 3.2 LETTER OF INTEREST

March 18, 2020

Erika Martinez | Purchasing Manager | City of Midland
300 North Loraine | Midland, Texas 79702

**Statement of Qualifications for On-Call Engineering for the Utilities Dept – RFQ 20002430**

Dear Ms. Martinez and Selection Committee Members:

As the City of Midland addresses continued growth, Freese and Nichols, Inc. (FNI) appreciates the City's commitment to fiscal sustainability, and ***planning, designing and constructing Utilities infrastructure efficiently*** — especially to serve developing areas — while supporting residents' quality of life and economic development. FNI offers a full menu of comprehensive, in-house resources ***accustomed to working as a cohesive team*** — planning, design and construction services — to help City staff meet these goals. Our organizational chart (Section 3.3) shows key leadership for the service areas where we can most effectively support the Utilities Department.

### 3.2.1 UNDERSTANDING AND COMMITMENT

We understand that the City of Midland is building a cadre of qualified engineering consultants, who — on an on-call basis — can ***deliver available resources*** to work with City staff and ***effectively move Utilities projects forward*** through the regulatory, planning and evaluation, design, bidding support, construction oversight and inspection processes and into full operation. We recognize the priority the City places on integrating new projects with existing infrastructure, sizing facilities to handle future development and constructing facilities to optimize maintenance resources.

***We are fully committed to completing projects in a timely manner***. Please contact us with any comments or questions. We look forward to the opportunity to continue supporting your Utilities staff as you serve residents and businesses in Midland.

Sincerely,

John Dewar, PE
Principal-in-Charge

Heather Keister, PE, CFM
Client Representative

### 3.2.2 CONTACT PERSON

**Freese and Nichols, Inc.**
Heather Keister, PE, CFM
Client Representative
2732 82nd Street, Suite A
Lubbock, Texas 79423
806-686-2706 | heather.keister@freese.com

**Binding Authority**
John Dewar, PE | Principal-in-Charge
817-735-7431 | john.dewar@freese.com

### 3.2.3 SUBCONSULTANT CONTACTS

**Surveying**
Cory Dulin, PE, CFM, Principal
AMD Engineering, LLC
2807 74th Street #8
Lubbock, Texas 79423
817-771-5976 | cdulin@amdeng.com

## 3.3 SERVICE PROVIDER ORGANIZATIONAL CHART

## 3.3/3.3.1 ORG. CHART/PROJECT MANAGER AND KEY PERSONNEL

### CITY OF MIDLAND

| PRINCIPAL-IN-CHARGE | CLIENT REPRESENTATIVE | QUALITY ASSURANCE |
|---|---|---|
| **John Dewar, PE** | Heather Keister, PE, CFM | **Nick Lester, PE** |

| PROJECT MANAGER | QUALITY CONTROL |
|---|---|
| **WATER DISTRIBUTION SYSTEM** | |
| Aaron Conine, PE, ENV SP \| Sm. Dia. PL<br>Nick Lester, PE \| Large-Diameter PL<br>Ryan Opgenorth, PE \| ESTs/GSTs | Rusty Gibson, PE \| Pipelines<br>Charles Kucherka, PE, CCM \| ESTs/GSTs |
| **SEWAGE COLLECTION SYSTEMS** | |
| Robb Otey, PE, PACP \| Large-Diameter PL<br>Aaron Conine, PE, ENV SP \| Sm. Dia. PL | Rusty Gibson, PE |
| **WATER TREATMENT PROCESSES** | |
| James Naylor, PE | David Sloan, PE, BCEE |
| **WASTEWATER PLANT PROCESSES** | |
| Murali Erat, PE | Chad Simmons, PE, BCEE |
| **PUMP STATIONS AND PRESSURE MAINTENANCE FACILITIES** | |
| Rusty Gibson, PE | Nick Lester, PE |
| **RAW WATER SOURCES (SURFACE)** | |
| Lissa Gregg, PE, CFM, ENV SP | Tom Gooch, PE |
| **ENVIRONMENTAL, SAFETY, SECURITY AND VULNERABILITY ASSESSMENTS** | |
| David Hunn, PE \| AWIA | Trey Shanks, CFM, IAM \| AWIA |
| **COMPUTER MODELS/GIS OF WATER AND/OR WASTEWATER ISSUES** | |
| Andrew Franko, PE | Jessica Brown, PE |
| **SURVEYING** | |
| AMD Engineering and Surveying | |
| **MUNICIPAL CODE REVISIONS** | |
| Daniel Harrison, AICP | Dan Sefko, FAICP |
| **DIRECT SUPERVISION, INSPECTION OF CONSTRUCTION PROJECTS** | |
| Chris Jones, PE, CCM, CDT | John New, PE, CCM |
| **ELECTRICAL & CONTROL WIRING FOR EQUIPMENT & PROCESS CONTROL** | |
| Brian Pearce, PE | Wade Zemlock, PE |
| **GENERAL COMPLIANCE AND PERMITTING ISSUES** | |
| Katie Leatherwood, PG | Kimberly Buckley, PG |

## 3.4 SERVICE PROVIDER QUALIFICATIONS

**SERVING MIDLAND:** FNI is committed to supporting Midland Utilities' projects, whether we function as ***an extension of your staff*** to facilitate fully informed decisions ***or deliver turn-key solutions*** to expedite quick-turnaround projects. Client Representative Heather Keister will be your primary point-of-contact until a project's scope is determined and a Project Manager assigned. She will remain involved throughout each project to help facilitate communications and responsiveness.

**HISTORY OF MUNICIPAL ENGINEERING**: FNI traces its roots to 1894 when founder John Hawley became of one the state's first independent water and sewer engineers. Our continuing focus on serving municipalities, seldom pursuing work for developers, allows us to ***represent your best interests***. Our focus also enables us to better understand municipal operations and infrastructure, including challenges presented by funding needs and communications with stakeholders and City Councils.

### 3.4.1 PRIME FIRM AND PRINCIPAL

Freese and Nichols, Inc.
2732 82nd Street, Suite A
Lubbock, Texas 79423

Principal-in-Charge
John Dewar, PE
817-735-7431
john.dewar@freese.com

### SUBCONSULTANT

**Surveying**
Cory Dulin, PE, CFM
AMD Engineering, LLC
2807 74th Street #8
Lubbock, Texas 79423
817-771-5976
cdulin@amdeng.com

**DEDICATED CONSTRUCTION SERVICES TEAM:** FNI has one of the largest Construction Services Groups among Texas-based engineering consultants of dedicated construction management professionals. Our team of nearly 120 inspectors, cost estimators, schedulers, construction managers and others are ***accustomed to construction projects in Texas and know the Texas market***.

**WHOLE-PROJECT APPROACH**: Our planning engineers, such as proposed Modeling/GIS Project Manager Andrew Franko, will work with our Project Managers — Aaron Conine, Ryan Opgenorth, Robb Otey, Nick Lester, James Naylor and Murali Erat — to create design concepts that address the needs of the whole water or wastewater system. This collaboration delivers solutions that allow ***simple, safe and reliable operation without excess infrastructure and costs***. Our design engineers have experience in rural and congested urban environments and will perform a life-cycle cost analysis of all construction options. Our construction services team — led by Chris Jones — keeps track of market trends and pricing, critical to accurate construction cost estimates and informed decision-making. This working relationship allows us to ***bring decision-making forward*** to the planning and design phases, when cost and risk can be most effectively managed.

**STAFF AVAILABLE TO MOVE FORWARD:** FNI has the qualified staff available to move forward with projects. Many of our clients, who had been struggling with overwhelming CIPs, have applauded our ability to ***"get projects done."*** In addition to our 100+ North and West Texas water/wastewater professionals, we have a ***one-stop shop*** of mechanical, electrical, plumbing, structural, geotechnical, site civil, stormwater, roadway, architecture and environmental professionals who regularly support water and wastewater projects.

**FUNDING SUPPORT:** Although not part of the scope listed in the RFQ, FNI can support the Utilities Department with seeking funding opportunities. Funding Specialist Mark Evans helped municipalities gain $118 million in Texas Water Development Board (TWDB) funding in 2019, and we have prepared applications for $320 million in 2020.

US MOTORS

## 3.5.1 PROJECT MANAGER AND PROJECT TEAM

*Following are selected team leaders and the expertise they offer. In this section, we provide abbreviated information on education (highest degree) and licenses. Please see resumes beginning on Appendix page 1 for more details on all of our team members.*

### HEATHER KEISTER, PE, CFM | CLIENT REPRESENTATIVE

**Education:** MS, Civil Engineering, Texas Tech University **| Licenses:** Professional Engineer, Texas **| Experience:** 17 years **|** Heather has been Midland's primary point-of-contact to access FNI's multidiscipline resources throughout her seven years with FNI. Lubbock-based and an FNI Associate, she specializes in providing client-service support and insight into client issues and goals for FNI's multidiscipline planning, design and construction services work with West Texas municipalities.

### JOHN DEWAR, PE | PRINCIPAL-IN-CHARGE

**Education:** MS, Structural Engineering, University of California **| Licenses:** Professional Engineer, Texas **| Experience:** 32 years **|** John is FNI's Division Manager responsible for delivery of infrastructure services to municipalities and support to FNI's West Texas operations. An FNI Vice President/Principal, he has the authority and experience to commit FNI resources, as needed, to meet Midland's utilities-related goals.

### NICK LESTER, PE | QUALITY ASSURANCE

**Education:** BS, Civil Engineering, Texas A&M University **| Licenses:** Professional Engineer, Texas **| Experience:** 19 years **|** Nick offers Midland the best-practices benefits of managing more than $500 million in water transmission and distribution projects. An FNI Vice President/Principal and Transmission and Utilities Group Manager, he is responsible for the delivery of water-related services to West Texas municipalities. ***Nick also will be Project Manager for Water Distribution System large-diameter pipelines and Quality Control Manager for Pump Stations and Pressure Maintenance Facilities.***

### AARON CONINE, PE, ENV SP | WATER DISTRIBUTION SYSTEM

**Education:** MS, Civil Engineering, Southern Methodist University **| Licenses:** Professional Engineer, Texas **| Experience:** 13 years **|** Aaron is experienced in managing and designing utility projects in more congested construction environments. He regularly works with TxDOT, railroads and franchise utilities to keep projects moving forward with minimal impact to schedule, quality of residents' lives and local businesses. ***Aaron will be Project Manager for small-diameter water and sewer pipelines.***

### RYAN OPGENORTH, PE | WATER DISTRIBUTION SYSTEM

**Education:** MEng, Water Resources Engineering, University of Texas at Arlington **| Licenses:** Professional Engineer, Texas **| Experience:** 11 years **|** Ryan offers a solid background for helping municipalities resolve water distribution and storage issues. He also an experienced Construction Manager for large-scale water infrastructure projects, offering value-added insight into constructability and construction representation. ***Ryan will be Project Manager for elevated and ground storage tanks.***

## ROBB OTEY, PE, PACP | SEWAGE COLLECTION SYSTEMS

**Education:** MBA, Texas Christian University; BS, Civil Engineering, Texas A&M University | **Licenses:** Professional Engineer, Texas | **Experience:** 29 years | Robb is a Senior Project Manager and FNI Associate who specializes in large-diameter sewage collection systems, having designed pipelines up to 84 inches in diameter. He offers best-practices experience in trenchless technologies for both new construction and rehabilitation in urban and environmentally sensitive areas. ***Robb will be Project Manager for Sewage Collection Systems large-diameter pipelines.***

## JAMES NAYLOR, PE | WATER TREATMENT PROCESSES

**Education:** Master of Environmental Engineering, Texas Tech University | **Licenses:** Professional Engineer, Texas | **Experience:** 20 years | James is FNI's Water Treatment Discipline Leader for West and North Texas. He has helped West Texas municipalities resolve unique treatment and water quality issues on projects ranging from condition assessments, planning and design to construction and operations start-up.

## MURALI ERAT, PE | WASTEWATER PLANT PROCESSES

**Education:** MS, Environmental Engineering, Oklahoma State University | **Licenses:** Professional Engineer, Texas | **Experience:** 14 years | Murali is the Project Manager for your Industrial Pretreatment Program, providing him with a trusted insight into your treatment operations and unique challenges. He has provided engineering solutions for more than 20 wastewater plants across the state and is experienced in the evaluation, pilot-testing and implementation of conventional and alternative treatment processes.

## RUSTY GIBSON, PE | PUMP STATIONS/PRESSURE MAINT. FACIL.

**Education:** BS, Civil Engineering, Texas A&M University | **Licenses:** Professional Engineer, Texas | **Experience:** 38 years | Rusty is FNI's Transmission and Utilities Practice Leader. His experience managing and designing more than 44 pump stations and 600 miles of pipeline, including some of West Texas largest systems, provides Midland with a trusted advisor for building and maintaining reliable and resilient water and sewer infrastructure. ***Rusty also will manage Quality Control for Water Distribution System and Sewage Collection Systems pipelines.***

## LISSA GREGG, PE, CFM, ENV SP | RAW WATER SOURCES (SURFACE)

**Education:** BS, Civil Engineering, University of Alabama | **Licenses:** Professional Engineer, Texas | **Experience:** 7 years | Lissa offers Midland a unique perspective on water supply planning, having worked on the SB 1 Water Plan for Region F, which serves Midland and individual municipal water supply plans. She also is experienced in water conservation plans and the application of sustainable alternatives to water supply options.

## ANDREW FRANKO, PE | COMPUTER MODELS/GIS

**Education:** BS, Civil Engineering, Texas Tech University | **Licenses:** Professional Engineer, Texas | **Experience:** 11 years | Andrew is one of FNI's most experienced professionals for master planning, system modeling and GIS applications, especially for West Texas municipalities. He has a hands-on understanding of water and sewer system modeling software and is experienced in supporting municipal staffs with software selection and training, as well as GIS integration into models.

## 3.6.1 PROJECTS, 3.6.2 REFERENCES AND 3.6.3 SIMILARITIES

PRIMARY SERVICE – WATER DISTRIBUTION SYSTEM

| **New Elevated Storage Tanks, City of Lubbock** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Mike Keenum, PE, City Engineer; PO Box 2000, Lubbock, Texas 79457; 806-775-2393 | | | | | | | | | | | | |
| Design and construction services for phased construction of five new, 2-MG elevated storage tanks and related system piping. Used model from FNI-developed master plan to delineate pressure planes and site tanks in urban areas. Qualified for $16.5 million energy-efficiency grant. CONSTRUCTION COST: $30 million \| COMPLETION DATE: 12/2021 (est) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Ryan Opgenorth – Project Manager; Heather Keister – Project Engineer; Nick Lester – Assistant Project Manager/Client Representative; Charles Kucherka – Senior Advisor; Jessica Brown – Quality Control; Andrew Franko – Hydraulic Engineer; James Naylor – Water Quality; Wade Zemlock – Quality Control | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | ✓ 11 | 12 |

| **Bell Street Improvements, City of San Angelo** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Kevin Pate, Project Manager; 72 West College Avenue, San Angelo, Texas 76903; 325-646-5775 | | | | | | | | | | | | |
| Design for phased construction for replacement of aging 16-inch water lines and 12-inch sewer lines as part of two miles of urban roadway improvements. Coordinated with franchise utilities and City's right-of-way department to minimize impacts during construction. CONSTRUCTION COST: $10 million \| COMPLETION DATE: 11/2018 | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Heather Keister – Project Manager; Aaron Conine – Assistant Project Manager/Utility Task Leader; Nick Lester – Quality Control; Trey Shanks – Client Representative; Chris Jones – Constructability Reviews | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | ✓ 2 | 3 | 4 | 5 | 6 | ✓ 7 | 8 | 9 | 10 | 11 | ✓ 12 |

*Please see Appendix page 27 for more projects related to Water Distribution System.*

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – SEWAGE COLLECTION SYSTEMS | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Lick Creek Parallel Main, City of College Station** | | | | | | | | | | | | |
| REFERENCE: Casey Rhodes, PE, Project Manager; PO Box 9960, College Station, Texas 77842; 979-764-6248 | | | | | | | | | | | | |
| Design and construction services for 8,200 LF of 48-inch and 4,100 LF of 54-inch trunk main to parallel an existing 18-inch main. New main will receive flow diverted from the City's Carter Creek WWTP to its Lick Creek WWTP, which FNI expanded from 2 to 5 MGD. Required coordination with a future development, a golf course and City's Park Department. CONSTRUCTION COST: $11 million (sewer main) \| COMPLETION DATE: Ongoing (construction) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Robb Otey – Project Manager (sewer main); Ryan Opgenorth – Project Engineer (sewer main); Murali Erat – Project Engineer (WWTP); Kimberly Buckley – Environmental Services (WWTP); Brian Pearce – Electrical Engineer (WWTP); Wade Zemlock – Quality Control (WWTP); Katie Leatherwood – Environmental Services | | | | | | | | | | | | |
| SIMILARITIES | 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | ✓ 10 | ✓ 11 | ✓ 12 |
| *Please see Appendix page 28 for more projects related to Sewage Collection Systems.* | | | | | | | | | | | | |

| PRIMARY SERVICE – WATER TREATMENT PROCESSES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **North and South Water Treatment Plants Improvements, City of Lubbock** | | | | | | | | | | | | |
| **REFERENCE:** Josh Kristinek, PE, Assistant City Engineer; 1625 13th Street, Lubbock, Texas 79401; 806-775-3397 | | | | | | | | | | | | |
| As subconsultant, designed replacement of flocculation equipment and valves for 20 tri-media gravity filters at 75-MGD North plant. Also, managed project and designed modifications to low-pressure membrane South plant to expand from 15 to 23 MGD. Provided overall quality and constructability reviews. Also provided third-party construction management for the North plant. CONSTRUCTION COST: $15 million (est) \| COMPLETION DATE: 8/2020 (est) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: James Naylor – Project Manager (South)/Process Engineering (North); Chris Jones – Constructability Reviews (design)/Construction Manager; Charles Kucherka – Quality Control; Nick Lester – Client Representative/ Quality Control; Wade Zemlock – Quality Control | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | ✓ 3 | 4 | 5 | 6 | 7 | 8 | 9 | ✓ 10 | ✓ 11 | 12 |
| *Please see Appendix page 29 for more projects related to Water Treatment Processes.* | | | | | | | | | | | | |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – WASTEWATER PLANT PROCESSES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Industrial Pretreatment Program Development, City of Midland** | | | | | | | | | | | | |
| REFERENCE: Carl Craigo, Water Utilities Director; 300 North Loraine Street, Midland, Texas 79701; 432-685-7260 | | | | | | | | | | | | |
| Development of an industrial pretreatment program to meet TCEQ pretreatment regulations. Includes sewer use ordinance, enforcement response plan, technically based local limits, as well as a Fats, Oils and Grease (FOG) Program and a surcharge program. CONSTRUCTION COST: N/A \| COMPLETION DATE: 12/2020 (est) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Murali Erat – Project Manager; Heather Keister – Client Representative | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | 3 | ✓ 4 | 5 | 6 | ✓ 7 | 8 | 9 | 10 | 11 | ✓ 12 |
| *Please see Appendix page 30 for more projects related to Wastewater Plant Processes.* | | | | | | | | | | | | |

| PRIMARY SERVICE – PUMP STATION AND PRESSURE MAINTENANCE FACILITIES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Lake Alan Henry Pump Stations (Water Transmission System), City of Lubbock** | | | | | | | | | | | | |
| **REFERENCE:** John Turpin, PE; Assistant City Engineer; 1625 13th Street, Lubbock, Texas 79401; 806-775-2342 | | | | | | | | | | | | |
| Design and construction services for a water transmission system that includes two 15-MGD pump stations, with provisions to add a third pump station, and 52 miles of 42- and 48-inch water line, as well as the John T. Monford Dam and Reservoir. Worked closely with City staff during fast-track design to help lower construction costs and minimize change orders. CONSTRUCTION COST: $71.5 million \| COMPLETION DATE: 5/2013 | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Rusty Gibson – Program Manager; Aaron Conine – Quality Control; Nick Lester – Project Manager (pipeline); Wade Zemlock – Electrical Engineer; Chris Jones – Constructability Reviews | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | ✓ 5 | 6 | 7 | 8 | 9 | ✓ 10 | ✓ 11 | ✓ 12 |
| *Please see Appendix page 31 for more projects related to Pump Stations.* | | | | | | | | | | | | |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – RAW WATER SOURCES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Long-Range Water Supply Plan, City of Irving** | | | | | | | | | | | | |
| REFERENCE: Todd Reck, PE; Water Utilities Director; PO Box 152288, Irving, Texas 75015; 972-721-2281 | | | | | | | | | | | | |
| Identified and evaluated water strategies for incorporation into the 2016 Region C Water Plan. Currently developing and comparing alternatives to augment Irving's water supply with reclaimed water purchased from Dallas Water Utilities (DWU) and/or TRA for use by the Dallas County Utility and Reclamation District (DCURD). Supporting the City with permitting and in preparing partnering agreements with the three entities. CONSTRUCTION COST: N/A \| COMPLETION DATE: Ongoing | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Lissa Gregg, PE – Project Engineer; Tom Gooch – Project Manager (phase 2); David Sloan – Senior Advisor | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | 3 | 4 | 5 | ✓ 6 | 7 | 8 | 9 | 10 | 11 | 12 |

| PRIMARY SERVICE – ENVIR, SAFETY, SECURITY & VULNERABILITY ASSESSMENTS | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AWIA RISK AND RESILIENCE ASSESSMENT/EMERGENCY ACTION PLANS** | | | | | | | | | | | | |
| REFERENCE: John Baker, PE/Assistant City Manager, City of Garland; 200 North 5th Street, Garland, Texas 75040; 972-205-2465 | | | | | | | | | | | | |
| As a result of FNI's background in emergency preparedness for water infrastructure and our knowledge of our clients' water systems, moving forward with AWIA assessments for the Cities of College Station, Conroe, Denton, Frisco, Garland, McKinney, Plano and Odessa; New Braunfels Utilities; Douglasville-Douglas County Water and Sewer | | | | | | | | | | | | |
| TEAM LEADERS ROLES: David Hunn (Project Manager – College Station, Odessa), Andrew Franko (Project Manager – Frisco), James Naylor, Trey Shanks | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | 3 | 4 | 5 | 6 | ✓ 7 | 8 | 9 | 10 | 11 | 12 |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

PRIMARY SERVICE – COMPUTER MODELS/GIS OF WATER/WASTEWATER ISSUES

**Water and Wastewater Model Updates and Master Plans, City of Lubbock**

REFERENCE: Mike Keenum, PE, CFM; City Engineer; PO Box 2000, Lubbock, Texas 79457; 806-775-2393

Updated water and wastewater models and GIS to develop master plans and prioritized CIPs to address growth and renewal/rehabilitation. Water model also used to support design projects, including five new elevated storage tanks. Water plan included modifications to operations for more efficient pumping operations; wastewater plan for reducing sanitary sewer overflows. CONSTRUCTION COST: N/A million | COMPLETION DATE: 4/2020 (est)

TEAM LEADERS ROLES: Andrew Franko – Project Manager; Jessica Brown – Assistant Project Manager; Nick Lester – Client Representative

| SIMILARITIES | ✓ 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

*Please see Appendix page 32 for more projects related to Computer Models/GIS.*

PRIMARY SERVICES – MUNICIPAL CODE REVISIONS

**Zoning Ordinance Update, City of Balch Springs**

REFERENCE: Chris Dyser, Community Development Director; 13503 Alexander Road, Balch Springs, Texas 75181; 972-286-4477

Consolidated zoning standards from several documents/ordinances. Streamlined approval processes and provided a more user-friendly document for staff and the public. Increased standards for higher-quality development and aligned with the City's 2035 Comprehensive Plan. CONSTRUCTION COST: N/A | COMPLETION DATE: 8/2017

TEAM LEADERS ROLES: Daniel Harrison – Project Manager; Dan Sefko – Senior Advisor

| SIMILARITIES | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | ✓ 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

PRIMARY SERVICE – DIRECTION, SUPERVISION, INSP./ CONSTRUCTION PROJECTS

**Water Program Construction Services, City of Arlington**

REFERENCE: Brad Franklln, PE, Assistant Director Water Utilities Engineering; PO Box 90231, Arlington, Texas 76004; 817-459-6632

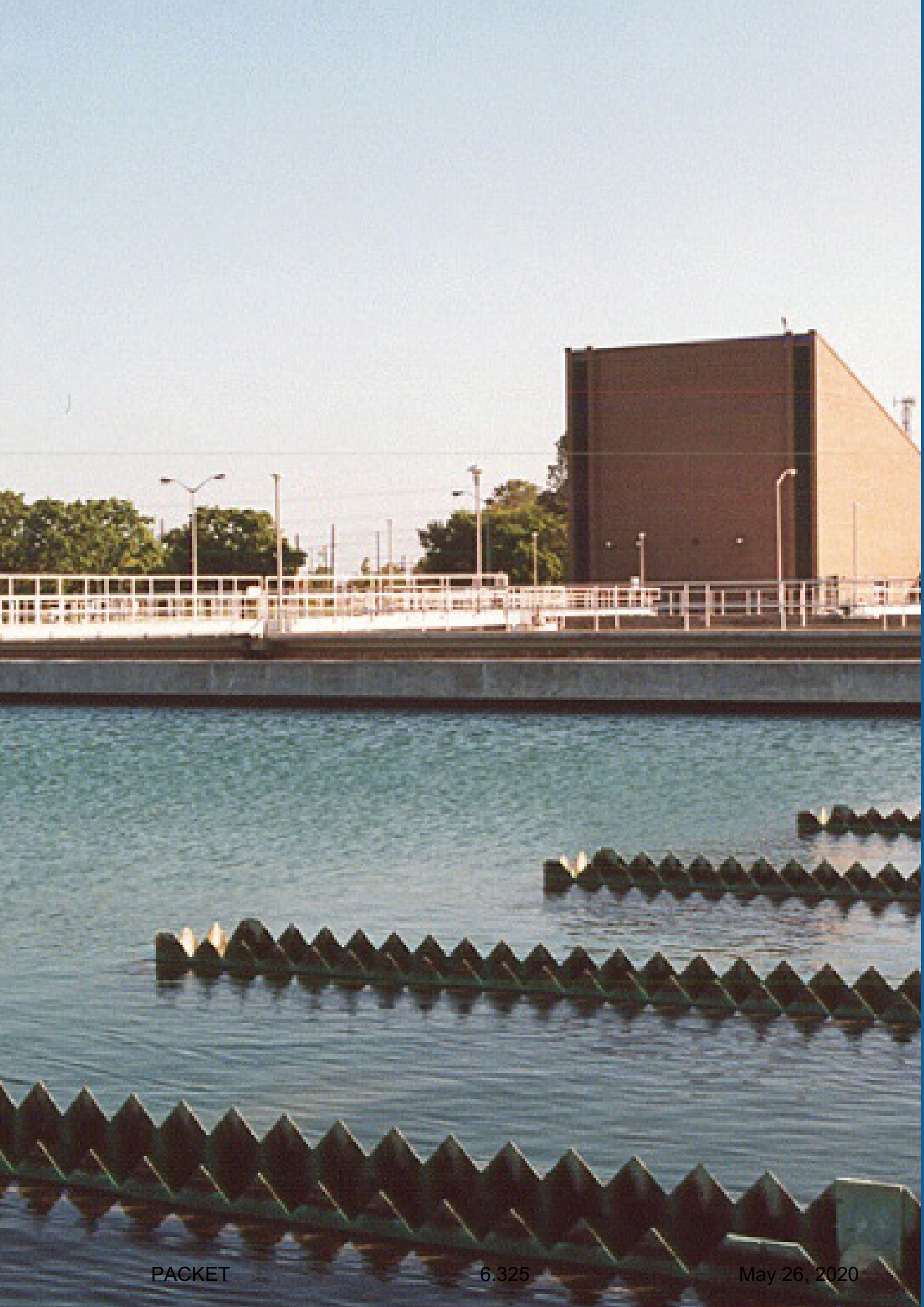
Program-wide construction services for the City's $81 million water system improvements program. Include development of a construction management plan, schedule and cost management, constructability and operability reviews, construction contract administration and construction field inspections. Also included development of design standards manual, asset management integration and revisions to the City's O&M manuals. CONSTRUCTION COST: $81 million | COMPLETION DATE: 2022 (est)

TEAM LEADERS ROLES: Chris Jones – Project Manager; Coy Veach – Senior Advisor

| SIMILARITIES | ✓ 1 | 2 | ✓ 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

*Please see Appendix page 33 for more projects related to Construction Services.*

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |



## 3.7 SERVICE PROVIDER STAFF AVAILABILITY

FNI is committed to being available and responsive to Midland's needs. With a staff of more than 900, we have the flexibility to balance workload, even on short notice. We also purposefully schedule staff so that they have the capacity to work extra when needed. Our proposed team has the capacity to deliver on this contract.

### 3.7.1 PRESENT WORKLOAD

FNI uses E-resource to manage workload and channel resources, as needed, to meet our clients' project goals and schedules, both for planned and emergency projects. We value our long-term relationship with the City of Midland and have carefully selected who have the qualifications and the availability or flexibility to become available as Midland schedules projects.

We are committed to offering Midland the most qualified Project Manager with the availability to complete each awarded project. FNI also has the available water- and sewer-related professionals (see table below right) to staff project teams, as additional resources are needed, to meet expedited project schedules.

**Project Involvement**

Because of the breadth of scope and the related number of project managers shown, we are unable to list the name and size of projects for each individual in this document. We are happy to provide this information, as requested, for Midland's preferred project leaders.

### 3.7.2 TRAVEL TIMES AND METHODS

Most of FNI's proposed team members are located in North Texas. Murali Erat, who currently is serving Midland on the Industrial Pretreatment project, and David Hunn, proposed for AWIA support, office in the Houston area. Client Representative Heather Keister manages FNI's Lubbock office.

| MINIMUM TRAVEL TIMES | |
|---|---|
| FLIGHT – Dallas Love Field to Midland | 75 minutes |
| FLIGHT – Houston Hobby to Midland | 85 minutes |
| DRIVE – FNI Lubbock office to City of Midland office | Less than two hours |

**FNI'S CORONAVIRUS RESPONSE**

FNI is following Center for Disease Control (CDC) and OSHA guidelines, monitoring their direction daily and making decisions accordingly. FNI's Corporate Safety Director Jeff Kirkwood and Executive Team members are coordinating this effort.

We also recently published CDC-based recommendations to employees for self-care to minimize risk of Coronavirus and other seasonal illnesses..

Throughout this difficult time, FNI continues to be committed to client service and maintaining our long-term relationships with our clients.

| BREAKDOWN OF STAFF | |
|---|---|
| TOTAL STAFF – FIRMWIDE | 900+ |
| TOTAL STAFF – LUBBOCK AND NORTH TEXAS | 466 |
| W/WW STAFF – NORTH TEXAS | 103 |
| CONSTRUCTION SERVICES STAFF | 119 |
| PE'S – REGISTERED IN TEXAS | 298 |

TOWN OF
PROSPER

## 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM

### AMD ENGINEERING, LLC | SURVEYING

AMD has been in business since January 2006 and has been providing engineering and surveying services since 2009 for residential and commercial developments and has since worked for the City of Midland on numerous roadway and utility projects.

AMD has grown to a firm with 28 employees, 15 of which are in our surveying department. In 2020, Norris Stevens, RPLS joined AMD Engineering and now leads the AMD Surveying Department. Brent Burrows, RPLS is also a licensed surveyor in Texas, providing us with additional resources. AMD is currently running five crews and has the capability of adding more, as needed.

The list of services that AMD Engineering provides from the survey team includes but is not limited to:

- Boundary surveys
- Land title surveys
- ALTA and Category 1A surveys
- Topographic surveys
- Plats
- Easement descriptions
- Oilfield / Pipeline surveys

#### CITY OF MIDLAND EXPERIENCE

- Tradewinds Boulevard Extension to Business 20
- SH 349 Widening Project with City of Midland and TxDOT
- Andrews Highway and Woodcrest Intersection Survey
- Wadley Avenue Survey
- Midland Traffic Signal Survey
- Downtown Sewer Study Survey (for KHA)

# 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.**

Freese and Nichols, 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.**

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 N/A

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

N/A

☐ Yes ☐ No

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

N/A

6 ☐ 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). N/A

7 J Dewar

Signature of vendor doing business with the governmental entity

March 18, 2020

Date

## 3.11 PREVIOUS LEGAL ACTIONS

In the last five years, FNI has been involved in the following litigation:

A pedestrian fell while walking on the street near a construction project owned by the City of Atlanta, which resulted in injury. Plaintiff sued the City of Atlanta, FNI, and other entities involved in the project. The lawsuit alleges that the parties were negligent in failing to properly inspect and remove the hazardous condition and in failing to protect individuals from the hazard by failing to keep the area safe. FNI was a subconsultant and had a small role in project design and management and will be seeking a dismissal from the case.

FNI was named in a suit that claimed materials used during construction of a dam stabilization project failed to alleviated an erosion issue at the dam. FNI resolved this issued through mediation.

FNI designed an elevated storage tank that incorporated wind energy features requested by the client. The features did not perform to the client's satisfaction. The client initiated litigation against the manufacturer, contractor and FNI. FNI resolved this issued through mediation.

A lawsuit alleged FNI was not clear on the placement of a fire hydrant in its design. In a related suit, court documents revealed that seven teenagers got into a five-person vehicle after all had been drinking. The driver hit the fire hydrant while speeding at over twice the posted speed limit and wrecked the vehicle. The driver was intoxicated at the time of the accident and was later sentenced on charges for aggravated assault and manslaughter. FNI resolved this issued through mediation.

FNI hired a consultant to perform services for a municipality as part of a project team. The consultant's services did not meet the quality level that FNI or its client required for the project to be successful. Client asked FNI to remove the consultant from the project team. As a result, the client did not pay FNI for the consultant's services. FNI hired another consultant to perform the work and the project was completed successfully. The original consultant sued FNI for non-payment. FNI resolved this issued through mediation.

Contractor sued FNI's municipal client over issues related to the construction of a treatment plant. FNI provided construction management services and another engineering firm provided the design. FNI and its client entered into a joint defense and cooperation agreement. FNI was dismissed from the suit.

A private homeowner experienced flooding of his property. FNI provided plat review for the municipality to determine whether the developer plans met current code. The developer/ contractor built unapproved, temporary access roads that contributed to the flooding. FNI was dismissed from the suit.

FNI designed improvements for an easement area adjacent to a homeowner's property. The homeowner experienced flooding events after improvements. FNI resolved this issued through mediation.

FNI designed emergency repairs to the Spring Lake Dam and Spillway in 1999. Those repairs were constructed. In 2004, a restaurant employee from jumped off a balcony into the spillway and drowned. FNI was one of several defendants in the case. FNI resolved this issued through mediation.

# APPENDIX

# RESUMES

## HEATHER KEISTER, PE, CFM

### CLIENT REPRESENTATIVE

Heather Keister has been Midland's primary point-of-contact to access FNI's multidiscipline resources throughout her seven years with FNI. Lubbock-based and an FNI Associate, she specializes in providing client-service support and insight into client issues and goals for FNI's multidiscipline work with West Texas municipalities. An experienced Project Manager, Heather regularly manages roadway and drainage planning and design projects, as well as larger, multidiscipline projects for West Texas clients.

**Selected Project Experience**

- **Industrial Pre-treatment Program Development |** City of Midland | Client Representative
- **On-Call Development Plan Reviews |** City of Midland | Project Manager
- **Midland and Jal Draw Watershed Study and Conceptual Design |** City of Midland | Project Manager
- **Bell Street Roadway and Utility Improvements |** City of San Angelo | Project Manager
- **Elevated Storage Tanks Design and Pressure Zone Delineation |** City of Lubbock | Site Civil and Drainage
- **Pump Station 16 and Ground Storage Tank |** City of Lubbock | Project Engineer
- **Low Head C Pump Station |** City of Lubbock | Project Engineer
- **Bailey County Wellfield Pipeline |** City of Lubbock | Project Engineer
- **2015 Bond Program Management |** City of Abilene | Project Engineer
- **America's Water Infrastructure Act: Risk and Resiliency Assessment |** City of Odessa
- **On-Call Stormwater Engineering Services |** City of San Angelo | Project Manager
- **On-Call Engineering Services |** City of Ralls | Project Manager
- **Infrastructure Master Plan |** Andrews Economic Development Corporation | Project Manager

### EDUCATION

MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, Texas Tech University

### PROFESSIONAL LICENSES

Professional Engineer, Texas #100095

Certified Floodplain Manager #2052-11N

### YEARS OF EXPERIENCE

17 years

## JOHN DEWAR, PE

### PRINCIPAL-IN-CHARGE

John Dewar is FNI's Division Manager responsible for delivery of infrastructure services to municipalities and support to FNI's West Texas operations. An FNI Vice President/Principal, he has the authority and experience to commit FNI resources, as needed, to meet Midland's utilities-related goals. He is known for his ability to pull together multidiscipline teams, exemplified by his leadership role in DFW Airport's Skylink Automated People mover project. He also led a team of architects and engineers in developing the Clearfork Main Street Bridge, Trinity River Vision Bridges and the Phyllis J. Tilley Memorial Pedestrian Bridge across the Trinity River in Fort Worth.

### EDUCATION

MS, Structural Engineering, University of California, Berkeley

BS, Civil Engineering, University of Texas at Austin

### PROFESSIONAL LICENSES

Professional Engineer, Texas #80059

### YEARS OF EXPERIENCE

32 years

**Selected Project Experience**

- **Task Order-Based Program Prioritization and Planning |** City of Fort Worth | Principal-in-Charge
- **Infrastructure Construction Services IDIQ |** City of Fort Worth | Principal-in-Charge
- **On-Call Structural Engineering Services |** City of Fort Worth | Principal-in-Charge
- **Engineering Services IDIQ |** Trinity Metro | Principal-in-Charge
- **Raw Water Supply System |** Somervell County Water District | Quality Control (structural)
- **Tawakoni Water Supply Project |** North Texas Municipal Water District | Structural Engineer
- **Matlock Water Line and Roadway Improvements |** City of Mansfield | Quality Control
- **30-Inch Water Transmission Line |** City of Grand Prairie | Quality Control
- **West Water Treatment Plant Expansion |** Brown County Water Improvement District #1 | Quality Control
- **Elevated Storage Tank Rehabilitation |** City of Mobile, AL | Quality Control (structural)
- **Transportation Bond Program |** Parker County | Structural Task Leader

## NICK LESTER, PE

### QUALITY ASSURANCE

Nick Lester offers Midland the best-practices benefits of managing more than $500 million in water transmission and distribution projects. An FNI Vice President/Principal and Transmission and Utilities Group Manager, he is responsible for the delivery of water-related services to West Texas municipalities. ***Nick will also be Project Manager for large-diameter pipelines for Water Distribution System services and manage Quality Control for Pump Stations and Pressure Maintenance Facilities.***

**EDUCATION**

BS, Civil Engineering, Texas A&M University

**PROFESSIONAL LICENSES**

Professional Engineer, Texas #97365

**YEARS OF EXPERIENCE**

19 years

**Selected Project Experience**

- **Ward County Water Transmission System |** Colorado River Municipal Water District | Project Manager/Client Representative
- **Lake Alan Henry Water Transmission System |** City of Lubbock | Project Manager (pipeline)/Client Representative
- **Bailey County Well Field Pipeline |** City of Lubbock | Project Manager/Client Representative
- **Northwest Water Plant Reclamation Pipeline |** City of Lubbock | Senior Advisor/Client Representative
- **Frisco/McKinney Pipeline |** North Texas Municipal Water District | Project Engineer
- **Lake Ray Roberts 54-Inch Water Line |** City of Denton | Quality Control
- **Low Head B Pump Station |** Project Manager/Client Representative
- **Pump Station 16 and Ground Storage Tank |** City of Lubbock | Project Manager/Client Representative
- **Pump Station 10 |** City of Lubbock | Principal-in-Charge/ Client Representative
- **Lake Thomas Pump Station Rehabilitation |** Colorado River Municipal Water District | Project Manager
- **Colorado City Pump Station Pump Replacement |** Colorado River Municipal Water District | Project Manager
- **Mary Rhodes Water Transmission System Phase 2 |** City of Corpus Christi | Pump Station Task Leader
- **Lake Arlington Raw Water Pump Station |** City of Arlington | Principal-in-Charge

## AARON CONINE, PE, ENV SP

### PROJECT MANAGER: WATER DISTRIBUTION SYSTEM – SMALL-DIAMETER PIPELINES

Aaron Conine is experienced in managing and designing utility projects in more congested construction environments. He regularly works with TxDOT, railroads and franchise utilities to keep projects moving forward with minimal impact to schedule, quality of residents' lives and local businesses. ***Aaron also will be Project Manager for small-diameter pipelines for Sewage Collection Systems.***

**Selected Project Experience**

- **Bell Street Improvements |** City of San Angelo | Assistant Project Manager
- **Robinson Road Water Line |** City of Grand Prairie | Project Manager
- **Black Warrior Creek Sanitary Sewer Lines |** City of Weatherford | Project Engineer
- **Holiday Creek Sanitary Sewer Rehabilitation |** City of Wichita Falls | Assistant Project Manager
- **Sanitary Sewer Aerial Crossings |** City of North Richland Hills | Project Manager
- **Sanitary Sewer Aerial Crossings |** City of Arlington | Project Engineer
- **US 377 Water and Sewer Utility Relocations |** Benbrook Water Authority | Project Engineer
- **North Tarrant Express Water and Wastewater Utility Relocations |** CSJ Engineering | Project Engineer
- **SH 183 Water and Wastewater Utility Relocations |** Parsons Transportation Group | Project Engineer
- **Northside IV 24-Inch Water Transmission Line |** City of Fort Worth | Quality Control
- **New 54-Inch Eastside Water Line |** City of Fort Worth | Project Engineer
- **Lake Alan Henry Water Transmission System |** City of Lubbock | Quality Control
- **Lake Texoma-to-Wylie Water Treatment Plant Water Transmission Line |** North Texas Municipal Water District | Project Engineer
- **Integrated Pipeline Program |** Tarrant Regional Water District | Project Engineer

### EDUCATION

MS, Civil Engineering, Southern Methodist University

BS, Civil Engineering, U.S. Air Force Academy

### PROFESSIONAL LICENSES

Professional Engineer, Texas #109794

Envision Sustainability Professional

### YEARS OF EXPERIENCE

13 years

## EDUCATION

BS, Civil Engineering, Texas A&M University

## PROFESSIONAL LICENSES

Professional Engineer, Texas #61883

## YEARS OF EXPERIENCE

38 years

# RUSTY GIBSON, PE

### QUALITY CONTROL: WATER DISTRIBUTION SYSTEM – PIPELINES

Rusty Gibson is FNI's Transmission and Utilities Practice Leader. His experience managing and designing more than 44 pump stations and 600 miles of pipeline, including some of West Texas largest systems, provides Midland with a trusted advisor for building and maintaining reliable and resilient water and sewer infrastructure. ***Rusty also will be Project Manager for Pump Stations and Pressure Maintenance Facilities and manage Quality Control for Sewage Collection Systems.***

**Selected Project Experience**

- **John Williams Water Supply Project |** Canadian River Municipal Water Authority | Project Manager
- **Ward County Water Transmission System |** Colorado River Municipal Water District | Senior Advisor
- **Eagle Mountain Connection |** Tarrant Regional Water District | Project Manager
- **Integrated Pipeline (IPL) Water Transmission Project |** Tarrant Regional Water District | Senior Advisor
- **Line J, Section 1 Pipeline |** Tarrant Regional Water District | Senior Advisor/Quality Control
- **Surface Water Supply Project, Segment C |** West Harris County Regional Water Authority | Project Manager
- **Benbrook Connection |** Tarrant Regional Water District | Project Manager
- **O.H. Ivie Water Supply Project |** Colorado River Municipal Water District | Project Manager
- **Lake Texoma-to-Wylie Water Treatment Plant Water Transmission System and Plant Connection |** North Texas Municipal Water District | Project Engineer/Quality Control
- **Northside II 48-Inch Water Main Phase 2 |** City of Fort Worth | Assistant Project Manager
- **72-inch Texoma Pipeline Improvements |** North Texas Municipal Water District | Senior Advisor
- **Bailey County Well Field Pipeline |** City of Lubbock | Senior Advisor
- **Emergency Repairs for Main Aqueduct |** Canadian River Municipal Water Authority | Senior Advisor

## RYAN OPGENORTH, PE

### PROJECT MANAGER: WATER DISTRIBUTION SYSTEM – ELEVATED AND GROUND STORAGE TANKS

Ryan Opgenorth offers a solid background for helping municipalities resolve water distribution and storage issues. He also an experienced Construction Manager for large-scale water infrastructure projects, offering added-value insight into constructability and construction representation.

**Selected Project Experience**

- **Five New Elevated Storage Tanks Design and Pressure Zone Delineation |** City of Lubbock | Project Manager
- **Miller Pressure Plane Elevated Storage Tank and Oakridge Elevated Storage Tank Rehabilitation |** City of Weatherford | Project Manager
- **Robinson Road Pump Station and Elevated Storage Tank |** City of Grand Prairie | Project Engineer
- **Water Tank and Pipeline Replacement Study |** Lockheed Martin | Project Engineer
- **North Tarrant Express Water and Wastewater Utility Relocations |** CSJ Engineering | Assistant Project Manager
- **Eastside 42-Inch Water Line |** City of Fort Worth | Quality Control
- **30- and 24-Inch Water Transmission Line along SH 360 |** City of Grand Prairie | Project Engineer
- **Alta Vista Water Transmission Main |** City of Keller | Project Engineer
- **Ward County Water Transmission System |** Colorado River Municipal Water District | Construction Inspection
- **Alternative Water Supply Project |** City of Lawton, OK | Project Engineer
- **Tarrant County Water Supply Project |** Trinity River Authority | Project Engineer
- **Regional Water Planning |** Upper Colorado River Authority | Quality Control

### EDUCATION

MEng, Water Resources Engineering, University of Texas at Arlington

BS, Civil Engineering, Texas A&M University

BA, Natural Sciences, Covenant College

### PROFESSIONAL LICENSES

Professional Engineer, Texas #115929

### YEARS OF EXPERIENCE

11 years

## EDUCATION

MS, Civil Engineering, Kansas State University

BS, Civil Engineering, Texas A&M University

## PROFESSIONAL LICENSES

Professional Engineer, Texas #98388

Above Ground Storage Tank Inspector, #67320

NACE Coating Inspector Level 3 - Certified, #42688

NACE Certified Corrosion Technician, #59118

Certified Construction Manager, #6075

## YEARS OF EXPERIENCE

18 years

# CHARLES KUCHERKA, PE, CCM

## QUALITY CONTROL: WATER DISTRIBUTION SYSTEM – ELEVATED AND GROUND STORAGE TANKS

Charles Kucherka is a firm Associate and Project Manager/ Engineer whose background includes the full scope of water utility projects, including ground and elevated storage tanks, pump stations, pipelines and reuse facilities. As one of FNI's most experienced water storage engineers, he has been involved with the design and construction of numerous water storage facilities, including prestressed concrete tanks, steel elevated tanks, composite elevated tanks and storage tank inspection and rehabilitation. His long-time background in construction management and inspections gives him a solid insight into cost-effective constructability.

**Selected Project Experience**

- **Five New Elevated Storage Tanks Design and Pressure Zone Delineation |** City of Lubbock | Assistant Project Manager
- **1.5-MG Heatherwilde Elevated Storage Tank Design |** City of Pflugerville | Project Manager
- **0.5-MG Elevated Storage Tank |** City of Rockdale | Project Manager
- **0.75- and 1-MG Elevated Storage Tank |** City of Taylor | Project Manager/Construction Contract Administrator
- **Water System Improvements (two 0.75-MG composite elevated storage tanks and a 1-MG concrete ground storage tank) |** City of Brownwood | Project Engineer
- **1-MG Elevated Storage Tank Construction Management |** City of Bryan | Project Manager
- **2-MG Foster Elevated Storage Tank |** San Antonio Water System | Project Engineer
- **Four Points Elevated Reservoir |** City of Austin | Project Manager
- **5-MG and 1-MG Ground Storage Tanks |** City of Bryan | Project Manager
- **Anderson Ground Storage Tank Rehabilitation |** San Antonio Water System | Project Manager
- **Bluebonnet Ground Storage Tank Rehabilitation |** City of Junction | Project Manager
- **Ground Storage Tanks No. 2 Rehabilitation |** San Antonio Water System | Project Manager

## ROBB OTEY, PE, PACP

### PROJECT MANAGER: SEWAGE COLLECTION SYSTEMS – ELEVATED AND GROUND STORAGE TANKS

Robb Otey is a Senior Project Manager and FNI Associate who specializes in large-diameter sewage collection systems, having designed pipelines up to 84 inches in diameter. He offers best-practices experience in trenchless technologies for both new construction and rehabilitation in urban and environmentally sensitive areas.

### EDUCATION

MBA, Texas Christian University

BS, Civil Engineering, Texas A&M University

### PROFESSIONAL LICENSES

Professional Engineer, Texas #83359

Pipeline Assessment Certification Program

### YEARS OF EXPERIENCE

29 years

**Selected Project Experience**

- **Lick Creek Parallel Trunk Main |** City of College Station | Project Manager
- **Bear Creek Force Main and Lift Station |** Trinity River Authority | Project Manager
- **Holliday Creek Sanitary Sewer Trunk Main Rehabilitation |** City of Wichita Falls | Project Manager
- **Old Tunnel Lift Station and Force Main |** City of Wichita Falls | Project Manager
- **Walker Branch Sewer Interceptor |** City of North Richland Hills | Project Manager
- **Lebanon Road Force Main, Gravity Main and Lift Station |** City of Frisco | Senior Advisor
- **Hickory Creek Interceptor Phases 1 and 2 |** City of Denton | Senior Advisor
- **Cottonwood and Hackberry Creek Sewer Main |** City of Irving | Senior Advisor
- **Red Oak Creek Interceptor* |** Trinity River Authority | Project Manager
- **Henrietta Creek Interceptor* |** Trinity River Authority | Project Manager
- **Kirby Creek Interceptor* |** Trinity River Authority | Project Manager
- **Johnson Creek Interceptor Phases 1 and 2* |** Trinity River Authority | Project Manager
- **Boyd Branch Interceptor Phase I and II* |** Trinity River Authority | Project Manager

**prior to joining FNI*

## JAMES NAYLOR, PE

### PROJECT MANAGER: WATER TREATMENT PROCESSES

James Naylor is FNI's Water Treatment Discipline Leader for West and North Texas. He has helped West Texas municipalities resolve unique treatment and water quality issues on projects ranging from condition assessments, planning and design to construction and operations start-up

**Selected Project Experience**

- **Lake Ray Roberts Water Treatment Plant Upgrades |** City of Denton | Project Manager
- **Lake Ray Roberts Water Treatment Plant Rehabilitation/Expansion Timing Evaluation |** City of Denton | Project Manager
- **North and South Water Treatment Plants Improvements |** City of Lubbock | Project Manager
- **Auger and Tayman Water Treatment Plants Preliminary Assessments |** City of Midlothian | Project Manager
- **Wylie WTP Washwater Supply Tank Improvements |** North Texas Municipal Water District | Project Engineer
- **Lake Lewisville Water Treatment Plant Raw Water Pump Station |** City of Denton | Project Engineer
- **Phase 1C Water Treatment Plant Expansion and Zebra Mussel Control |** Brushy Creek Regional Utility Authority | Project Engineer
- **Jones Ferry Water Treatment Plant Chemical Feed Improvements |** Orange Water and Sewer Authority, NC | Quality Control
- **Hamby Water Reclamation Facility Drought Response* |** City of Abilene | Project Manager
- **North Water Treatment Plant Improvements Project No. 1* |** City of Lubbock | Lead Technical Engineer
- **Bud Ervin Water Treatment Plant Phase IV Expansion* |** City of Mansfield | Project Manager
- **Bud Ervin Water Treatment Plant Clearwell No. 3 and Upper-Pressure Plane High Service Pump Station* |** City of Mansfield | Project Engineer
- **Huntsville Regional Water Supply System Water Treatment Plant Expansion to 12 MGD* |** Trinity River Authority | Project Manager

**prior to joining FNI*

### EDUCATION

Master of Environmental Engineering, Texas Tech University

BS, Environmental Engineering, Texas Tech University

### PROFESSIONAL LICENSES

Professional Engineer, Texas #92721

### YEARS OF EXPERIENCE

20 years

## DAVID SLOAN, PE, BCEE

### QUALITY CONTROL: WATER TREATMENT PROCESSES

David Sloan enjoys solving each client's unique treatment issues by customizing the industry's treatment strategies and technologies to meet his client's needs and goals. As one of FNI's Senior Treatment Process Engineers, David has been able to leverage relationships and experience to assist clients in permitting and implementing new approaches to treatment technologies. His background includes the assessment, permitting, design and start-up of water treatment plants and reuse facilities, as well pump stations and storage facilities. David is an FNI Associate and the firm's leader in water reuse planning and design.

**Selected Project Experience**

- **Holly Water Treatment Plant Improvements |** City of Fort Worth | Project Manager
- **Lake Ray Roberts Water Treatment Plant Upgrades |** City of Denton | Process Engineer
- **Lake Lewisville Water Treatment Plant Improvements |** City of Denton | Project Manager
- **Expansion of the Auger Water Treatment Plant to 12 MG |** City of Midlothian | Senior Advisor
- **Water Supply System and Membrane Filtration Plant |** Somervell County Water District | Process Engineer
- **Bud Ervin Water Treatment Plant Support Services and Chlorine Dioxide Assistance |** City of Mansfield | Senior Advisor
- **Filter Rehabilitation at Water Treatment Plants 1 and 2 |** Brownsville Public Utilities Board | Senior Advisor
- **Tarrant County Water Supply Chlorine Scrubber and Bulk Storage Enclosure Improvements |** Trinity River Authority | Process Engineer
- **Wylie Water Treatment Plant Risk-Based Renewal CIP |** North Texas Municipal Water District | Project Engineer
- **Trinity Well Field Treatment Facilities Final Design |** New Braunfels Utilities | Senior Advisor
- **Integrated Desalination Study |** City of Wichita Falls | Project Manager
- **Emergency Alternative Disinfection Review |** Trinity River Authority | Project Manager

### EDUCATION

MS, Environmental Health Engineering, University of Texas at Austin

BS, Civil Engineering, University of Texas at Austin

### PROFESSIONAL LICENSES

Professional Engineer, Texas #63946

Board Certified Environmental Engineer #95-10020

### YEARS OF EXPERIENCE

37 years

## MURALI ERAT, PE

### PROJECT MANAGER: WASTEWATER TREATMENT PROCESSES

Murali Erat is the Project Manager for your Industrial Pretreatment Program, providing him with a trusted insight into your treatment operations and unique challenges. He has provided engineering solutions for more than 20 wastewater plants across the state and is experienced in the evaluation, pilot-testing and implementation of conventional and alternative treatment processes.

**Selected Project Experience**

- **Industrial Pretreatment Program |** City of Midland | Project Manager
- **9-MGD Main Wastewater Treatment Plant |** City of Port Arthur | Project Manager
- **Lick Creek Wastewater Treatment Plant Capacity Expansion |** City of College Station | Project Engineer
- **Mechanical and Structural Upgrades to Multiple Wastewater Treatment Plants |** City of Houston | Project Manager
- **Sims Bayou South Wastewater Treatment Plant Rehabilitation |** City of Houston | Assistant Project Manager
- **Wastewater Treatment Plant Improvements |** City of Tomball | Project Manager
- **Central Wastewater Treatment Plant Expansion to 10 MGD |** City of Pflugerville | Project Engineer
- **Central Regional Wastewater System Plant Alternative Disinfection and Peak Flow Storage (Preliminary Design) |** Trinity River Authority | Project Engineer
- **Mustang Bayou Wastewater Treatment Plant Lift Station Rehabilitation and Bar Screen Structure |** City of Missouri City | Project Engineer
- **Digester Blowers Replacement |** City of Webster | Project Manager
- **Allison Wastewater Treatment Plant Nitrification Study |** City of Corpus Christi | Project Engineer
- **New Martinez IV Wastewater Treatment Plant and Wastewater Collection System |** San Antonio River Authority | Project Engineer

### EDUCATION

MS, Environmental Engineering, Oklahoma State University

BEng, Chemical Engineering, University of Madras

### PROFESSIONAL LICENSES

Professional Engineer, Texas #105980

### YEARS OF EXPERIENCE

14 years

## CHAD SIMMONS, PE, BCEE

### QUALITY CONTROL: WASTEWATER TREATMENT PROCESSES

Chad Simmons in one of FNI's most experienced wastewater treatment professionals with hands-on experience in offering water and wastewater plant owners innovative and cost-effective solutions for new water and wastewater facilities and rehabilitation programs that optimize their plants' capacity to serve customers and comply with regulatory requirements. Chad is FNI's Fort Worth Water/Wastewater and Reuse Manager and a firm Associate. He has supported plant owners across Texas and Oklahoma with a background in detailed design and a solid technical focus on municipal treatment. Chad works closely with the owners of some of the state's largest plants, as well as being a knowledgeable trusted advisor to mid-sized plant owners. His background also includes master planning, program management, permitting, solids handling and alternative treatment systems.

**Selected Project Experience**

- **Village Creek Water Reclamation Facility Energy Improvements |** City of Fort Worth | Project Manager
- **Village Creek Water Reclamation Facility Scum Screen |** City of Fort Worth | Project Manager
- **Village Creek Water Reclamation Facility Thickening Study and Modifications |** City of Fort Worth | Project Manager
- **Doe Branch WRP Phase 2 Expansion |** Upper Trinity Regional Water District | Project Manager
- **Digester Lid Replacements and Miscellaneous Improvements |** City of Stillwater, OK | Project Manager
- **Central Wastewater Treatment Plant Peak Flow Basins Rehabilitation |** Dallas Water Utilities | Quality Control
- **Central and Southside Wastewater Treatment Plants Risk Management Programs* |** Dallas Water Utilities | Project Engineer
- **Duck Creek Wastewater Treatment Plant Expansion* |** City of Garland | Design Engineer
- **Kuehler Wastewater Treatment Plants (North and South) Risk Management Program* |** New Braunfels Utilities | Project Engineer

**prior to joining FNI*

### EDUCATION

MEng, Environmental Engineering, Texas Tech University

BS, Environmental Engineering, Texas Tech University

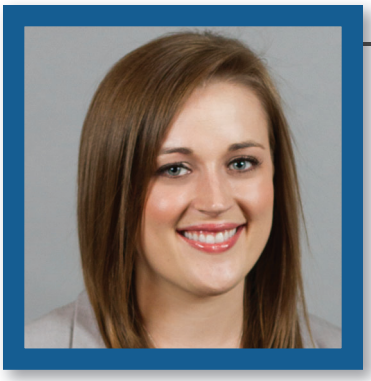
### PROFESSIONAL LICENSES

Professional Engineer, Texas #91163

Board Certified Environmental Engineer #17-20030

### YEARS OF EXPERIENCE

21 years



## LISSA GREGG, PE, CFM, ENV SP

### PROJECT MANAGER: RAW WATER SUPPLY (SURFACE)

Lissa Gregg offers Midland a unique perspective on water supply planning, having worked on the SB 1 Water Plan for Region F, which serves Midland and individual municipal water supply plans. She also is experienced in water conservation plans and the application of sustainable alternatives to water supply options. She was heavily involved in the development of the 2016 Region F Regional Water Plan addressing the long-term water needs for Midland.

**Selected Project Experience**

- **Long-Range Water Supply Plan |** City of Irving | Project Engineer
- **SB 1 Regional Water Plan |** Region F | Assistant Project Manager
- **FY 2020 Planning Assistance |** North Texas Municipal Water District | Project Manager
- **Resiliency Plan Phase I |** North Texas Municipal Water District | Project Manager
- **Water Supply Evaluation |** City of Wichita Falls | Project Engineer
- **West Loop Water Supply and Reuse Integration Plan |** City of Cleburne | Project Engineer
- **Water Supply Planning Study and Water Model Update and Master Plan |** City of Midlothian | Project Engineer
- **Five-Year Water Conservation Plan |** City of Fort Worth | Project Engineer
- **New Regional Water Supply Projects |** Lower Colorado River Authority | Project Engineer
- **SB 1 Regional Water Plan |** Region A | Project Engineer
- **SB 1 Regional Water Plan |** Region B | Project Engineer
- **SB 1 Regional Water Plan |** Region C | Project Engineer
- **SB 1 Regional Water Plan |** Panhandle Regional Planning Commission | Project Engineer

### EDUCATION

BS, Civil Engineering, University of Alabama

### PROFESSIONAL LICENSES

Professional Engineer, Texas #126454

### YEARS OF EXPERIENCE

7 years

## EDUCATION

MS, Civil Engineering (Water Resources), Stanford University

BS, Humanities and Science, Massachusetts Institute of Technology

BS, Civil Engineering (Water Resources), Massachusetts Institute of Technology

## PROFESSIONAL LICENSES

Professional Engineer, Texas #50668

## YEARS OF EXPERIENCE

43 years

# TOM GOOCH, PE

## QUALITY CONTROL: RAW WATER SUPPLY (SURFACE)

Tom Gooch is one of Texas' most highly qualified water resource planners and has been involved in the development of SB 1 Regional Water Plans since the program's inception. He has provided leadership to FNI's involvement in the development of water supply plans for eight of the state's 16 planning regions. An FNI Vice President/Principal and the firm's Water Resources Planning Group Manager, Tom's background covers water supply planning, analyses of water rights, reservoir operation studies, water quality evaluations, analyses of flooding, preliminary design and cost estimates for water supply projects and transmission systems, economic analyses, and water and sewer rate studies.

**Selected Project Experience**

- **Long-Range Water Supply Plan |** City of Irving | Senior Advisor
- **SB 1 Regional Water Plan |** Region F | Senior Advisor
- **Water Supply Plan, Phase 2 (reuse options) |** City of Irving | Project Manager
- **System Reliability and Enhancement Study |** Tarrant Regional Water District | Project Manager
- **Resiliency Plan Phase I |** North Texas Municipal Water District | Senior Advisor
- **Water Strategy Consulting Services |** San Jacinto River Authority | Senior Advisor
- **Unified Costing Tool Update |** Texas Water Development Board | Senior Advisor
- **West Loop Water Supply and Reuse Integration Plan |** City of Cleburne | Senior Advisor
- **Long-Range Water Supply Plan |** City of Olney | Quality Control
- **Kennedale Water Supply Analysis |** City of Arlington | Senior Advisor
- **Aquifer Storage and Recovery Demonstration Study |** Tarrant Regional Water District | Senior Advisor
- **Water Supply System and Membrane Filtration Plant |** Somervell County Water District | Senior Advisor
- **Water Conservation and Drought Contingency Plan Updates |** Cities of Keller, Midlothian and Terrell

## DAVID HUNN, PE

### PROJECT MANAGER: ENVIRONMENTAL, SAFETY, SECURITY AND VULNERABILITY ASSESSMENTS

David Hunn has more than 34 years of professional engineering experience, including client coordination and project management for water and wastewater engineering projects for both private and public clients. As a Senior Project Manager, David works closely with a variety of clients to develop, plan and coordinate the design services for water and wastewater plant and system projects. He also is a leader in providing AWIA Risk and Resiliency program services to water services providers.

**Selected Project Experience**

- **AWIA Risk and Resiliency Program |** City of Odessa | Project Manager
- **AWIA Risk and Resiliency Program |** City of College Station | Project Manager
- **9-MGD Wastewater Treatment Plant |** City of Port Arthur | Project Engineer
- **Wastewater Treatment Plant Expansion |** Brushy Creek Regional Utility Authority | Project Manager
- **Wastewater Treatment Plant Condition Assessment |** City of Freeport | Project Manager
- **Pump Stations, Water Lines, and Elevated Storage Tank |** City of Huntsville | Project Engineer
- **Water Treatment Plant Clarified Rehabilitation |** City of Kerrville | Quality Control
- **Southwest Wastewater Treatment Plant Improvements Design* |** City of Houston | Senior Project Manager
- **Design and Construction of Permanent Wastewater Treatment Facility* |** Harris County | Project Manager
- **Existing Water Plant Design Effort and Water Production Optimization* |** Harris County | Senior Project Manager
- **Surface Water Plant Design Improvements* |** City of Junction | Senior Project Manager
- **Sagemont Wastewater Treatment Plant Preliminary Design Aeration System Improvements* |** City of Houston | Senior Project Manager

**prior to joining FNI*

### EDUCATION

BS, Civil Engineering, Texas A&M University

### PROFESSIONAL LICENSES

Professional Engineer, Texas #69933

Utility Risk & Resiliency Certification Program

### YEARS OF EXPERIENCE

34 years

## TREY SHANKS, CFM, IAM

### QUALITY CONTROL: ENVIRONMENTAL, SAFETY, SECURITY AND VULNERABILITY ASSESSMENTS

Trey Shanks is an FNI Associate and an experienced leader for asset management and AWIA Risk and Resiliency programs. He has assisted municipal clients from 5,000 to more than 1 million in population. He also has conducted numerous asset inventory and condition assessments for public storm system infrastructure, including meeting environmental compliance requirements, establishing a prioritization approach for system maintenance, and providing a foundation for master planning and capital improvements. He has worked with numerous cities to implement stormwater utilities for dedicated funding as part of their stormwater asset management programs. Working with clients to understand or develop goals for managing their infrastructure, Trey has tailored his projects to meet clients' expectations for long-term ongoing use.

**Selected Project Experience**

- **Stormwater Utility Implementation |** City of Midland | Project Manager
- **AWIA Risk and Resiliency Program |** City of Denton | Technical Advisor
- **AWIA Risk and Resiliency Program |** Douglasville-Douglas County Water and Sewer Authority | Technical Advisor
- **AWIA Risk and Resiliency Program |** City of McKinney | Technical Advisor
- **Water System Asset Management Program |** City of Denton | Project Manager
- **Risk-Based Asset Prioritization Program |** City of Charlotte, NC | Assistant Project Manager
- **O.M. Stevens Water Treatment Plant Risk Management Program |** City of Corpus Christi | Project Manager
- **Risk Management Program (Clean Air Act of 1990) |** City of Midland | Environmental Scientist
- **Risk Management Program (Clean Air Act of 1990) |** City of Brownwood | Environmental Scientist
- **Risk Management Program (Clean Air Act of 1990) |** Brown County Water Improvement District No. 1 | Environmental Scientist

### EDUCATION

MS, Environmental Management, University of Houston-Clear Lake

BS, Chemistry, University of Texas at Austin

### PROFESSIONAL LICENSES

Certified Floodplain Manager

Certificate in Asset Management

### YEARS OF EXPERIENCE

25 years

## EDUCATION

BS, Civil Engineering, Texas Tech University

## PROFESSIONAL LICENSES

Professional Engineer, Texas #115651

Utility Risk & Resiliency Certification Program

## YEARS OF EXPERIENCE

11 years

# ANDREW FRANKO, PE

### PROJECT MANAGER: COMPUTER MODELS/GIS OF WATER AND/OR WASTEWATER ISSUES

Andrew Franko is one of FNI's most experienced professionals for master planning, system modeling and GIS applications, especially for West Texas municipalities. He has a hands-on understanding of water and sewer system modeling software and is experienced in supporting municipal staffs with software selection and training, as well as GIS integration into models.

**Selected Project Experience**

- **Water and Wastewater Master Plans |** City of Lubbock | Project Manager
- **On-Call Modeling Contract |** City of Frisco | Project Engineer
- **On-Call Modeling Contract |** City of Fort Worth | Project Engineer
- **On-Call Modeling Contract |** City of Grand Prairie | Project Engineer
- **Water and Wastewater Master Plans |** City of Fort Worth | Project Engineer
- **Interceptor Condition Assessment Program |** City of Fort Worth | Project Engineer
- **Water Efficiency and Condition Assessment Program |** City of Fort Worth | Project Engineer
- **Master Services Agreement (including modeling) |** Colorado River Municipal Water District | Project Engineer
- **Water Master Plan |** City of Arlington | Project Engineer
- **Wastewater Master Plan |** City of Arlington | Project Engineer
- **Infrastructure Master Plan |** Andrews Economic Development Corporation | Assistant Project Manager
- **Water/Wastewater Master Plan |** McAllen Public Utility | Project Engineer
- **Water Asset Management & InfoMaster |** City of Denton | Technical Advisor
- **Master Utility Management Plan |** City of Stephenville | Project Engineer

## JESSICA BROWN, PE

### QUALITY CONTROL: COMPUTER MODELS/GIS OF WATER AND/OR WASTEWATER ISSUES

Jessica Brown's background as one of FNI's highly qualified planning and modeling professionals provides her clients with the confidence that they will be making fully informed investments in their infrastructure to meet future capacity and service requirements. She has managed more than 50 water and wastewater masters plans, asset management programs and infiltration/inflow studies, as well as client workshops on software selection and master planning processes, experience that brings best practices and time-saving accuracy and recommendations to CIPs developed for her clients. Jessica's practical master planning and system study approach is strengthened by her hands-on design experience. She is an FNI Vice President/Principal and a recognized specialist in municipal infrastructure systems.

**EDUCATION**

BS, Civil Engineering, Texas A&M University

**PROFESSIONAL LICENSES**

Professional Engineer, Texas #90098

**YEARS OF EXPERIENCE**

23 years

**Selected Project Experience**

- **On-Call Modeling Contract |** City of Fort Worth | Senior Advisor/Project Engineer (multiple contracts)
- **On-Call Modeling Contract |** City of Fort Worth | Senior Advisor/Project Engineer (multiple contracts)
- **On-Call Modeling Contract |** City of Grand Prairie | Project Engineer/Project Engineer (multiple contracts)
- **Water System Operations Modeling Assistance |** City of Waco | Senior Advisor
- **Water and Wastewater Master Plans |** City of Lubbock | Senior Advisor
- **Interceptor Condition Assessment Program |** City of Fort Worth | Senior Advisor
- **Water Efficiency and Condition Assessment Program |** City of Fort Worth | Project Engineer
- **Water System and Wastewater Master Plans |** City of San Angelo | Project Manager/Engineer
- **Infrastructure Master Plan |** Andrews Economic Development Corporation | Senior Advisor
- **GIS Asset-Based Inventory |** Trinity River Authority | Project Manager
- **Pierce-Burch Water Treatment Plant Asset Management Program |** City of Arlington | Project Manager

## DANIEL HARRISON, AICP

### PROJECT MANAGER: MUNICIPAL CODE REVISIONS

Daniel Harrison is an FNI Associate, Senior Urban Planner and an experienced Project Manager with long-range and current planning experience. His primary responsibilities include comprehensive planning, current planning, public participation and population projections for a range of client types. Daniel is also the creator of FNI's model for developing modern zoning and subdivision ordinances. He is focused on creating development regulations that are practical, user-friendly, clear and conducive to quality land development. Daniel's extensive comprehensive planning experience provides him with a realistic understanding of implementing a community's vision through development ordinances.

**Selected Project Experience**

» **Development Regulations:**

- City of Brady
- City of Celina
- City of Corinth
- City of DeSoto
- City of Fredericksburg
- City of Frisco
- City of Garland
- City of Glen Rose
- City of Gonzales
- City of Hudson Oaks
- City of Haslet
- City of Midland
- City of Midwest City, Oklahoma
- City of New Braunfels
- City of Port Arthur
- Town of Prosper
- City of Red Oak
- City of Richland Hills

**EDUCATION**

Master of City and Regional Planning, University of Texas at Arlington

MPS, Economic Development and Planning, University of Texas at Arlington

BA, Government, University of Texas at Austin

**PROFESSIONAL LICENSES**

American Institute of Certified Planners #023037

**YEARS OF EXPERIENCE**

18 years

*"Daniel has exhibited superb political acumen, subject expertise and a professional communication style that deftly translates complex subjects into digestible formats for laypersons. Daniel is precisely the type of consultant, and person, that we expect when we contract with Freese and Nichols, Inc. - a consummate professional."*

Chris Fuller | Deputy City Manager
City of Colleyville

## EDUCATION

Master of City and Regional Planning, University of Texas at Arlington

BS, Architecture, University of Texas at Arlington

## PROFESSIONAL LICENSES

Fellow, American Institute of Certified Planners #4572

## YEARS OF EXPERIENCE

47 years

# DAN SEFKO, FAICP

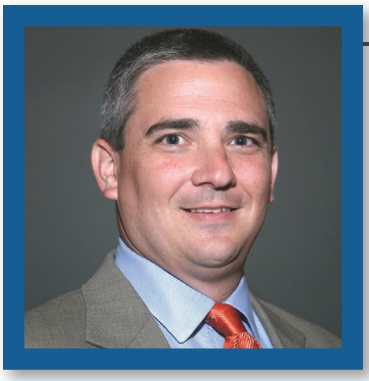
## QUALITY CONTROL: MUNICIPAL CODE REVISIONS

Dan Sefko is FNI's Urban Planning Lead Technical Professional and a firm Associate, assisting municipal clients in cost-effective planning for population and employment growth, land use planning, infrastructure expansion and economic development. He is one of Texas' most respected planners and has prepared plans for more than 100 cities throughout the state. Dan's background includes comprehensive plans and updates, zoning and subdivision ordinances, land use assumptions, and other studies, plans and recommendations. His planning strengths include public involvement and building stakeholder consensus to support his clients' planning goals. In addition to comprehensive, long-range municipal planning, Dan's experience includes: impact fee development and rough proportionality, historic preservation planning, demographic analysis, open space and park master planning, fiscal impact analysis, development planning and zoning, and subdivision ordinances and codes. He has also served as an Expert Witness on planning related matters for numerous cities.

**Selected Project Experience**

» **Recent Development Ordinances:**

- Land Development Code, City of Abilene
- Land Development Code, City of New Braunfels
- Zoning Ordinance, City of Angleton
- Zoning Ordinance, Town of Highland Park
- Zoning Ordinance Update, City of University Park
- Zoning Ordinance, Zoning Map and Subdivision Ordinance, City of Denison
- Subdivision Ordinance Update, City of Frisco
- Future Land Use and Zoning Ordinance Plan, City of Tomball



## CHRIS JONES, PE, CCM, CDT

### PROJECT MANAGER: DIRECT SUPERVISION, INSPECTION OF CONSTRUCTION PROJECTS

Chris Jones is a firm Associate and manager of FNI's Fort Worth-based Construction Services Group. He serves as a Construction Manager for large-scale lift stations, water and wastewater mains, elevated water tanks, ground water storage tanks, pump stations, wastewater treatment plants and detention facilities. His prior experiences in design and project management provide him with a unique insight into constructability and start-to-finish project oversight. He has design and project management experience in the areas of wastewater interceptors, sewers and lift stations, ground water storage tanks, water mains, detention facilities, drainage systems, sanitary sewer evaluation studies and site design.

**EDUCATION**

BS, Civil Engineering, Texas Tech University

**PROFESSIONAL LICENSES**

Professional Engineer, Texas #88535

Certified Construction Manager # A1307

Construction Document Technologist #2004

**YEARS OF EXPERIENCE**

24 years

**Selected Project Experience**

- **$80 Million Water Program Construction Services |** City of Arlington | Project Manager
- **$800 Million Construction Management Services |** Dallas Water Utilities | Technical Advisor/Group Manager
- **Bond Program Management and Inspections |** City of Abilene | Project Manager
- **Infrastructure Construction Services IDIQ |** City of Fort Worth | Quality Assurance
- **Construction Inspection Services |** City of Fort Worth | Project Manager
- **General Construction Inspection Contract |** City of Westworth Village | Project Manager
- **Transportation Bond Program (30+ projects) |** Parker County | Construction Manager/Construction Inspection
- **US 377 Water and Sewer Utility Relocations |** Benbrook Water Authority | Construction Manager
- **North and South Water Treatment Plants Improvements |** City of Lubbock | Construction Manager
- **Lake Alan Henry Water Transmission System |** City of Lubbock | Construction Services
- **Well Field Expansion |** Canadian River Municipal Water Authority | Construction Services

## COY VEACH, PE, CCM

### QUALITY CONTROL: DIRECT SUPERVISION, INSPECTION OF CONSTRUCTION PROJECTS

Coy Veach is a FNI Vice President/Principal and a senior consultant for the construction management and program management practices. He has an extensive background in contracting, program management, project management, construction management, risk management and quality management. Coy is a recognized leader in project delivery methodologies, dispute resolution, quality management and training in leadership and management.

He serves on management practice committees for the American Consulting Engineers Council and the Construction Management Association of America, including Quality Management subcommittees for both organizations. He currently serves as Director of Construction Management Program Development for Southern Methodist University where he developed a masters level curriculum in Construction Management and is currently an instructor for the CCM accreditation for CMAA.

**Selected Project Experience**

- **$80 Million Water Program Construction Services |** City of Arlington | Senior Advisor
- **$800 Million Construction Management Services |** Dallas Water Utilities | Project Manager
- **$2.3 Billion Integrated Pipeline Project |** Tarrant Regional Water District and City of Dallas | Program Construction Manager
- **$3 Billion Terminal Renewal and Improvement Program |** DFW International Airport Board | QA/QC Manager
- **New 9-MGD Surface Water Treatment Plant |** City of Sugar Land | Project Manager
- **$148 Million Eagle Mountain Connection |** Tarrant Regional Water District | Program Construction Manager

### EDUCATION

MS, Civil Engineering, University of Texas at Arlington

BS, Civil Engineering, University of Texas Arlington

### PROFESSIONAL LICENSES

Professional Engineer, Texas #50957

Certified Construction Manager #1308

### YEARS OF EXPERIENCE

42 years

## BRIAN PEARCE, PE

### PROJECT MANAGER: ELECTRICAL & CONTROL WIRING FOR EQUIPMENT AND PROCESS CONTROL

Brian Pearce is an Electrical Engineer in FNI's San Antonio office, specializing in electrical power distribution, motor control, SCADA and acoustics. He has project experience in water, wastewater, industrial and mining facilities. Before beginning work as an electrical engineer, Brian spent more than 10 years as an audio/video consultant specializing in acoustical modeling and sound system design. His background in communications architecture led him into working with SCADA systems and expertise with acoustical modeling and treatment has been beneficial on several municipal projects where noise control concerns were paramount.

**Selected Project Experience**

- **Lick Creek Wastewater Treatment Plant Expansion |** City of College Station | Electrical Engineer
- **Bois d'Arc Lake High-Service Pump Station |** North Texas Municipal Water District | Electrical Engineer
- **Kerrville Reuse Facility |** City of Kerrville | Electrical Engineer
- **Lake Arlington Lift Station |** City of Fort Worth | Electrical Engineer
- **E.V. Spence Intake Pump Station Upgrades |** Colorado River Municipal Water District | Electrical Engineer
- **FM3351 Booster Pump Station Improvements |** Guadalupe Blanco River Authority | Electrical Engineer
- **Leon Creek Wastewater Treatment Plant* |** San Antonio Water System | Electrical Engineer
- **Water Treatment Plant THM Control Facility |** City of Kerrville | Electrical Engineer
- **Wastewater Treatment Plant Expansion |** Brushy Creek Regional Utility Authority | Electrical Engineer

### EDUCATION

BS, Electrical Engineering, University of Texas at San Antonio

### PROFESSIONAL LICENSES

Professional Engineer, Texas #132949

### YEARS OF EXPERIENCE

20 years

## WADE ZEMLOCK, PE

### QUALITY CONTROL: ELECTRICAL & CONTROL WIRING FOR EQUIPMENT AND PROCESS CONTROL

Wade Zemlock is an FNI Associate, Senior Electrical Engineer and FNI's Electrical Group Manager, who has provided electrical engineering services for a range of transportation projects throughout Texas. He has extensive work experience on pump station expansions, renovations and new construction. He has completed work for pump stations, lift stations, wastewater treatment plants and water treatment plants. He is experienced in electrical system design, including SCADA systems, low- and medium-voltage distribution systems and generators systems. He is also experienced in power systems studies, including load flow, short circuit, coordination and arc flash with analysis performed in SKM power tools software.

**Selected Project Experience**

- **1.25-MG Elevated Storage Tank and Water Line Improvements |** Town of Sunnyvale | Electrical Engineer
- **Allen-Plano-Frisco-McKinney Pipeline |** North Texas Municipal Water District | Electrical Engineer
- **SH 46 West Water System Expansion |** New Braunfels Utilities | Electrical Engineer
- **Alta Vista Pump Station Expansion |** City of Keller | Electrical Engineer
- **Chisholm and Spring Creek Lift Stations and Force Main |** City of Edmond, OK | Electrical Engineer
- **Central Wastewater Treatment Plant Effluent Pump Station Rehabilitation |** Dallas Water Utilities | Electrical Engineer
- **Central Regional Wastewater System Phase VI Rehabilitation |** Trinity River Authority | Electrical Engineer
- **Doe Branch WRP Phase 2 Expansion |** Upper Trinity Regional Water District | Electrical Engineer
- **Custer Road Pump Station Meter Station Relocation |** Town of Prosper | Electrical Engineer
- **Midwestern State University Primary Electrical Distribution System Upgrade |** Midwestern State University | Electrical Engineer

### EDUCATION

BS, Electrical Engineering, Texas Tech University

### PROFESSIONAL LICENSES

Professional Engineer, Texas #92701

### YEARS OF EXPERIENCE

22 years

## KATIE LEATHERWOOD, PG

### PROJECT MANAGER: GENERAL COMPLIANCE AND PERMITTING ISSUES

Katie Leatherwood is a licensed professional geoscientist with experience in conducting Phase I and II ESAs, soil and groundwater sampling under the TCEQ Texas Risk Reduction Program, and field services associated with remediation projects. Her project experience also includes on-site environmental construction site representation, waste characterization and disposal, wastewater treatment plant closures, municipal setting designation applications and ecological risk assessments. Katie is also FNI's lead scientist for TPDES permitting—for both wastewater-related permits and TCEQ's various stormwater permits. Katie has extensive experience with SWPPP preparation for construction projects and industrial activities

**EDUCATION**

BS, Environmental Science, Texas Christian University

**PROFESSIONAL LICENSES**

Professional Geoscientist, Texas #11594

**YEARS OF EXPERIENCE**

13 years

**Selected Project Experience**

- **9-MGD Main Wastewater Treatment Plant |** City of Port Arthur | Environmental Scientist
- **Lick Creek Wastewater Treatment Plant Capacity Expansion |** City of College Station | Environmental Scientist
- **Central Wastewater Treatment Plant Expansion to 10 MGD |** City of Pflugerville | Environmental Scientist
- **Wastewater Treatment Plant Expansion |** City of Cleburne | Environmental Scientist
- **Wastewater Treatment Plant Expansion Study, Design and Construction Services |** City of Brady | Environmental Scientist
- **Water Treatment Plant Disinfection By-Products Reduction Improvements |** Somervell County Water District | Environmental Scientist
- **Texas Pollutant Discharge Elimination System Permit Renewals |** City of Pflugerville | Project Manager
- **Ray Olinger Texas Pollutant Discharge Elimination System Permit Renewal |** Garland Power & Light | Assistant Project Manager
- **Bois d'Arc Lake Dam and Reservoir |** North Texas Municipal Water District | Environmental Scientist
- **Lake Texoma-to-Wylie Water Treatment Plant Water Transmission System and Plant Connection |** North Texas Municipal Water District | Environmental Scientist

## KIMBERLY BUCKLEY, PG

### QUALITY CONTROL: GENERAL COMPLIANCE AND PERMITTING ISSUES

Kimberly Buckley is an FNI Associate, Environmental Scientist and licensed Professional Geoscientist, who has served as Project Manager on more than 40 environmental projects in Texas and Oklahoma. Kimberly has experience in a diverse selection of environmental-related projects, including environmental site assessments, affected property assessments, municipal setting designation applications, waste classification and disposal, and preparation of spill prevention control and countermeasure plans. She is versed in TCEQ rules and regulations pertaining to contaminated site investigation, cleanup, and closure, as well as property transactions. Kimberly is a member of the ASTM International subcommittee (E-50) responsible for maintaining and updating industry standards related to environmental site assessments and environmental services.

**Selected Project Experience**

- **On-Demand General Environmental Compliance Services |** Oklahoma Department of Transportation | Project Manager
- **Lick Creek Wastewater Treatment Plant Capacity Expansion |** City of College Station | Environmental Scientist
- **42-Inch Water Line Relocation Environmental Services |** Gulf Coast Water Authority | Environmental Scientist
- **Water Treatment Plant Expansion and Phase I Environmental Site Assessment |** City of Taylor | Environmental Scientist
- **Aquifer Storage and Recovery Demonstration Study |** Tarrant Regional Water District | Environmental Scientist
- **Water Supply Improvements Bond Program |** Bacliff Municipal Utility District | Environmental Scientist
- **Trinity River Vision Central City Project |** City of Fort Worth | Environmental Scientist
- **Joint Reserve Base-Fort Worth Environmental Assessment |** Texas Military Department | Environmental Scientist

### EDUCATION

MS, Geology, University of New Orleans

BS, Environmental Management Systems, Louisiana State University

### PROFESSIONAL LICENSES

Professional Geoscientist, Texas #10385

### YEARS OF EXPERIENCE

19 years

# ADDITIONAL PROJECTS WITH REFERENCE CONTACTS

## APPENDIX – SERVICE PROVIDER PROJECTS WITH REFERENCE CONTACTS

PRIMARY SERVICE – WATER DISTRIBUTION SYSTEM

**Robinson Road Water Line, City of Grand Prairie**

REFERENCE: George Fanous, PE, Senior Engineer; PO Box 534045, Grand Prairie, Texas 75050; 972-237-8143

Design and construction services for 7,680 LF of 30-inch and 1,090 LF of 36-inch water line through subdivisions and undeveloped areas to address increasing demand. Also includes hydraulic modeling, 48- and 54-inch bores under Cottonwood Creek, and a new pump station and elevated storage tank. CONSTRUCTION COST: $5.1 million | COMPLETION DATE: 12/2020 (est)

TEAM LEADERS ROLES: Aaron Conine – Project Manager; Rusty Gibson – Senior Advisor; Andrew Franko – Hydraulic Modeling; Nick Lester – Project Engineer; Ryan Opgenorth – Project Engineer

| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

**Miller and Oak Ridge Elevated Storage Tanks, City of Weatherford**

REFERENCE: Bill Smith, PE, CFM, Project Manager; 917 Eureka Street, Weatherford, Texas 76086; 817-598-4033

Design of a new 0.5-MG composite elevated storage tank within the Miller Pressure Plane. Includes associated piping, appurtenances and 1,800 LF of 12-inch water line improvements to increase hydraulic capacity. Also includes rehabilitation of the existing 0.25-MG Oakridge elevated storage tank to meet TCEQ and OSHA requirements. CONSTRUCTION COST: Ongoing | COMPLETION DATE: Ongoing

TEAM LEADERS ROLES: Ryan Opgenorth – Project Manager; Rusty Gibson – Senior Advisor; Charles Kucherka – Quality Control; Chris Jones – Constructability Reviews

| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | 10 | ✓ 11 | ✓ 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

PRIMARY SERVICE – SEWAGE COLLECTION SYSTEMS

**Bear Creek Lift Station/Force Main, Trinity River Authority**

REFERENCE: Kelly Davis, PE, Senior Engineer; PO Box 240, Arlington, Texas 76004; 817-493-5197

Design and construction services for approximately 15,000 LF of 27- through 48-inch wastewater gravity trunk main, a lift station expansion from 3.6 to 10.8 MGD and a Parshall flume meter station at the entrance to TRA's Red Oak Creek Regional Wastewater System WWTP. CONSTRUCTION COST: $21 million | COMPLETION DATE: Ongoing

TEAM LEADERS ROLES: Robb Otey – Project Manager; Ryan Opgenorth – Assistant Project Manager (construction); Rusty Gibson – Senior Advisor; Wade Zemlock – Quality Control; Chris Jones – Construction Services

| SIMILARITIES | 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | ✓ 10 | ✓ 11 | ✓ 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

**Black Warrior Creek Sanitary Sewer Lines, City of Weatherford**

REFERENCE: Bill Smith, PE, CFM, Project Manager; 917 Eureka Street, Weatherford, Texas 76086; 817-598-4033

Design of approximately 8,770 LF of 8- to 18-inch sanitary sewer replacement. Installation methods included pipebursting, cured-in-place pipe (CIPP), open-cut and aerial crossing. Coordinated design with Heritage Park amphitheater and collaborated with Weatherford ISD for easement acquisition. CONSTRUCTION COST: $1.8 million | COMPLETION DATE: 2015

TEAM LEADERS ROLES: Aaron Conine – Project Engineer; Ryan Opgenorth – Project Engineer; Chris Jones – Constructability Reviews

| SIMILARITIES | 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | ✓ 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – WATER TREATMENT PROCESSES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Lake Ray Robert Water Treatment Plant Upgrades, City of Denton** | | | | | | | | | | | | |
| REFERENCE: Frank Pugsley, PE, Water Utilities Director; 215 East McKinney, Denton, Texas 76201; 940-349-8086 | | | | | | | | | | | | |
| Limited condition assessment of aboveground plant facilities, followed by risk-based prioritization of needed rehabilitation and replacement of assets at the plant. Also evaluating operational efficiencies, process performance and regulatory compliance. . CONSTRUCTION COST: N/A \| COMPLETION DATE: 10/2019 | | | | | | | | | | | | |
| TEAM LEADERS ROLES: James Naylor – Project Manager; David Sloan – Process Engineer | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | ✓ 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |

| **Auger and Tayman Water Treatment Plants, City of Midlothian** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Mike Adams, PE, Executive Director of Engineering and Utilities; 104 West Avenue E, Midlothian, Texas 76065; 972-775-7105 | | | | | | | | | | | | |
| Preliminary assessments for 4-MGD expansion of the pressure-membrane Auger Water Treatment Plant to 12 MGD and the conventional Tayman plant from 11.5 to 20 MGD. Recently completed a Water Supply Study projecting long-term supply needs and evaluating implementation options, including expansion of the plants. Will also evaluate the next expansion to determine facilities required including the second membrane train within the existing treatment building. CONSTRUCTION COST: N/A \| COMPLETION DATE: 3/2020 | | | | | | | | | | | | |
| TEAM LEADERS ROLES: James Naylor – Project Manager; David Sloan – Senior Advisor; Lissa Gregg – Project Engineer (water supply) | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | ✓ 3 | 4 | 5 | ✓ 6 | 7 | 8 | 9 | 10 | ✓ 11 | 12 |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – WASTEWATER PLANT PROCESSES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **New 9-MGD Wastewater Treatment Plant, City of Port Arthur** | | | | | | | | | | | | |
| REFERENCE: Donald Stanton, Interim Director of Utilities; 444 4th Street, Port Arthur, Texas 77640; 409-983-8226 | | | | | | | | | | | | |
| Design of a new 9-MGD wastewater treatment plant to replace the City's existing plant. Evaluation of existing plant and lift station allowed rehabilitation and cost-saving reuse of facilities with adequate remaining useful life. Filtration system reduces peak flow, potentially saving millions in future construction costs. Funded by Texas Water Development Board's Clean Water SRF program. CONSTRUCTION COST: $63 million (est) \| COMPLETION DATE: Ongoing | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Murali Erat – Project Manager; David Hunn – Project Engineer | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | 3 | ✓ 4 | 5 | 6 | 7 | 8 | 9 | 10 | ✓ 11 | ✓ 12 |

| **Wastewater Treatment Plant Improvements/Reuse System, City of Weatherford** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Rick Shaffer, PE, Director of Utilities - Water/Wastewater; 303 Palo Pinto Street, Weatherford, Texas 76086; 817-598-4473 | | | | | | | | | | | | |
| Design of improvements at the 4.5-MGD wastewater treatment plant to develop a "ground-up" indirect potable reuse system and provide for a more sustainable water supply. Also includes design of biological phosphorus removal for plant's two trains (Old Plant and New Plant) with a backup chemical removal system for each and conversion of the Old Plant anoxic zones to anaerobic zones. Also included 5-MGD reuse pump station and outfall at Lake Weatherford. Supported City in securing more than $1.5 million in Clean Water State Revolving Fund (CWSRF) loan forgiveness. CONSTRUCTION COST: $5.2 million (est) \| COMPLETION DATE: 2016 (design) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Chad Simmons – Assistant Project Manager; Lissa Gregg – Project Engineer (reuse water rights permit); Tom Gooch – Senior Advisor; Rusty Gibson – Senior Advisor; Ryan Opgenorth – Project Manager (pump station); David Sloan – Process Engineer | | | | | | | | | | | | |
| SIMILARITIES | 1 | 2 | 3 | ✓ 4 | ✓ 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | ✓ 11 | ✓ 12 |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – PUMP STATIONS & PRESSURE MAINTENANCE FACILITIES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Redbud Pump Station, City of McKinney** | | | | | | | | | | | | |
| REFERENCE: Paul Tucker, PE, Senior Utility Engineer; 221 North Tennessee, McKinney, Texas 75069; 972-547-7631 | | | | | | | | | | | | |
| Design and construction services for a new 40-MGD pump station, expandable to 90 MGD. Includes 8-MG ground storage tank and 54-inch discharge pipes to two pressure planes, with pumps capable of pumping to either pressure plane. Master-planned site is shared with an North Texas Municipal Water District pump station. Building exterior designed to meet community's standards. Includes chloramine booster system. CONSTRUCTION COST: $21.6 million \| COMPLETION DATE: 6/2020 (est) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Rusty Gibson – Senior Advisor; David Sloan – Water Quality; Wade Zemlock – Quality Control | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | ✓ 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | ✓ 11 | 12 |

| **Pump Station 10 Replacement, City of Lubbock** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Mike Keenum, PE, City Engineer; PO Box 2000, Lubbock, Texas 79457; 806-775-2393 | | | | | | | | | | | | |
| Evaluated and designed the replacement of PS10, located in one of Lubbock's upscale neighborhoods. Replacement pump station design included four 5-MGD vertical turbine pumps in cans, four 480V variable frequency drives (VFDs) to provide the City with the most reliable and flexible operations, a separate electrical room with HVAC and sealing of the floor on an existing 5-MG concrete tank. CONSTRUCTION COST: $10.3 million \| COMPLETION DATE: 2016 (design) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Nick Lester – Project Manager (construction)/Principal-in-Charge; Rusty Gibson – Senior Advisor; Jessica Brown – Hydraulic Modeling; Wade Zemlock – Electrical Engineer; Heather Keister – Floodplain Considerations | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | ✓ 5 | 6 | 7 | ✓ 8 | 9 | ✓ 10 | ✓ 11 | 12 |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – COMPUTER MODELS/GIS OF W/WW ISSUES | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Water, Wastewater and Reuse Master Plan, City of Frisco** | | | | | | | | | | | | |
| REFERENCE: Jason Brodigan, PE, Assistant Director of Engineering; 6101 Frisco Square Boulevard, Frisco, Texas 75034; 972-292-5434 | | | | | | | | | | | | |
| Systemwide Master Plan of the City's water, wastewater and reuse systems. Includes developing population and demand/flow projections, pressure testing and flow monitoring field testing, and building and calibration of an all-pipes hydraulic model for each system. Since the Master Plan, the hydraulic models have been further used for development and re-development driven analyses for the Ford Center at The Star, the Frisco Multi-Use Event Center, the North Platinum Corridor developments, and the PGA of America relocation. CONSTRUCTION COST: N/A \| COMPLETION DATE: Ongoing (on-call contract) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Andrew Franko – Project Engineer; Jessica Brown – Project Manager | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | 10 | 11 | 12 |

| **Water Asset Management Program, City of Denton** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFERENCE: Becky Diviney, PE, Deputy Director-Water and Wastewater Utilities; 215 East McKinney, Denton, Texas 76201; 940-349-8461 | | | | | | | | | | | | |
| Developing an asset management program for water system assets to develop a more proactive approach to maintaining Denton's water line assets through effective rehabilitation and renewal. Also, an Asset Management Maturity Assessment (AMMA) to determine where Denton is on its water system asset management program and evaluate areas of strength and opportunities for improvement. CONSTRUCTION COST: N/A \| COMPLETION DATE: 4/2020 (est) | | | | | | | | | | | | |
| TEAM LEADERS ROLES: Andrew Franko — Technical Advisor; Trey Shanks – Project Manager | | | | | | | | | | | | |
| SIMILARITIES | ✓ 1 | 2 | 3 | 4 | 5 | 6 | 7 | ✓ 8 | 9 | 10 | 11 | 12 |

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

| PRIMARY SERVICE – DIR., SUPERVISION, INSPECTION OF CONST. PROJECTS |
|---|
| **Construction Management Services, Dallas Water Utilities** |
| REFERENCE: Mark Cottingame, PE, Senior Program Manager - Water Facilities; 2121 Main Street, Suite 300, Dallas, Texas 75201; 214-671-9170 |
| Program construction management for improvement to Dallas Water Utilities' water treatment, storage, and pumping facilities across the Dallas Water Utilities (DWU) system. Consists of several projects ranging from a new treatment facility at each of DWU water treatment plants, and construction or renovation of existing storage facilities and pump stations. CONSTRUCTION COST: $800 million \| COMPLETION DATE: Ongoing |
| TEAM LEADERS ROLES: Chris Jones – Technical Advisor/Group Manager; Coy Veach – Project Manager |

| SIMILARITIES | ✓ 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| **Bond Program Management, City of Abilene** |
|---|
| REFERENCE: Robert Hanna, City Manager; 555 Walnut Street, Suite 203, Abilene, Texas 79604; 325-676-6206 |
| Program oversight including scheduling, estimating, planning, cash flow projections and project status reporting. Design and construction management done by consultants and contractors as part of the program was the responsibility of FNI and included RFQ and contract development, design reviews, coordination with City departments, bid phase services, construction management, construction inspection and project closeout. FNI implemented the use of alternative project delivery methods for certain projects. CONSTRUCTION COST: $80 million \| COMPLETION DATE: 10/2016 |
| TEAM LEADERS ROLES: Chris Jones – Project Manager; Rusty Gibson – Client Representative; Heather Keister – Project Engineer |

| SIMILARITIES | ✓ 1 | ✓ 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | ✓ 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| SIMILARITIES | | | |
|---|---|---|---|
| | 1 – Water Distribution System | 5 – Pump Stations & Pressure Maint Facilities | 9 – Municipal Code Revisions |
| | 2 – Sewage Collection Systems | 6 – Raw Water Sources (surface water) | 10 – Direction. Supervision, Inspection of Const Projects |
| | 3 – Water Treatment Processes | 7 – Envir, Safety, Security and Vulnerability Assessments | 11 – Elec/Cont Wiring for Equip & Process Cntrl |
| | 4 – Wastewater Plant Processes | 8 – Computer Models/GIS of Water/Wastewater Issues | 12 – General Compliance & Permitting Issues |

# ADDENDA

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will the Required tabs count as a page?**

**A1. No.**

**Q2. Would the City allow SOQs to separate the requested information with titles of "Tab 1: Letter of Interest, Tab 2: Firm's Organizational Chart, Tab 3 etc." in a running document as opposed to physical tabs separating the sections?**

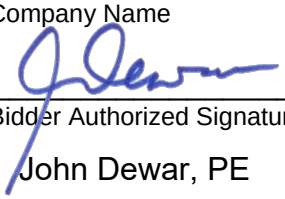
**A2. No.**

**Q3. To adequately address the 20 service categories listed in section 1.5 of the RFQ, would the City allow additional project experience to be included in the appendix? Perhaps limit to one page per service category?**

**A3. Yes**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| Freese and Nichols, Inc. | |
| Company Name | |
|  | March 18, 2020 |
| Bidder Authorized Signature | Date |
| John Dewar, PE | 817-735-7431 |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Is there an online portal that we can monitor for addendums and QA responses?**

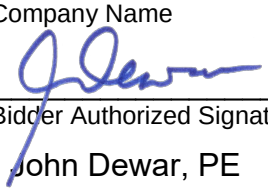
**A1. The online portal where you can monitor bids are at https://www.midlandtexas.gov/bids.aspx and of course can always call the purchasing department at 432-685-7234 for additional information.**

**Q2. Does the Conflict of Interest Questionnaire count towards the 12-page limit.**

**A2. No.**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| Freese and Nichols, Inc. | |
| Company Name | |
|  | March 18, 2020 |
| Bidder Authorized Signature | Date |
| John Dewar, PE | 817-735-7431 |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Under 1.5 Services Required, one of the requirements is *Direct Supervision, inspection and construction materials testing of construction projects,* could you please clarify if this includes asbestos inspection?**

**A1. Services could include asbestos inspection if your firm provides those services. We are selecting up to six firms.**

**Q2. Under 1.5 Services Required, one of the requirements is *Technical support for legal and financial issues,* could you please clarify or expand on the type of support required? Could you please give an example?**

**A2. These services could include, project documentation, support, and review, expert testimonies, resolution, mitigation or litigation support as it relates to insurance claims or construction and engineering disputes.**

**Q3. Under 3.7.1 An assessment of the present workload at the office where this project will be accomplished, including the number of projects by size and on-site technical staff availability, could you please clarify What you mean by the number of projects by size? Does it mean construction cost size or project area size/LF/square ft?**

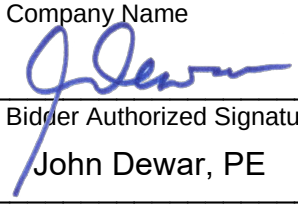
**A3. Size is typically given in cost.**

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

*All other terms and conditions shall remain the same.*

Freese and Nichols, Inc.

Company Name



Bidder Authorized Signature

March 18, 2020

Date

John Dewar, PE

Please Print Above Name

817-735-7431

Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will category 9 (Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years) count against the 12 page limit?**

**A1. No.**

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

*All other terms and conditions shall remain the same.*

Freese and Nichols, Inc.
Company Name

Bidder Authorized Signature

March 18, 2020
Date

John Dewar, PE
Please Print Above Name

817-735-7431
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: March 5, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. When the City put out the on-call Engineering Services RFQ in 2015 they provided an addendum that stated: "*The response does not have to address each area of section 1.5 - only those areas that each company has expertise in. Points are not based on quantity of areas of expertise, only in each specific target area. Respondents are discouraged from "partnering" with other firms to cover each area of expertise.*"**

**Is it the City's intent to use the same criteria in this RFQ?**

**A1. Yes.**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| Freese and Nichols, Inc. | |
| Company Name | |
| | March 18, 2020 |
| Bidder Authorized Signature | Date |
| John Dewar, PE | 817-735-7431 |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: March 9, 2020

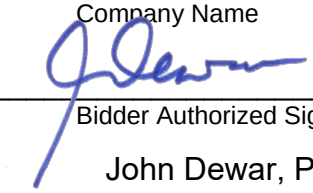
The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Clarification of addendum #5. As per addendum #5, Respondents are discouraged from "partnering" with other firms to cover each area of expertise.". Could you please clarify if respondents still need to answer RFQ item 3.9 Service provider subconsultant project team?**

**A1. Strike the word "discouraged" from addendum #5. Respondents CAN, in fact, partner (use sub consultants). The intention of addendum #5 is to provide respondents with an understanding that they are not required to cover all items under section 1.5 SERVICES REQUIRED. If the primary firm is not capable of providing certain services, they will not be disqualified or have the omitted services counted against them during selection. If a respondent is using subs, then requirements under 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM should be addressed. If no subs are used this section is not applicable.**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| Freese and Nichols, Inc. | |
| Company Name | |
|  | March 18, 2020 |
| Bidder Authorized Signature | Date |
| John Dewar, PE | 817-735-7431 |
| Please Print Above Name | Phone |

FREESE AND NICHOLS

LEADS

- L — LEARN CONTINUOUSLY
- E — ENGAGE AS FAMILY
- A — ACT WITH INTEGRITY
- D — DELIVER QUALITY
- S — SERVE ALWAYS

FREESE AND NICHOLS

2732 82nd Street, Suite A
Lubbock, Texas 79423
806-686-2700
www.freese.com

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-03**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, HDR ENGINEERING, INC. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of

COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND**

**CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

| | |
|---|---|
| If to CITY: | City Manager's Office<br>P.O. Box 1152<br>Midland, Texas 79702 |
| If to COMPANY: | HDR ENGINEERING, INC.<br>4401 WEST GATE BOULEVARD, SUITE 400<br>AUSTIN, TEXAS 78745 |

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration

of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

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

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 HDR ENGINEERING, INC., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Courtney B. Sharp | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**Statement of Qualifications**

# On Call Engineering Services for the Utilities Dept.

RFQ No: 20002430

March
2020

**Submitted to:**
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702

# 1. Letter of Interest

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702

March 18, 2020

RE: Statement of Qualifications for: On Call Engineering Services for the Utilities Dept
RFQ 20002430

Dear Ms. Martinez and Selection Committee Members:

The City of Midland has a long history of responsible stewardship of the City's water and wastewater infrastructure and you have made significant investments to ensure long-term high-quality service to your citizens. It has been a privilege to serve as your partner and trusted advisor on numerous recent projects at the Water Pollution Control Plant (WPCP) and across your system. We look forward to collaborating with you on innovative and adaptive strategies on future assignments. Our team offers the following advantages:

Strong Relationships and Streamlined Communication. Our project team has a long and successful history with the City of Midland. Project Manager Albert Rodriguez, PE, partners with you to maintain open communication and implement strategies to achieve your objectives. He leads projects across Texas and the US with relevant experience to the services outlined in your RFQ. Project Principal Shay Ralls Roalson, PE, will work closely with Albert to verify he has the right resources available to respond to technical challenges and expedited schedules.

Local Resources Backed by State and National Expertise to Provide Innovative Solutions and Rapid Response for Unique Issues. We are a recognized leader in providing comprehensive water and wastewater services from the study phase through construction throughout Texas, the US, and most importantly, in Midland. Our team is structured to provide you with local resources backed by national expertise, providing cutting edge solutions to your critical infrastructure challenges in a timely manner.

No Learning Curve will Result in Cost and Schedule Efficiencies. We are familiar with the City's staff, processes, and procedures, enabling our team to respond to task order requests quickly and efficiently. We have successfully competed numerous task orders under our previous on-call contract.

As your trusted advisor on the WPCP Secondary Improvements Project we demonstrated that we have the City's best interests at heart and will represent you effectively on complex issues you face. We look forward to continuing our service to the City of Midland. If you need any additional information, please contact Albert Rodriguez, PE, Project Manager, at 210-841-2807. HDR is located at 613 NW Loop 410 Suite 700, San Antonio, TX 78216.

Sincerely,

HDR Engineering, Inc.

Albert Rodriguez, PE
Associate Vice President

Shay Ralls Roalson, PE
Vice President
*authorized to bind firm

# 2. Firm's Organizational Chart

# FIRM'S ORGANIZATIONAL CHART

**PROJECT PRINCIPAL**
Shay Ralls Roalson, PE

**PROJECT MANAGER**
Albert Rodriguez, PE

**QA/QC**
Lance Ferland, PE

## REGULATORY SUPPORT

■ Paula Jo Lemonds, PG, PE

**REGULATORY ISSUES**
Albert Rodriguez, PE
Paula Jo Lemonds, PG, PE

**COMPLIANCE & PERMITTING**
Paula Jo Lemonds, PG, PE

**LEGAL & FINANCIAL ISSUES TECHNICAL SUPPORT**
Albert Rodriguez, PE

**ENVIRONMENTAL ASSESSMENTS**
Ricky Wilson, PWS

## PLANNING

■ Heather Lindner, PE

**COMPUTER MODELS & GIS**
Heather Lindner, PE
Noel Gonzalvez

**RATE STUDIES & MUNICIPAL CODE REVISION**
Grady Reed

**LAND ACQUISITION**
Teri Morgan, SR/WA, R/W-NAC, R/W-RAC

## WATER

■ Greg Pierson, PE

**RAW WATER**
David Dunn, PE
Paula Jo Lemonds, PG, PE

**WATER TREATMENT**
Greg Pierson, PE

**WATER DISTRIBUTION & PUMP STATIONS**
■ Troy St. Tours, PE
Amy Shoebotham, PE

## WASTEWATER

■ Albert Rodriguez, PE

**SEWAGE COLLECTION**
Heather Lindner, PE
■ Cale Underberg, PE

**WASTEWATER PLANT PROCESSES**
■ Eric Evans, PhD*

■ **Denotes Key Personnel**
** Licensed PE in a state other than Texas*

## SUPPORT TEAM

**DESIGN REPORTS & BIDDING ASSISTANCE**
Greg Pierson, PE

**OPERATIONS & TRAINING**
Ed Griffenberg
Scott Joslyn

**GEOTECHNICAL**
Tom Wesling, PE

**CONSTRUCTION INSPECTION & MATERIALS TESTING**
Tom Wesling, PE

**ELECTRICAL**
■ Paul Davila, PE, LEED AP

**INSTRUMENTS & CONTROLS**
Sameer Deo, PE

**SAFETY & SECURITY**
Sean Wicks, PSP

# 3. Firm's Qualifications

## FIRM'S QUALIFICATIONS

**Name of Firm:** HDR Engineering, Inc.

**Leadership Responsible For Work Located In Central TX & Authorized To Bind The Firm**

**Principal:** Shay Ralls Roalson, PE, Address: 4401 Westgate Blvd. Austin, TX 78745

**Project Manager:** Albert Rodriguez, PE, 613 NW Loop 410, San Antonio, TX 78216

We are a global employee-owned engineering, architecture, and consulting firm with over 10,000 professionals, including more than 750 professionals in 15 Texas offices. Our company is consistently ranked among the top firms by leading industry publications, including Engineering News-Record. Our responsive approach builds highly collaborative, cross-company teams that open new doors and solve tough problems for clients.

In Texas, we have major offices in Austin, San Antonio, Corpus Christi, Dallas, Fort Worth, and Houston. Our professionals are available and committed to helping clients manage complex projects and make sound decisions.

We value our long-standing relationship with the City of Midland. We have assisted the City with permitting, design, and construction administration of numerous improvements to the City's Water Pollution Control Plant (WPCP) since the construction of the current treatment facilities in 1996.

In 2010, based on our history of service and technical expertise, the City selected our company to advise on wastewater services. We developed a wastewater collection system model and designed the replacement of the Midway Lift Station. We are currently serving as the City's Representative for the WPCP Improvements Project. We have also supported you in permitting the WPCP, including the City's first TPDES discharge permit.

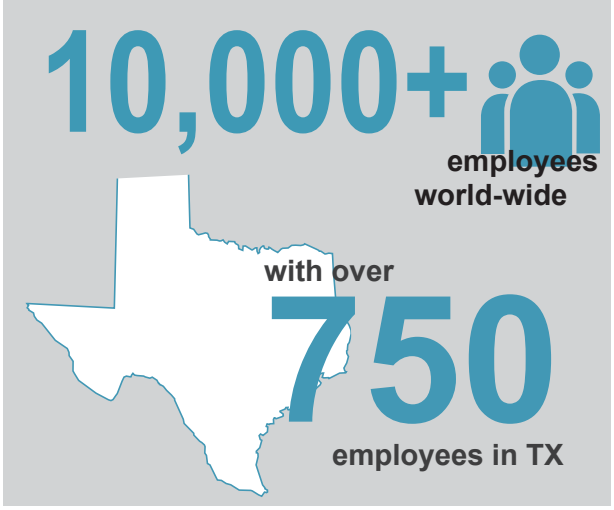
In addition to supporting you at the WPCP, you recently selected us to design improvements to the Paul Davis Well Field Pump Station, so we are gaining experience in your water distribution system as well.

We are committed to continuing to provide the high level of service that you have come to expect from us.

We have completed numerous successful projects across Texas, working with our clients to meet tight schedules and challenging budgets. Section 5 includes a sampling of our recent project experience, executed by the staff shown on our organizational chart in Section 2.

Our project controls systems include tools for staff workload planning, project scheduling, budgeting and cost tracking, internal and external project communications, and regular management and quality control reviews. Through this system, we systematically achieve high quality and cost-effective solutions for our clients.

**We are Texas committed.**
We are ready to serve Midland.



# 4. Firm's Introduction of Project Manager and Team Leads

# FIRM'S INTRODUCTION OF PROJECT MANAGER AND TEAM LEADS

## **ALBERT RODRIGUEZ**, PE — PROJECT MANAGER/WASTEWATER LEAD

Albert has served as a project manager, engineering manager, design engineer, and resident project representative on complex projects throughout Texas and the US. He has authored O&M manuals, designed expansions to wastewater treatment plants, designed large diameter water transmission mains, designed pump stations and reservoirs, assisted in the design of odor control systems, and prepared both sanitary sewer and water distribution studies. Albert has also worked as an equipment manufacturer's representative and as one of the lead operators for College Station's wastewater treatment plant. His unique experience provides a very practical operation and maintenance understanding that enhances the design on our projects. Albert is recognized for his technical ability by the HDR designation of Senior Professional Associate and serves as HDR's national business class lead for pumpstations. He will bring this expertise and lessons learned from previous City of Midland projects to this contract. Albert earned a BS in Economics and Civil Engineering from Texas A&M University.

**REGISTRATIONS**
PE No. 84800, TX

**INDUSTRY EXPERIENCE**
28 Years

## **SHAY RALLS ROALSON**, PE — PROJECT PRINCIPAL

Shay is a professional engineer in Texas with extensive experience leading a variety of water and wastewater projects for municipal clients, such as master planning, water quality analyses, distribution system modeling, pumping and treatment facility design, and construction management. Since 2010, she has been involved in providing quality assurance for the City of Midland projects. Shay earned a MS in Civil & Environmental Engineering from the University of Texas at Austin and a BS in Civil & Environmental Engineering from Vanderbilt University.

**REGISTRATIONS**
PE No. 83993, TX

**INDUSTRY EXPERIENCE**
26 Years

## **LANCE FERLAND**, PE — QA/QC

Lance is a professional engineer specializing in environmental engineering with an emphasis in water distribution systems, large diameter pipelines, water treatment facilities, wastewater treatment facilities, pump stations, lift stations, water quality, and disinfection. Lance has managed and prepared water/wastewater master plans, designs for large diameter pipelines/interceptors, pump/lift stations, ground/elevated storage tanks, disinfection facilities, and water and wastewater treatment plant improvement projects. Lance performs quality control reviews for projects across the nation. Lance will be the Team's Quality Manager with the responsibility to match up unique disciplines and projects with the appropriate quality reviewer(s). Lance earned a MS in Environmental Engineering and aBS in Environmental Engineering from Texas Tech University.

**REGISTRATIONS**
PE No. 95664, TX

**INDUSTRY EXPERIENCE**
19 Years

## **GREG L. PIERSON**, PE — WATER LEAD

Greg is a professional engineer in Texas and Washington and has served as a project manager and/or design manager for the planning, design, and construction engineering services of over 15 water treatment facilities, as well as several pumping stations and intake facilities. Greg served as the manager of the architectural/structural/mechanical/electrical/civil (ASMEC) design service center in HDR's Bellevue, WA office for 8 years, during which he led the design of numerous treatment and pumping facilities with multiple engineering disciplines through design and construction. Greg is currently the project manager for the Paul Davis Well Field Pump Station Improvements project that includes a hydraulic analysis of an existing booster pump station and 27-mile long transmission pipeline, design of improvements to the pump station, and services during construction. Greg earned a Master of Science in Civil Engineering from the University of Washington and a Bachelor of Arts in Chemistry at Pacific Lutheran University.

**REGISTRATIONS**
PE No. 12998., TX

**INDUSTRY EXPERIENCE**
31 Years

## **PAULA JO LEMONDS**, PG, PE — REGULATORY/SUPPORT LEAD

Paula Jo is a registered professional geologist and professional engineer in Texas. Paula Jo has 19 years of experience in water resources, water supply planning, and water quality evaluations. She has assessed watershed-scale hydrology and water quality, modeled groundwater and surface water flow and transport and completed hydrogeologic field investigations. She has also assisted municipal and industrial entities with TPDES permit renewals, as well as successfully navigating TPDES permit requirements. Paula Jo has been working with the City of Midland since 2016 on TLAP permit compliance and Chapter 210 reuse authorizations, and she led the major amendment of the City's permit to authorize the City's first effluent discharge. Paula Jo earned a Master of Science in Geological Engineering from the Colorado School of Mines and a Bachelor of Science in Geology from Texas A&M University.

**REGISTRATIONS**
PE No. 99449, TX
PG No. 10173, TX

**INDUSTRY EXPERIENCE**
19 Years

## **HEATHER LINDNER**, PE — PLANNING LEAD

Heather is a professional engineer in Texas. Her experience focuses on hydraulic modeling and master planning of sanitary sewer collection systems and water distribution systems. She developed a sanitary sewer model for the City of Midland in 2011 and was the capacity task lead for the San Antonio Water System Sanitary Sewer Overflow Reduction program, which included hydraulic modeling, system analysis and privatization, and field verification activities. Heather earned a Bachelor of Science in Civil Engineering from Texas A&M University.

**REGISTRATIONS**
PE No. 105065, TX

**INDUSTRY EXPERIENCE**
15 Years

## **CALE UNDERBERG**, PE — SEWAGE COLLECTION

Cale is a professional engineer in Texas, Nebraska, and South Dakota. Cale has experience in water and wastewater conveyance, including large diameter trunk sewers and water mains, trenchless technologies, and inverted siphons. His expertise includes lift station pump replacement, trenchless pipeline rehabilitation and construction, and water and wastewater treatment facility design and construction. Cale earned a Bachelor of Science in Civil & Environmental Engineering from South Dakota State University.

**REGISTRATIONS**
PE 101545 TX

**INDUSTRY EXPERIENCE**
21 Years

## **TROY ST. TOURS**, PE — WATER DISTRIBUTION AND PUMP STATIONS

Troy is a professional engineer in Texas and Louisiana. Troy's background is in water resources, hydraulic design, and construction. He has extensive experience in the design and construction of a variety of private and municipal water treatment and supply projects. He is also skilled at leading multidiscipline teams on complex projects, including design-build/EPC alternative delivery projects. Troy earned a Bachelor of Science in Civil Engineering from the University of Texas at Austin.

**REGISTRATIONS**
PE 93972 TX

**INDUSTRY EXPERIENCE**
22 Years

## **ERIC EVANS**, PhD, PE — WASTEWATER PLANT PROCESSES

Eric is a professional engineer in Iowa and Minnesota and a licensed wastewater treatment plant operator (Grade 1) in Iowa. Eric has 12 years of experience in wastewater treatment process analysis and design. He has supported process work on several complex treatment systems, including supporting Midland as Owner's Representative during the design of the WPCP Secondary Improvements project. Eric earned a PhD in Environmental Engineering and a Master of Science and Bachelor of Science in Civil Engineering from Iowa State University.

**REGISTRATIONS**
PE 19685 IA

**INDUSTRY EXPERIENCE**
19 Years

## **PAUL DAVILA**, PE, LEED AP — ELECTRICAL

Paul is an electrical engineer with experience including design and construction of most aspects of commercial and industrial electrical systems including power distribution, lighting, fire alarms, and communications. He has evaluated and modified existing facilities, prepared designs for new buildings, and prepared cost estimates and written specifications. Paul serves as electrical task leader and project manager on many electrical design projects including water plants, wastewater plants, pumping stations, capital improvement projects, emergency generation systems. Paul earned an MBA and a Bachelor of Science in Electrical Engineering from the University of Texas at San Antonio.

**REGISTRATIONS**
PE 141043 TX

**INDUSTRY EXPERIENCE**
17 Years

# 5. Firm's Projects with Reference Contacts

## FIRM'S PROJECTS WITH REFERENCE CONTACTS

The HDR Team has completed dozens of projects similar to the potential scope items listed in the RFQ. Every day, we support utilities like the City of Midland as they navigate the challenges inherent in water and wastewater projects, and we have a proven track record of success. The projects included below successfully addressed local, state, and federal rules and regulations, as well as issues related to land use, planning, development and infrastructure design.

### REGULATORY SUPPORT AND PLANNING

**City of Taylor Water & Wastewater Master Plan,** Construction Cost: N/A, Completed 2018, Jim Gray, PE, City of Taylor, 400 Porter Street, Taylor, TX 76574, 512-365-7669

We created new hydraulic models of the City's sanitary sewer system and water distribution system, generated from the City's GIS data. Following model validation, we are identifying deficiencies in the existing systems to develop a prioritized capital improvements program for the City, as well as plan for future growth. We are also developing a water and wastewater rate study for the City, and updating water and wastewater impact fees for the City's comprehensive plan.

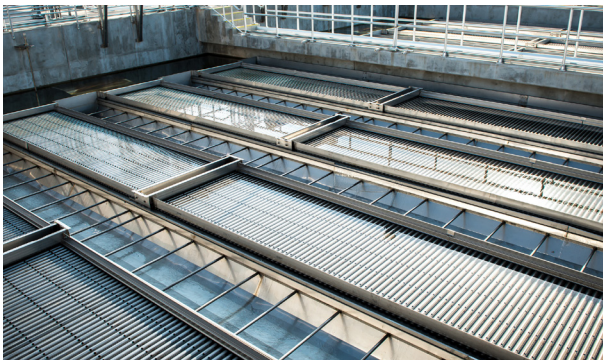
**City of Fredericksburg TPDES Permit Renewal,** Construction Cost: N/A, Completed 2018, Kris Kneese, PE, City of Fredericksburg, 126 W. Main Street, Fredericksburg TX 78624, 830-997-7521

We assisted the City with the renewal of TPDES Permit No. WQ0014969001. When TCEQ included chloride and TDS permit limits in the draft permit, we served as the primary technical author in the response requesting that site-specific studies be completed before issuing chloride and TDS permit limits. Following consideration of the response letter, the permit included reporting requirements for TDS and chloride. This work saved the City significant upgrade costs to its current wastewater treatment infrastructure.

### WATER

**City of Missouri City 10 MGD Surface WTP,** Construction Cost: $30M, Completed: 2012, Scott Elmer, PE, City of Missouri City, 1522 Texas Pkwy., City of Missouri City, TX 77489, 281-403-8572

To accommodate variable raw water quality and provide a positive barrier for the removal of pathogens, the Missouri City SWTP employs low pressure microfiltration membrane preceded by coagulation and sedimentation. A rigorous sampling, testing, and treatability program was conducted to characterize raw water quality and examine the efficacy of various treatment schemes. Processes include powdered activated carbon for control of manganese and taste and odor, inclined plate settler clarifiers to reduce loadings on the membrane system, and enhanced coagulation.



**City of Cedar Park WTP,** Construction Cost: $5.24M, Completed: 2017, Kenneth Wheeler, PE, City of Cedar Park, 450 Cypress Creek Road, City of Cedar Park, TX 78613, 512-401-5584

We designed a series of six construction projects to incrementally increase the capacity of the Cedar Park Water Treatment Plant from 5 MGD to 26 MGD. These projects included the construction of a new treatment building, installation of additional package treatment units,

and the addition of clearwells and raw and finished water pumping capacity. The 2017 Rehabilitation Project addressed needs in the backwash handling system, discharge hoses on the raw water barge, and installing a PAX mixing system in an off-site ground storage tank for disinfection by-product reduction.

**Lakeway MUD Pumping Improvements,** Construction Cost: $1.33M, Completed: 2009, Earl Foster, Lakeway Municipal Utility District, 1097 Lohmans Crossing, Lakeway, TX 78734, 512 261-6222

We designed the expansion of two separate pumping stations as part of the capacity improvements necessary to serve the growing population in the Lakeway MUD service area. The existing high service pumps at the District's water treatment facility were replaced with new higher capacity pumps while keeping the plant on-line with at least two pumps available around the clock.

**Gainesville Northwest Distribution System Improvements,** Construction Cost: $12M, Completed: 2013, Ron Sellman, City of Gainesville, 601 IH35 Frontage Road, Gainesville, TX, 940-668-4540

To more effectively deliver water from the surface water treatment plant to the distribution system, and to improve fire flow at the Gainesville airport, we designed approximately seven miles of 12, 16, and 20-inch diameter water lines in TxDOT right-of-way and private easements. The alignment included several creek and road crossings. The project also included a pressure reducing valve station on the line going into the lower pressure plane.

## WASTEWATER

**City of Waco Central WWTP Facility Master Plan,** Construction Cost: $6.2M, Completed: 2018, Lisa Tyler, City of Waco, 324 Colcord Avenue, Waco, TX 76707, 254-750-8079

The facility master plan included the analyses of flow and organic loading, hydraulic capacity, liquid treatment, solids treatment, and condition assessment of the existing facilities. The co-digestion operation, among the most successful in the nation, will allow the plant to become nearly energy self-sufficient with the biogas produced on-site from biosolids and high strength industrial waste trucked directly to the plant.

**City of Lubbock Northwest Water Reclamation Plant,** Construction Cost: $53.7M, Completed: 2018, John Turpin, City of Lubbock, 1625 13th Street, Lubbock, TX 79401, 806-775-2342

Design for this greenfield plant included an evaluation of the collection system to locate and size the plant to prevent overloading downstream interceptors. Due to the discharge location, on the North Fork of the Double Mountain Fork of the Brazos River, and the City's desire to be able to use the effluent both as a potential drinking water source and to maintain the chain of Jim Bertram Lakes in the center of town, the effluent requirements included a total phosphorous limit of 0.1 mg/L. A membrane bioreactor (MBR) process was selected, making this plant one of the largest MBR plants in Texas, with a capacity of 3 mgd.

**City of Killeen Lift Station 23,** Construction Cost: $1.11M, 2016, Steve Kana, PE, City of Killeen, 805 W. Jasper Drive, Killeen, TX 76542, 254-501-7623

We evaluated options to accommodate growth near the Killeen Municipal Airport. This project increased the firm capacity

of Lift Station No. 23 from 0.7 to 2.5 mgd. The expansion was required to take place within the already constrained existing lift station property and no shut downs were permissible during construction. Our team developed a concept that included constructing a new lift station adjacent to the existing, with a hudraulic interconnect between wet wells. The lift stations pump to different locations, providing operational flexibility and including provisions for future capacity increases in the new lift station.

**City of Boerne Interceptors, Effluent and Reuse Lines,** Construction Cost: $3.6M, Completed: 2013, Mike Mann, City of Boerne, PO Box 1677, Boerne, TX 78006, 830-248-1538

Design and construction of over 15,000 LF of 12- to 54-inch diameter pipe allowed Boerne to decommission two lift stations, convey flow to a new wastewater treatment plant, transport treated flow back to a local stream to maintain flow during drought, and initiate the City's first reuse water system. Project challenges included limited easement width and construction access locations, extensive sewer depth, and environmental sensitivity.

**Williamson County Reclaimed Water Project,** Construction Cost: $8.7M, Completed 2015, Michael Thane, City of Round Rock, 221 E. Main St., Round Rock, TX 78664, 512-218-3236

We supported development of the City of Round Rock's reclaimed water system for over a decade, including a comprehensive reuse master plan, preliminary engineering for five phases of the system, and subsequent design of three phases. Design included filtration, disinfection, ground storage, and pumping facilities at the BWWTP; 9,000 LF of pipelines; and a 1.25-MG composite style elevated tank. All five phases were constructed through the Bureau of Reclamation's Federal Title XVI grant program.

**Experience in Midland**

| Wastewater Design Projects |
|---|
| WPCP Headworks and Digester Rehabilitation |
| WPCP Power Supply Replacement |
| WPCP Primary Treatment Rehabilitation |
| WPCP Secondary Improvements Owner's Representative |
| WPCP Resident Project Representative |
| Spraberry and Plant Farm Rehabilitation |
| Midway Lift Station |
| Manhole Rehabilitation |
| Wastewater Engineering On-Call Contract |
| Wastewater Model |
| **Permitting and Permit Compliance** |
| WPCP 210 Authorization |
| WPCP TPDES Discharge Permit |
| 2016-2019 Groundwater Monitoring Reports |
| 2017-2020 Permitting Compliance Support |
| **Water Projects** |
| Paul Davis Wellfield Pump Station Improvements |

# 6. Firm's Staff Availability and Proximity to Midland, Texas

# FIRM'S STAFF AVAILABILITY AND PROXIMITY TO MIDLAND, TX

## Assessment of Present Workload

This project will be led from our Central Texas operation. **The Central Texas area has nearly 300 staff working on more than 450 active contracts, ranging in value from a few thousand dollars to more than $16 million.** We understand that the most crucial aspect of successful project execution is the assignment and coordination of resources needed to complete tasks correctly, on schedule and budget.

The personnel shown in the organizational chart are available to work on assigned projects under this contract. They are dedicated to making assignments a priority and are committed to delivering quality projects that meet the City's budget and schedule requirements. If needed to meet technical and schedule requirements, additional resources are available to step in and assist. Our water and wastewater design group in Central Texas (Austin and San Antonio) includes 50+ individuals dedicated to providing planning, design, and construction management services for the phases and different types of municipal water and wastewater projects.

To help with managing staff availability, we have a work planning system which the project manager uses to schedule staff, as well as quality assurance/quality control (QA/QC) reviews, and client deliverables. This helps Albert identify which personnel are available in advance so that he can adjust staff as needed. Our project managers are backed by national experts from across the country who make sure they have adequate resources and reviewers to supply you with quality deliverables on time.

## Travel Times and Methods

Our Project Manager and key personnel are based in San Antonio and Austin. When a face-to-face meeting is needed, both offices are within a six-hour drive or three-hour flight to Midland. To maximize the value to the City, we will also try to arrange other meetings during our visits.

| | Time Commitments | |
|---|---|---|
| **Key Personnel** | **Current Projects** | **Availability to Midland** |
| Albert Rodriguez, PE | 50% | 50% |
| Shay Ralls Roalson, PE | 85% | 15% |
| Lance Ferland, PE | 85% | 15% |
| Greg Pierson, PE | 50% | 50% |
| Paula Jo Lemonds, PG, PE | 75% | 25% |
| Heather Lindner, PE | 70% | 30% |
| Cale Underberg, PE | 70% | 30% |
| Troy St. Tours, PE | 70% | 30% |
| Eric Evans, PhD | 70% | 30% |
| Paul Davila, PE | 70% | 30% |

# 7. Firm's Introduction of Sub-Consultants

## FIRM'S INTRODUCTION OF SUB-CONSULTANTS

At this time, we anticipate we will be able to perform the majority of the scope of services in-house. We regularly team with firms on successful projects throughout West Texas and will engage these firms on task order assignments as needed. We anticipate the need for sub-consultants for region-specific geotechnical investigations, surveying, subsurface utility engineering (SUE), and construction materials testing based on our experience with past assignments for the City.

*HDR's Central Texas Business Group has several experienced partners with whom we accomplish specific geotechnical investigations, surveying, and subsurface utility engineering tasks.*

# 8. Conflict of Interest Questionnaire

# 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.**

Not applicable.

**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.) Not applicable.

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

Not applicable.

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.**

Not applicable.

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.**

Not applicable.

**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). Not applicable.

**7** Signature of vendor doing business with the governmental entity

3/18/2020

Date

# 9. Legal Actions

## LEGAL ACTIONS

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable. We value the confidences of our clients as well as our contractual commitments to confidentiality and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this contract.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

*Midland Water Pollution Control Plant (WPCP)*

4401 West Gate Blvd.
Suite 400
Austin, TX 78745
**hdrinc.com**

We practice increased use of sustainable materials and reduction of material use.

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**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-04**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, JACOBS ENGINEERING GROUP, INC. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of

COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND**

**CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

| | |
|---|---|
| If to CITY: | City Manager's Office<br>P.O. Box 1152<br>Midland, Texas 79702 |
| If to COMPANY: | JACOBS ENGINEERING GROUP, INC.<br>1999 BRYAN STREET, SUITE 1200<br>DALLAS, TEXAS 75201 |

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration

of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

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

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 JACOBS ENGINEERING GROUP, INC., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| | | | |
|---|---|---|---|
| CITY OF MIDLAND, TEXAS | | | |
| "CITY" | | "COMPANY" | |
| BY: | | BY: | |
| NAME: | Courtney B. Sharp | NAME: | |
| TITLE: | City Manager | TITLE: | |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | |

# City of Midland

## Statement of Qualifications for On Call Engineering Services for the Utilities Department RFQ 20002430

Submitted to: Erika Martinez, Purchasing Manager, City of Midland, 300 N. Loraine, Midland, TX 79702

Date of Submittal: 3:00 PM on March 18, 2020

Jacobs

Challenging today.
Reinventing tomorrow.

# 1

# Letter of Interest

March 18, 2020

**City of Midland**
Erika Martinez, Purchasing Manager
300 N. Loraine
Midland, Texas 79702

**Subject:** RFP for On Call Engineering Services for the Utilities Dept, RFQ 20002430

The City of Midland has invited qualified firms to submit a letter of interest and statement of qualifications for professional services to assist the City's Utilities Department with engineering design and consulting services on an on-call basis on issues related to the City's Utility Department.

In selecting Jacobs as a Qualified Firm, Midland will receive the best Texas based management team coupled with our national and global expertise to provide best-value and innovative solutions - day in and day out - committed to meet your projects needs and deliver your projects within specified budget and on schedule.

Jacobs (formerly CH2M HILL Engineers, Inc) has a history of successful project execution, partnering with the City and Pioneer Natural Resource for the design and construction of the wastewater treatment plant improvements. Jason Curl, PE has successfully led this project and will continue as the Client Service Lead and your main point of contact for any Jacobs Assignment. Raj Mehta, PE is a Vice-President with Jacobs. He will serve as Principal-In-Charge and is authorized to contractually bind the company.

Our commitment to the highest level of service and our desire to continue our partnership with Midland is unwavering. Please feel free to contact Jason or Raj at your convenience. We are enthusiastic about the opportunity to continue to work with the City of Midland and look forward to working on future project assignments.

Sincerely,

**C. Raajan "Raj" Mehta, PE**
Principal-In-Charge

1999 Bryan Street, Ste. 1200
Dallas, Texas 75201
469.941.8917

**Jason Curl, PE**
Client Service Lead

9191 South Jamaica St.
Englewood, CO 80112 USA
720.286.5055

Jacobs acknowledges Addenda 1-6

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will the Required tabs count as a page?**

**A1. No.**

**Q2. Would the City allow SOQs to separate the requested information with titles of "Tab 1: Letter of Interest, Tab 2: Firm's Organizational Chart, Tab 3 etc." in a running document as opposed to physical tabs separating the sections?**

**A2. No.**

**Q3. To adequately address the 20 service categories listed in section 1.5 of the RFQ, would the City allow additional project experience to be included in the appendix? Perhaps limit to one page per service category?**

**A3. Yes**

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

*All other terms and conditions shall remain the same.*

Jacobs Engineering Group Inc.

Company Name

Bidder Authorized Signature

March 16, 2020

Date

Raj Mehta, PE

Please Print Above Name

469.941.8917

Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Is there an online portal that we can monitor for addendums and QA responses?**

**A1. The online portal where you can monitor bids are at https://www.midlandtexas.gov/bids.aspx and of course can always call the purchasing department at 432-685-7234 for additional information.**

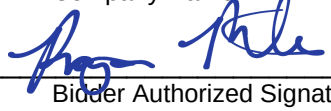
**Q2. Does the Conflict of Interest Questionnaire count towards the 12-page limit.**

**A2. No.**

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

*All other terms and conditions shall remain the same.*

Jacobs Engineering Group Inc.
Company Name



Bidder Authorized Signature

March 16, 2020
Date

Raj Mehta, PE
Please Print Above Name

469.941.8917
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Under 1.5 Services Required, one of the requirements is *Direct Supervision, inspection and construction materials testing of construction projects,* could you please clarify if this includes asbestos inspection?**

**A1. Services could include asbestos inspection if your firm provides those services. We are selecting up to six firms.**

**Q2. Under 1.5 Services Required, one of the requirements is *Technical support for legal and financial issues,* could you please clarify or expand on the type of support required? Could you please give an example?**

**A2. These services could include, project documentation, support, and review, expert testimonies, resolution, mitigation or litigation support as it relates to insurance claims or construction and engineering disputes.**

**Q3. Under 3.7.1 An assessment of the present workload at the office where this project will be accomplished, including the number of projects by size and on-site technical staff availability, could you please clarify What you mean by the number of projects by size? Does it mean construction cost size or project area size/LF/square ft?**

**A3. Size is typically given in cost.**

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

*All other terms and conditions shall remain the same.*

Jacobs Engineering Group Inc.
Company Name

Bidder Authorized Signature

March 16, 2020
Date

Raj Mehta, PE
Please Print Above Name

469.941.8917
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will category 9 (Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years) count against the 12 page limit?**

**A1. No.**

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

*All other terms and conditions shall remain the same.*

Jacobs Engineering Group Inc.
Company Name

Bidder Authorized Signature

March 16, 2020
Date

Raj Mehta, PE
Please Print Above Name

469.941.8917
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: March 5, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. When the City put out the on-call Engineering Services RFQ in 2015 they provided an addendum that stated: "*The response does not have to address each area of section 1.5 - only those areas that each company has expertise in. Points are not based on quantity of areas of expertise, only in each specific target area. Respondents are discouraged from "partnering" with other firms to cover each area of expertise.*"**

**Is it the City's intent to use the same criteria in this RFQ?**

**A1. Yes.**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| Jacobs Engineering Group Inc. | |
| Company Name | |
| Bidder Authorized Signature | March 16, 2020<br>Date |
| Raj Mehta, PE | 469.941.8917 |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: March 9, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Clarification of addendum #5. As per addendum #5, Respondents are discouraged from "partnering" with other firms to cover each area of expertise.". Could you please clarify if respondents still need to answer RFQ item 3.9 Service provider subconsultant project team?**

**A1. Strike the word "discouraged" from addendum #5. Respondents CAN, in fact, partner (use sub consultants). The intention of addendum #5 is to provide respondents with an understanding that they are not required to cover all items under section 1.5 SERVICES REQUIRED. If the primary firm is not capable of providing certain services, they will not be disqualified or have the omitted services counted against them during selection. If a respondent is using subs, then requirements under 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM should be addressed. If no subs are used this section is not applicable.**

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

*All other terms and conditions shall remain the same.*

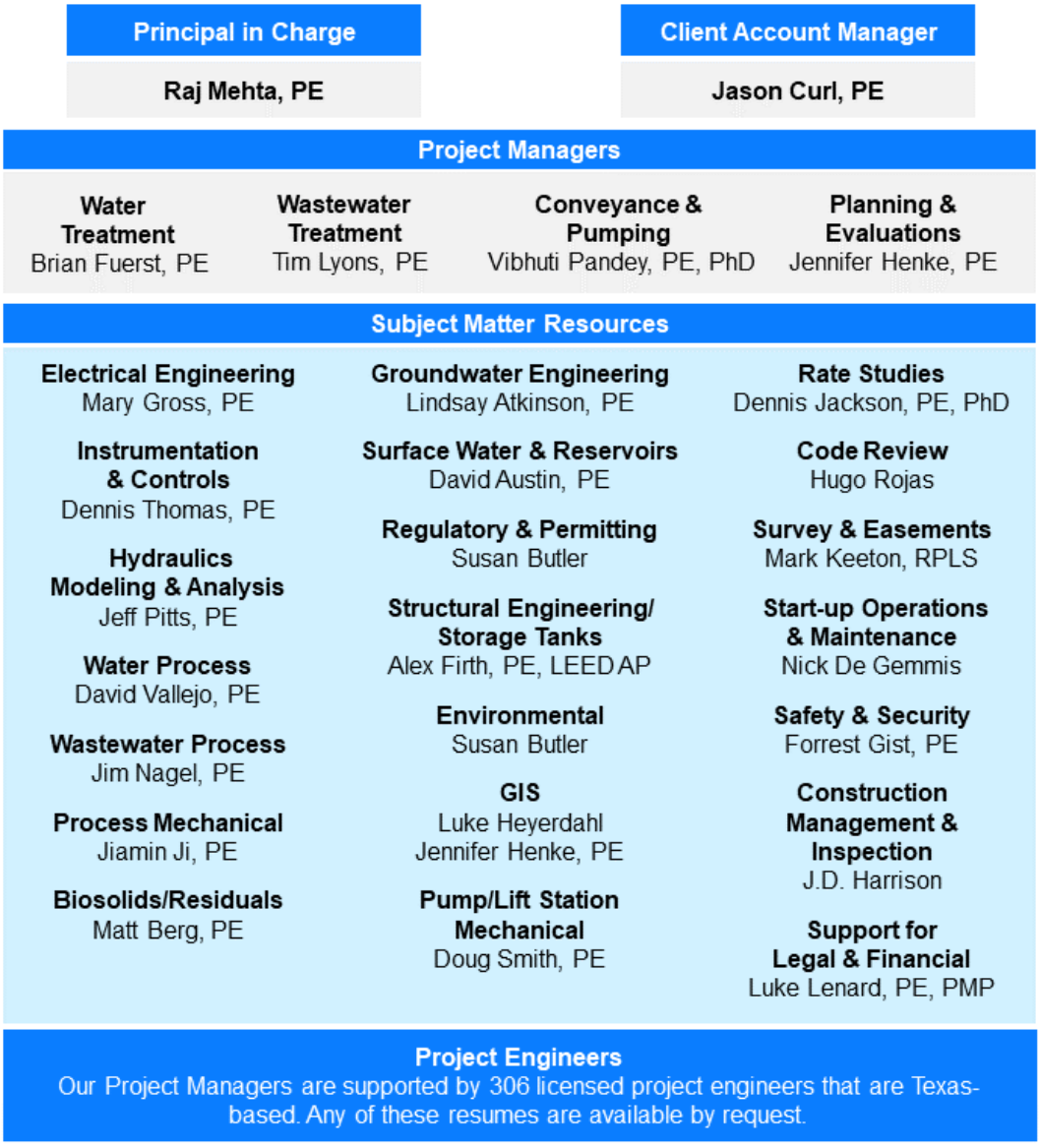
| | |
|---|---|
| Jacobs Engineering Group Inc. | |
| Company Name | |
| | March 16, 2020 |
| Bidder Authorized Signature | Date |
| Raj Mehta, PE | 469.941.8917 |
| Please Print Above Name | Phone |

# 2

# Organizational Chart

## 2. Firm's Organizational Chart

Our organizational structure, shown below, is driven through a single point of accountability with Raj Mehta, Principal-in-Charge and Jason Curl who will lead as Client Service Manager and will provide executive-level leadership to the City. We have assigned four project managers, all based in our Dallas office, who will serve as the Engineers-of-Record and are responsible for leading the various projects assigned by the City. They will align resources from Jacobs' large and diverse local technical resources to deliver specific scopes of work. Our project managers and technical support staff work across all disciplines, covering the project issues listed in your RFQ and with experience delivering services on a myriad of project types. In addition, a majority of our project managers have worked on many local projects including City projects, thereby bringing significant working knowledge of the City's facilities, processes, and resources.



# 3

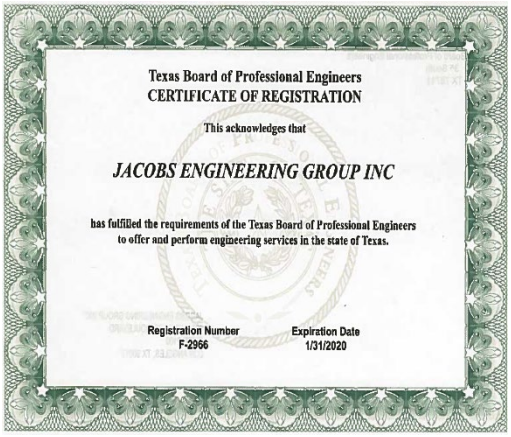
# Firm Qualifications

## 3. Firm's Qualifications

Founded in 1947, Jacobs Engineering Group Inc. has a 72-year history of growth and superior performance on public and private sector building programs in Texas and worldwide. We lead the global professional services sector delivering solutions for a more connected, sustainable world. With approximately $13 billion in revenue and a talent force of more than 51,000 employees located in more than 230 offices across the globe, Jacobs provides a full spectrum of services including scientific, technical, professional and construction- and program-management for business, industrial, commercial, government and infrastructure sectors.

### Summary of Staffing Capability

We have more than 2,800 staff in Texas, including more than 850 in our Dallas and Fort Worth offices, which allows us to immediately respond to any project need while applying industry best practices. Our headquarters is in Dallas, TX and will be principally responsible for the City of Midland program, with support provided by our regional Texas offices – Fort Worth, Austin, San Antonio, Houston, Texas City, Corpus Christi, and El Paso.


Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION

This acknowledges that

JACOBS ENGINEERING GROUP INC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas.

Registration Number F-2966

Expiration Date 1/31/2020

| | |
|---|---|
| **Principal / Contact person, phone number, fax number and email address:** | **C. Raajan "Raj" Mehta, PE**<br>Principal in Charge<br>Office: 469.941.8917 Mobile: 972.603.6653<br>Fax 214.638.0447 Email: raj.mehta@jacobs.com |
| **Address of office(s):** | 1999 Bryan Street, Suite 1200, Dallas, TX 75201 |

# 4

# Introduction to Team

## 4. Firm's Introduction of Project Manager and Team Leads

| Name/Role | Professional Registration | Years Exp. | Education |
|---|---|---|---|
| ***Raj Mehta, PE***<br>*Principal-in-Charge* | *PE: TX* | *27* | *MS, Civil Engineering*<br>*BS, Microbiology* |
| More than 25 years' experience in civil environmental design with an emphasis on pump station, pipeline and facility projects. Extensive knowledge in project scheduling and construction cost budgeting, feasibility studies, and construction management. Managed and designed more than $500M of constructed water infrastructure. | | | |
| ***Jason Curl, PE***<br>*Client Account Manager* | *PE: TX, CO* | *16* | *MS, Environmental Engineering;*<br>*BS, Civil & Environmental Engineering* |
| Project Manager with experience in planning, design, construction management, start-up and commissioning. Software Applications Global Technology Leader. Enables customized approach to using Replica & other software to drive consensus and improve system functionality. | | | |
| ***Brian Fuerst, PE***<br>*Project Manager* | *PE: TX* | *33* | *MS, Civil Engineering*<br>*BS, Civil Engineering* |
| Delivering studies, designs, and construction services for complex water treatment & supply projects. Specializes in process analysis of water systems and design of treatment facilities to meet future demands and regulatory requirements. | | | |
| ***Tim Lyons, PE***<br>*Project Manager* | *PE: TX* | *30* | *MS, Civil Engineering*<br>*BS, Civil Engineering* |
| Project management and design experience for water and wastewater treatment plant WWTP improvements including headworks, pumping stations, aeration basins, clarifiers, and solids processing facilities. Served as a project manager and design manager on relevant projects for various municipal clients across the state. | | | |
| ***Jennifer Henke, PE***<br>*Project Manager* | *PE: TX* | *20* | *MS, Civil Engineering*<br>*BS, Civil Engineering* |
| 20 years of experience designing various wastewater system elements with global expertise in hydraulic modeling & process design. Delivered more than 70 water and wastewater infrastructure system studies, delivering our clients a defensible and executable plan for project implementation and construction. | | | |
| ***Vibhuti Pandey, PE, PhD***<br>*Project Manager* | *PE: TX* | *14* | *MBA, Bus Admin; PhD, Agricultural & Biological Engineering (Water Res),*<br>*MS, Irrigation Engineering,*<br>*BS, Agricultural Engineering* |
| Specializes in conveyance and water resources, including hydraulic evaluation and design of wastewater systems, including trenchless pipe rehab design. | | | |

# 5

# Project & References

# 5. Firm's Projects and References

## Projects Similar in Nature to City of Midland

As demonstrated in the Project Experience and Staffing tables below, Jacobs has the experience to deliver projects with the specific issues listed in your RFQ. From feasibility studies, water planning studies, capital planning, all the way through detailed design and services during construction, our experience covers the breadth and depth of virtually any project that Midland may require.

| Type | Client / Project Name | Description |
|---|---|---|
| Water Distribution Systems | City of Stillwater, OK / Water 2040, Stillwater, OK | Designed 22 miles of transmission and distribution waterlines ranging from 6" to 42", three booster pump stations, and two elevated storage tanks. Cost: $92M |
| | Trinity River Authority (TRA) / Tarrant County Water Supply Plant Improvements, Tarrant County, TX | Designed improvements consisting of a new valve and valve vault for a 60" raw water pipeline and leak repairs at the Raw Water Pump Station. Cost: $1.66M |
| | Upper Trinity Regional Water District (UTRWD)/ Pipeline and Booster Station, Lewisville, TX | Design of 4,000 LF of 36" and 42" diameter pipe and in-line booster pump station. Cost: $4.65M |
| Sewage Collection Systems | TRA / Elm Fork Relief Interceptor Segments EF-R1/EF-R2 Design, Irving, TX | Design for the rehabilitation of 11,000 LF of 72" interceptors, new 96" fiberglass pipe, junction structures, 36" and 72" siphon crossing of the West Fork Trinity River. Cost: $16.65M |
| | North Texas Municipal Water District (NTMWD)/ Cottonwood Creek Outfall Sewer Improvements, Plano, TX | Design of rehabilitation of 10,000 LF of 21" and 24" clay sewer pipe using CIPP liner, installation of new manholes, rehabilitation of pipeline segments at aerial crossings, odor control during construction, and stream bank restoration at aerial or shallow pipe crossings. Cost: $2.69M |

| Type | Client / Project Name | Description |
|---|---|---|
| | City of Amarillo / Sanitary Sewer Replacement, Amarillo, TX | Condition assessment and final design of replacement of 8,420 LF of 30" sanitary sewer line. Cost: $10.65M |
| Water Treatment Process | North Texas Municipal Water District (NTMMD) Leonard Water Treatment Plant (WTP), Leonard, TX | Master planning efforts for a 280-MGD greenfield WTP and designed the first 70-MGD phase. Cost: $250M |
| | City of Sherman / Sherman Membrane Treatment Plant Upgrade, Sherman, TX | Design of a 10 MGD membrane water treatment plant utilizing a combination of microfiltration / ultrafiltration and reverse Cost: $23.8M |
| | City of Tulsa, Oklahoma / AB Jewell WTP Clarifier No. 1 Rehabilitation, Tulsa, OK | Designed plate settlers to increase the capacity of clarifier from 30 MGD to 40 MGD. Cost: $6.2M |
| Wastewater Plant Process | NTMWD / Rowlett Creek Raw Wastewater Treatment Plant, Peak Flow Management Improvement, Plano, TX | Design to increase the peak flow to 77.5-. Included new headworks, wet weather pump station, 17.5-MGD MBR facility and 20-MGD UV disinfection. Cost: $45M |
| | NTMWD / Rowlett Creek RWWTP Peak Flow Management Improvement, Plano, TX | Design to increase the peak flow to 77.5-. Included new headworks, wet weather pump station, 17.5-MGD MBR facility and 20-MGD UV disinfection. Cost: $45M |
| Pump Stations | City of Tulsa, OK / AB Jewell WTP Clarifier No. 1 Rehabilitation and High Service Pump Station, Tulsa, OK | Replacement of seven high service pumps (3-30 MGD and 3-20 MGD), two backwash pumps, addition of six variable frequency drives (VFDs). Cost: $6M |
| | City of Stillwater / Stillwater Range Pump Station and Tower, Stillwater, OK | Design of a 2,150 square foot booster pump station (1.2 MGD firm capacity) including three horizontal split case pumps (each 420 gpm @ 95 ft TDH, 20 hp) with adjustable frequency drives (AFDs). Cost: $5.3M |

| Type | Client / Project Name | Description |
|---|---|---|
| Raw Water Sources | NTMWD, Aquifer Storage Recovery (ASR) Demonstration Study, Fort Worth, TX | Feasibility assessment of using ASR for providing storage for treated wastewater as future potable water supply. Cost: N/A - Study Only |
| | Well J Drilling Project, City of Bastrop, TX | Designed 1500 gpm water supply well and monitoring well to produce groundwater from the Simsboro Formation. Cost: $275K |
| Regulatory Issues | NTMWD / Regional Wastewater Treatment Plant Siting Evaluation, Collin County, TX | Provided consulting on future wastewater treatment needs for growth projects within the general Upper East Fork Interceptor System service area for treating annual average daily flows beyond the combined planned treatment capacity of the regional Wilson Creek and Rowlett Creek plants for the discharge permit application. Constr. Cost: N/A |
| Environmental Safety, Security and Vulnerability | Las Cruces Utilities, Vulnerability Assessment, Las Cruces Utilities Department, Las Cruces, NM | Performed a VA of the water and wastewater systems, as well as update the ERP. Constr. Cost: N/A |
| | Vulnerability Assessment and Emergency Response Plan, Fort Collins, CO | Conducted a water system Vulnerability Assessment and developed an Emergency Response Plan for the City of Fort Collins water utility. Constr. Cost: N/A |
| Computer Models/GIS | NTMWD / Upper East Fork Interceptor System Evaluation Update 2015, Wylie, TX | Update of NTMWD's wastewater conveyance hydraulic model, InfoSWMM and development of system projections, combined with field inspections to develop a Capital Improvement Plan for the collection system. Constr. Cost: N/A |

| Type | Client / Project Name | Description |
|---|---|---|
| | TRA / Central Regional Wastewater System Master Plan, Grand Prairie, TX | Developed a dynamic whole plant hydraulic model in Replica™ and a whole plant process model in Sumo™ to reflect effluent phosphorus compliance, struvite mitigation, side stream nitrogen management, and biosolids dewaterability improvements. These tools were utilized during the planning process, and training of plant staff was included. Constr. Cost: N/A |
| Rate Studies | Southeastern Colorado Water Conservancy District / Financial Strategy, Sustainability, and Rate Study, Pueblo, CO | Prepared a Financial Strategy and Sustainability Study, forecasting the water system revenue requirements for a 10-year period, estimating the cost to provide service to SECWCD's two customer classes (Municipal and Industrial class, and Irrigation class), assessing irrigator payment capacity (ability-to-pay analysis) and developing a schedule of water rates and surcharges. Constr. Cost: N/A |
| Municipal Code | City of Stillwater, Water Service Commitment Evaluation, Stillwater, OK | Provided evaluation and recommendation required to increase the water utilities minimum water system pressure from 20 psi to 40 psi and increase the minimum fire flow standards. Constr. Cost: N/A |
| Surveying | Dallas Area Rapid Transit / Cottonbelt Railway, Dallas County, TX | Provided topographic surveying services to a 27-mile proposed corridor of railroad and utility right of way for the purposes of design and construction of a commuter rail. Const. Cost: N/A |
| Land / Easement Acquisition | Dallas Area Rapid Transit / Cottonbelt Railway, Dallas County, TX | Developed meets and bounds surveys for right of way and developed exhibits for both temporary and permanent easements. Const. Cost: N/A |

| Type | Client / Project Name | Description |
|---|---|---|
| Construction Supervision & Inspection | Dallas Water Utilities / Third Party CM Services for Elm Fork and Bachman Water Treatment Plants, and Walcrest Pump Station, Dallas, TX | Provided third party construction management services and specialty inspection to for capital improvements at the Elm Fork WTP, Bachman WTP, and Walcrest PS. Jacobs assisted DWU in managing construction projects in excess of $100M. Constr. Cost: N/A |
| Operations & Training Manuals | NTMWD / Wylie Water Treatment Facilities Operations Manuals, Wylie, TX | Developed and updated Operations Manuals for raw water pumping facilities at the Wylie Water Treatment Plant Campus (620 MGD), and raw water pumping stations and transmission systems at Lake Lavon and Lake Texoma (1,068 MGF) Cost: Constr. N/A |
| | Tarrant Regional Water District / IPL Operations Optimization, Fort Worth, TX | Evaluated operation of the existing water transmission system in conjunction with the new Integrated Pipeline project. Cost: N/A |
| Electrical | TRA / Central Regional Wastewater Facility Phase V Rehabilitation, Grand Prairie, TX | Modification of the existing 480V electrical site power system to provide power distribution to new floating mixers located in all twelve aeration basins. Constr. Cost: N/A |
| Compliance & Permitting | Fort Worth Water Department / Mary's Creek Water Reclamation Facility Permitting, Fort Worth, TX | Jacobs completed the solids handling portions of the plant's TPDES permit. Developed a conceptual design, site plan and cost estimate, and wrote the applicable permit application sections for the biosolids facilities. Constr. Cost: N/A |
| Financial / Legal Support | City of Oklahoma / Business and Systems Processes Review, Oklahoma, OK | Performed evaluation of utility system's operational, financial strategy, and billing systems. Final report included recommendations for organization and systems changes to increase efficiency while reducing annual costs. Constr. Cost: N/A |

References

| Name/Client | Title | Address | Phone | Email |
|---|---|---|---|---|
| Bill Millis, PE<br>City of Still Water | Water Utilities Director | 723 S. Lewis<br>Stillwater, OK 74076 | 405.742.8325 | wmillis@stillwater.org |
| Tania Ho, PE<br>Trinity River Authority of Texas | Assistant Manager | 5300 S. Collins<br>Arlington, TX 76004 | 817.493.5133 | hotm@trinityra.org |
| Kurt Staller, PE<br>Upper Uper Trinity Reginal Water District | Assistant Director of Engineering and Construction | 900 North Kealy Street<br>PO Box 305<br>Lewisville, TX 76067 | 972.219.1228 | kstaller@utrwd.com |
| Matt Jalbert, PE<br>Trinity River Authority of Texas | Manager, Eng Serv, Planning, Design and Constr Admin | 5300 S. Collins<br>Arlington, TX 76004 | 817.493.5103 | Jalbertm@trinityra.org |
| Aliza Caraballo, PE<br>North Texas Municipal Water District | Project Manager | 505 E. Brown St.<br>Wylie TX 75098 | 972.442.5405 | acaraballo@ntmwd.com |
| Anthony Wilkins, PE<br>City of Tulsa | Sr. Special Project Engineer | 175 East 2nd Street<br>Tulsa, OK 74103 | 918.596.2412 | awilkins@cityoftulsa.org |
| Adrienne Widmer<br>City of Las Cruces | Water Administrator | 700 N Main<br>Las Cruces, NM 88001 | 575.528.3514 | awidmer@las-cruces.org |
| Mark Kempton<br>City of Fort Collins | Director of Plant Operations | 4316 Laporte Avenue<br>Fort Collins, CO 80521 | 970.221.6692 | mkempton@fcgov.com |

# 6

# Staff Availability

## 6. Firm's Staff Availability / Proximity to Midland

| Key Staff | Current Workload | Availability | Office Location |
|---|---|---|---|
| **Raj Mehta PE** *Principal-In-Charge* | • Client Account Manager<br>• QA/QC: Blower Replacement, Dallas Water Utilities | 20% | Dallas, TX |
| **Jason Curl, PE** *Client Account Manger* | • Engineering Manager, Midland WPCP Secondary Upgrades<br>• Process Lead, Farmington WTP Design | 50% | Denver, CO |
| **Brian Fuerst, PE** *Water Treatment PM* | • Project Manager, Leonard Water Treatment Plant, North Texas Municipal Water District<br>• Project Manager, Sherman Water Treatment Plan, City of Sherman | 80% | Dallas, TX |
| **Vibhuti Pandey, PE, PhD** *Conveyance & Pumping, PM* | • Project Manager, Hillside Sewer Replacement, City of Amarillo<br>• Project Manager, EF R1/R2 Rehabilitation, Trinity River Authority | 80% | Dallas, TX |
| **Tim Lyons, PE** *Wastewater Treatment, PM* | • Design Manager: Aeration Replacement, Digester Mixing, Boiler Upgrades, City of Amarillo<br>• Design Manager: Walnut Creek Wastewater Treatment Plant Secondary Process Improvements, City of Austin | 80% | Dallas, TX |
| **Jennifer Henke, PE** *Planning & Evaluations, PM* | • Project Manager: Aeration Replacement, Digester Mixing, Boiler Upgrades, City of Amarillo<br>• QA/QC: CMOM Phase 2 Capacity Assessment, North Texas Municipal Water District | 80% | Dallas, TX |

## Workload at DFW Offices

Your projects will be managed out of our DFW offices; however, we have deep resources throughout Texas who can deploy to Midland within 1-2 days' notice. Current projects being managed out of our DFW office include the following:

| Projects Managed out of Jacobs' DFW Offices | # of Staff Assigned | Date of Completion |
|---|---|---|
| Central Plant Blower Improvements Design | 5 | May 2020 |
| Elm Fork R1/R2 Rehabilitation, Trinity River Authority Construction Services | 2 | Novemer 2020 |
| O&M for Tawakoni and Bonham Plants | 2 | January 2021 |
| CMOM Phase 2 Capacity Assessment, North Texas Municipal Water District | 4 | June 2021 |
| Leonard Water Treatment Plant, North Texas Municipal Water District Construction Services | 2 | May 2022 |

## On-site Technical Services Available

| Relevant Staff | DFW | Texas | Denver | Jacobs |
|---|---|---|---|---|
| Architects | 62 | 97 | 29 | 783 |
| Civil Engineer | 47 | 113 | 35 | 3,125 |
| Commissioning | 19 | 19 | | 134 |
| Construction Manager | 13 | 46 | 18 | 1,182 |
| Cost Engineer/Estimator | 16 | 18 | 19 | 427 |
| Electrical Engineer | 25 | 44 | 13 | 1,294 |
| Land Surveyor | 24 | 25 | 16 | 183 |
| Mechanical Engineer | 46 | 66 | 14 | 1,593 |
| Planner: Urban/Regional | 12 | 12 | 9 | 720 |
| Program Manager | 11 | 26 | 30 | 465 |
| Project Controls | 68 | 87 | 28 | 764 |
| Project Manager | 43 | 130 | 108 | 3,656 |
| QA/QC Specialist | 25 | 27 | 2 | 784 |
| Structural Engineer | 18 | 37 | 30 | 1,382 |
| Water Resources Engineer | 6 | 8 | 21 | 699 |

## Travel to City of Midland Utility Facilities

Jacobs provides services throughout the State of Texas and utilizing managers and technical staff based around the entire country. Our highly specialized staff, level of service and commitment to clients is what has led to repeat assignments in locations such as Amarillo and San Angelo.

Midland is located 330 miles from our Dallas headquarters and is accessible by air travel from Love Field (one-hour flight time) and by car (4-5-hour drive time). Our staff can be on-site within 24 hours of request and in cases of extreme need, on the same day. Midland can be confident of our ability to provide the "personal touch" to all assignments.

# 7 Subconsultants

## 7. Firms Introduction of Sub Consultants

N/A

# 8

# Conflict of Interest Questionaire

# 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.**

Jacobs Engineering Group Inc. - No business relationship or conflicts to report.

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

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

N/A

Name of Officer

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

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

N/A ☐ Yes ☐ No

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

N/A ☐ Yes ☐ No

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

N/A

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

**7**

Signature of vendor doing business with the governmental entity

March 16, 2020

Date

# 9

# Legal Actions

## 9. Previous Legal Actions

The Jacobs organization has a talent force of more than 50,000, approximately $13 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate. From time to time and in the ordinary course of its business, the Company is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is the Company's practice to defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on the Company's consolidated financial statements.

# Appendix - Resumes

## C. Raajan "Raj" Mehta, PE | Principal-in-Charge

### Education

MS, Civil Engineering, University of Texas at Austin

BS, Civil Engineering, University of Texas at Austin

### Registrations

Professional Engineer: TX

### Memberships and Affiliations

Member, Construction Management Association of America (CMAA)

### Experience Summary

Raj has more than 25 years of experience in civil and environmental design with an emphasis on pump station, pipeline, and treatment facility projects. He has extensive knowledge in project scheduling and construction cost budgeting, feasibility studies, production of design drawings, specifications, and construction management. He has served as the Engineer of Record for pump station and water plant projects with a total construction value of more than $500M.

### Select Relevant Project Experience

**Trinity River Authority (TRA), Condition Assessment & Design for Elm Fork Relief Interceptor (EF-R3) Section 1C, Irving, TX.** **Project Manager.** CCTV was used to evaluate the physical condition of the pipeline. Investigated and developed budget costs for three rehabilitation alternatives: 1) in-situ rehabilitation 2) replacement of 8,600 LF of pipe and use of CIPP for 4,300 LF, and 3) total replacement of the pipeline. The scope of work included a capacity analysis for flows projected through the year 2060.

**Dallas Water Utilities (DWU), Contract No. 7 Improvements, Bachman Water Treatment Plant, Dallas, TX.** **Project Manager.** Project Manager for civil improvements related to the repurposing of an existing chemical building to the administration and control building as well as the repurposing of a abandoned pump station to the new maintenance building.

**Fort Worth Water Department, Engineering Services Contract, Fort Worth, TX.** **Principal in Charge and Project Manager.** $1.5M task order services contract. Executed multiple concurrent task orders for services such as: regulatory review and permit application preparation, emergency repair of process piping at wastewater facility, completion of evaluations for expansion and improvements of biosolids storage and processing, evaluation of repurposing of existing water plant structures as office and administration space, design of plant water systems improvements.

**TRA, Vulnerability Assessments, Tarranty County, TX.** **Project Manager.** Developed vulnerability assessments for two wastewater facilities owned and operated by the Authority, as required under the Department of Homeland Security Bioterrorism Preparedness and Response Act (Bioterrorism Act) of 2002. Utilized the EPA approved VSAT (Vulnerability Self-Assessment Tool) Software Database to

identify critical assets, potential threats to those assets, evaluate effectiveness of existing countermeasures and security features and recommendations.

**DWU, Eastside Water Treatment Simulation Facility, Dallas, TX.** **Project Manager.** Managed and designed the process, mechanical and site civil components of a water treatment research facility. Also, provided the hydraulic and process design for this small scale plant that included ozonation, chemical addition, mixing, high-rate flocculation and filtration.

**TRA, Emergency Response Plans, Tarrant County, TX.** **Project Manager/Project Engineer.** Developed emergency response plans as required under the EPA-mandated Risk Management Plan for two wastewater treatment facilities owned and operated by the Authority. Utilized the EPA approved VSAT Software Database to generate Emergency Response Plans for various naturally occurring threats such as tornados and severe weather, catastrophic power loss, disease pandemics, fire and winter storms.

**DWU, East Side Water Treatment Plant Expansion to 540 MGD, Part A Headworks and Chemical Improvements, Dallas, TX.** **Project Manager & Engineer of Record.** This project consisted of the detailed design of over 4000 LF of underground utilities that included chemical piping, plant water, plant drains, 84-inch diameter ozonated water pipe and electrical duct banks for this project. Assisted the Prime Consultant with construction phasing.

**TRA, Risk Management Plan, TX.** **Project Manager.** Improvements included 8,000 SY of pavement that encompassed ADA accessible sidewalks, parking and barrier free ramps. Performed a hazard review of chlorine and ammonia processes as part of the EPA-mandated Risk Management Plan. The review included field evaluation of both processes.

## Education

MS, Environmental Engineering, University of Illinois at Urbana-Champaign

BS, Civil and Environmental Engineering, University of Illinois at Urbana-Champaign

## Registrations

Professional Engineer: CO, TX

## Memberships and Affiliations

Vice-Chair of the American Water Works Association Reuse Committee

American Water Works Association (AWWA)

## Jason M. Curl, PE | Client Service Lead

### Experience Summary

Jason has more than 15 years of experience in the water market and is familiar to the City of Midland. He is our Global Technology Leader for Software Applications, leading a team of engineers who develop software that enhances analysis and delivery of solutions to our client's most challenging projects. Jason has a wide variety of process engineering experience on water treatment, membrane technologies, and reuse projects as well as implementation of software to solve client challenges.

### Select Relevant Project Experience

**City of Midland, Midland Water Pollution Control Plant, TX. Engineering Manager.** Managed all engineering tasks for the preliminary scoping and design for secondary treatment, sludge digestion, and dewatering upgrades to an existing water pollution control plant. The project is a $135M design-build project to allow for a 15-mgd water supply to a private industrial user. The work included schematic design and development of construction documents to support both construction and development of an engineer's opinion of cost. Work was conducted to allow all stakeholders to contribute to the design review including the City of Midland, the city's representative engineer, and the industrial user.

**Denver Water, Northwater Treatment Plant, Denver, CO. Preliminary Design Facility Lead.** Preliminary design facility lead on a 150 mgd, $50M deep bed granular media filtration and UV disinfection facility for a green-field water treatment plant. The filter facility was designed to integrate UV disinfection coupled to each of the 14 filters. The media configuration consisted of 6 feet of anthracite over 1 foot of sand. Responsibilities also included senior QC of a hydraulics, controls, and water quality dynamic simulation model for the entire WTP. A runtime version of the dynamic simulation model was submitted for client review and use.

**Confidential Petrochemical Client Service Water Treatment Project, TX. Treatment Process Lead.** Lead process engineer for a $120M FELs and FEL3 design project that includes raw water pumping, pipelines, and a 23-mgd service water treatment facility at a chemical plant. The treatment facility used flocculation and sedimentation processes followed by membrane filtration to meet client water quality specifications. Solids handling design included

gravity thickening and solids dewatering ponds. Lead process design with multiple facility leads in two offices as design progressed.

**Facility Upgrade Performance Modeling Project, North Texas Municipal Water District, TX. Process Modeling Lead.** Lead developer of process model for 280 mgd conventional WTP, using Jacobs' SOURCE™ model. The project included investigation of the impacts of the introduction of a new water supply and the addition of ozone treatment to the WTP. The model was operated on 1 minute timesteps to evaluate blending of waters over time and effects of loss of water supply to plant performance.

**City of San Diego, Pure Water Facility, San Diego, CA. Process QC Lead.** Process QC lead on a 34 mgd, $303M potable reuse advanced water treatment plant. Process QC roll was in support of the facility final design of facilities being completed by another consultant. Jacobs will deliver a Replica™ dynamic simulation model of the entire treatment facility including hydraulics, controls, and process performance. Process QC lead also included oversight and guidance for the development and application of the dynamic simulation model on the Pure Water Facility.

**Anne Arundel County, Reclaimed Water Aquifer Recharge Study, MD. Treatment Process Lead.** Process lead for a feasibility study to investigate treatment options for Annapolis, Broadneck, Cox Creek, and Patuxent wastewater treatment facilities to allow for groundwater injection for indirect potable reuse. Evaluated for regional facilities with a total treatment capacity of over 40 mgd and more than $400M of capital costs for treatment alone. Treatment technologies investigated included clarification, ozone, biologically active carbon filtration, granular activated carbon adsorption, and UV disinfection.

**Colorado Springs Utilities, Fountain Valley WTP Facility Plan, Colorado Springs, CO. Treatment Process Lead**. Treatment Process Lead on the facility plan for a 20 mgd drinking water treatment plant. Evaluated the ability of the existing WTP to meet current and future system demands and regulations. Reviewed treatment process capabilities and made recommendations for appropriate capital improvements for the next 20 years to provide a robust treatment facility that provides high-quality drinking water. Lead multiple client workshops to evaluate treatment approaches for removing TOC from the water supply.

## Education

MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, University of Missouri

## Registrations

Professional Engineer: TX, AR

## Memberships and Affiliations

American Water Works Association

Water Environment Federation

## Brian Fuerst, PE | Project Manager, Water Treatment

### Experience Summary

With more than 33 years of experience, Brian has participated in numerous studies, designs, and construction services for a variety of water projects involving conventional and advanced water treatment processes. He has specialized in the process analysis of water systems and the design of treatment facilities to meet future demands and regulatory requirements

### Select Relevant Project Experience

**North Texas Municipal Water District (NTMWD), Development of Six Operations Manuals for the Complex, Wylie, TX.** **Project Manager.**
Developed a separate manual for each of the 4 WTPs that make up the complex plus one for the raw water pump stations and one for the finished water clearwells and pump stations. Manuals included a process overview, design criteria, control description, process control modes, startup procedures, routine operation, shutdown procedures, troubleshooting, and emergency response for each of the process and chemical systems.

**NTMWD, Evaluation of Clearwell Capacity and Hydraulics, Wylie, TX.** **Project Manager**.
Examined clearwell capacity at each plant and for the combined complex. Evaluated capacity, hydraulic constraints, current and future demands, and clearwell locations and compared them to regulatory and operational requirements to determine if more clearwell capacity is required and if so, where on the plant site the new capacity should be located and when it will be needed.

**NTMWD, Flow Metering Evaluation, Wylie, TX.**
**Project Manager.** Evaluated the current location, type, condition, and effectiveness of all chemical and process flow meters currently on site and identified where additional flow meters are required to meet regulations or for process control. Provided recommendations and priorities for replacement of any deficient existing meters. Designed vaults and controls associated with the new and replaced meters to allow flow pacing of all chemical systems at the four plants.

**NTMWD, Process Optimization Evaluation, Wylie, TX.** **Project Manager.** Evaluated the current enhanced coagulation process at the Wylie WTP complex. Reviewed plant operating data and conducted bench scale testing and jar testing to determine the effectiveness of current operations and where it could be improved. Performed cost evaluations showing the impact of various operating scenarios. Evaluated performance based on finished water turbidity, total organic carbon removal, and disinfection by-product formation.

**NTMWD, General Optimization Program Criteria Evaluation, Wylie, TX.** **Project Manager.** Evaluated general optimization parameters (such as chemical storage and feed points, labeling, secondary containment, process controls and alarms, life safety equipment, and flow split effectiveness) process performance, and non-process procedures (such as staffing, maintenance, and sampling/monitoring) to determine if the complex is in compliance with criteria developed by the American Water Works Association's Partnership for Safe Water and the Texas Commission on Environmental Quality's Texas Optimization Program. Developed recommendations for improvements.

**NTMWD, SOURCE Model Development, Wylie, TX.** **Project Manager.** Developed a dynamic simulation model of one of the four WTPs within the complex to allow operators to model the impact of changing raw water conditions or changing chemical dosages on the finished water quality. Also modeled the impact of different blends of raw water from multiple sources and predicted necessary treatment changes.

**NTMWD, Clearwell and Flow Meter Design, Wylie, TX.** **Project Manager.** Designed flow metering improvements recommended in the previous studies including vaults and installation of the meters and instrumentation and control for integration with plant supervisory control and data acquisition (SCADA) system for flow pacing of chemicals throughout all plants. Also included the design of a new 7.1M -gallon cast-in-place concrete clearwell.

## Education

MBA, Executive Masters in Business Administration, Texas Tech University

PhD, Agricultural and Biological Engineering (Water Resources), University of Florida

MS, Irrigation Engineering, Utah State University

BS, Agricultural Engineering, University of Allahabad

## Registrations

Professional Engineer: TX

## Vibhuti Pandey, PhD, PE | Project Manager, Conveyance & Pumping

### Experience Summary

Vibhuti manages our North Texas Conveyance and Water Resources staff and projects. His experience includes design of pipelines, condition assessment, and hydrologic and hydraulic evaluations and designs of stormwater system. He also has extensive experience using GIS as a design tool. Vibhuti has a proven track record with other City Municipalities

### Select Relevant Project Experience

**City of Amarillo, Hillside Terrace Estates Interceptor Project, Amarillo, TX. Project Engineer.** Evaluated the failure of a deep 8-year old 8,500LF of 30-inch VCP Gravity Sewer pipeline. Performed condition assessment review and alternative analysis towards preliminary design. The project was designed and bid into two phases. The first phase included replacement of 2,860LF of existing 30-inch VCP sewer. This phase required detailed coordination with Xcel Energy for various electrical conflicts. The Base Bid scope includes design of 5,629LF of new 30-inch fiberglass-reinforced replacement pipe. Work also includes removing, salvaging, and/or replacing existing manholes, new manholes, lateral connections, pavement replacement and surface restoration, bypass pumping, and existing pipe and manhole abandonment. Construction methods are open cut, trenchless Microtunnel, and trenchless Pilot Tube Auger Bore. The design of Alternate Bid includes installation of approximately 8,462LF of new 30-inch fiberglass-reinforced replacement pipe. Construction methods for these options are also open cut, Microtunnel, and Pilot Tube Auger Bore. In addition to the sewer replacement design, Alternate Bid also includes relocation of approximately 1,885LF of 8-inch PVC water main.

**City of Fort Worth, Stormwater Management Division, Transportation/Public Works Department, TX. Project Manager.** Managed a $4.5M IDIQ project management staff augmentation contract with City of Fort Worth. In this role, I managed a team of 5 engineers and 2 administrative assistants. I also worked as a City Project Manager on 15 CIP projects for the Stormwater Division of the City of Ft. Worth. Managed $2M in design fee and $15M in construction cost. Tasks that I performed included (but not limited to): (a) Assist in Procurement of Design Consultants (b) Negotiate

Engineering Services Scope/Fee (c) Manage Project Design Process (d) Setting up project budget, schedule and funding appropriations (e) Provide technical feedback and QC on study reports and engineering plans; (f) Manage Right of Way Acquisition Process (g) Manage Utility Relocation Process (h) Manage Project Construction Process (i) Close Project (j) Provide Project Administrative Support (k) Facilitated FEMA and USACE permitting process.

**DWU, Contaminant Warning System Project, Dallas, TX.** **Staff Engineer.** Provided engineering support to the City of Dallas Contaminant Warning System by assisting in developing a framework for DWU to use multiple data sets to alert of potential contamination in distribution systems.

**DWU, Lake Ray Hubbard Indirect Recycled Water Phase I Flows Transfer Project, Dallas, TX.** **Staff Engineer.** Provided engineering support on a conveyance project that will provide DWU a reliable additional water supply of approximately 60 million gal per day (MGD) from the Trinity River for future water supply uses. The project will also provide North Texas Municipal Water District (NTMWD) an additional water supply of approximately 30 MGD to its Constructed Wetlands Project.

**Tra Elm Fork Relief Interceptor EF-R1/EF-R2 Rehabilitation Project, Arlington, TX.** **Project Engineer.** Design and evaluation of rehabilitation technologies of twin-72” diameter gravity sewer interceptors.

**TRA, Red Oak Creek Interceptor Project, Arlington, TX.** **Project Engineer.** Evaluation of 17,000LF of 27-inch RCP/VCP Gravity Sewer pipeline.

## Education

MS, Civil Engineering, University of Nebraska

BS, Civil Engineering, University of Nebraska

## Registrations

Professional Engineer: TX, MO, KS

## Timothy (Tim) Lyons, PE | Project Manager, Wastewater Treatment

### Experience Summary

Tim has 30 years of project management and design experience for water and wastewater treatment plant improvements including headworks, pumping stations, aeration basins, clarifiers, and solids processing facilities. He has served as a project manager and design manager on relevant projects for Amarillo, TRA, UTRWD, DWU and other municipal clients across the state.

### Select Relevant Project Experience

**City of Amarillo, River Road Water Reclamation Facility, Amarillo, TX.** **Design Manager & Process Mechanical Lead**. Involved three design, construction services, and startup/commissioning projects. Replaced three primary clarifier mechanisms, including center column, drives, feedwell, scrappers, walkways, and scum beaches. Process piping improvements with vaults and slide gates. Replaced three secondary clarifiers and associated influent slide gates. Designed new scum pump stations and new mixing systems for the two anaerobic digesters, replacing the aeration systems in five aeration basins, adding a boiler for sludge heating purposes.

**City of Austin, Walnut Creek Wastewater Treatment Plant Secondary Process Improvements, Austin, TX.** **Design Manager & Process Mechanical Lead.** Evaluated and designed improvements to the Activated Sludge Complex (ASC) (aeration basins, secondary clarifiers, and chlorine contact basins). Condition assessment to evaluate the need for repair or replacement of the ASC assets, including air piping, diffusers, waste and return activated sludge pumps, valves and operators, E&C infrastructure, and structural improvements as well as new stormwater piping, parking lot and cart path upgrades, new signage, and site accessibility improvements.

**TRA, Sustainable Wastewater Infrastructure of the Future Aeration Blower Replacement, Grand Prairie, TX.** **Design Manager, Lead Process Engineer.** This fast-track project was to install a 600 HP blower in Blower Building No. 1 at CRWS. The blower was pre-purchased to speedup delivery. Led a team that included all disciplines. Participated in the construction and startup/commissioning phases

including factory witness tests on the blower and soft-start drive.

**City of Houston, Beltway Wastewater Treatment Plant Improvements, Houston, TX. Design Manager.** Improvements included replacement of five influent lift pumps and associated piping; grit handling system; chlorine contact basins including a new junction structure with mix area; polymer feed and flow measurement for belt press dewatering, and modifications to existing aerobic digester for operation in series with another digester.

**TRA, Phase V Aeration Basin Rehabilitation Project, Central Regional Wastewater System (CRWS). Design Manager.** Design Manager for improvements to the aeration basins to incorporate Biological Nutrient Removal (BNR) into the treatment process at the CRWS. Led a multi-discipline team of engineers including subconsultant JQI to design these improvements. Participated in the construction phase for submittal reviews.

## Education

MS, Civil Engineering, University of Texas at Austin

BS, Civil Engineering, University of Texas at Austin

## Registrations

Professional Engineer: TX

## Jennifer Henke, PE | Project Manager, Planning & Evaluation

## Experience Summary

Jennifer brings 23 years of experience in the field of civil engineering, with experience designing various water system elements. She also brings global expertise in hydraulic modeling and process design. Jennifer has led teams across the US and world on the delivery of more than 70 water and wastewater infrastructure system studies, delivering our clients a defensible and executable plan for project implementation and construction. Jennifer also brings a thorough understanding of system operation for reliability and water quality and develops scenarios that capture all potential operating conditions to develop operations guidelines prior to the design and construction of projects.

## Select Relevant Project Experience

**City of Amarillo, River Road Primary Clarifier and Stormwater Basin Rehabilitation, Amarillo, TX.** **Project Manager.** Jennifer led the design for the replacement of the primary clarifier mechanisms and the selection of the liner for the stormwater basin rehabilitation. Jennifer also performed services during construction for both of these projects.

**City of Amarillo, River Road Secondary Clarifier Rehabilitation, Amarillo, TX.** **Project Manager.** Jennifer led the team that completed the design for the replacement of the secondary clarifier mechanisms, new scum pump stations, and influent gate replacement. Jennifer supported the services during construction, performing periodic site visits and reviewing submittals and responding to RFIs.

**City of Amarillo, River Road Aeration System Rehabilitation, Digester Mixing, and Boiler Addition, Amarillo, TX.** **Project Manager.** Jacobs is performing design for improvements to increase efficiency and replace aging equipment at the River Road WRF. Jennifer is leading the design team for these three projects that are currently at 60 percent design. Jacobs will also provide services during construction after the projects enter construction.

**Tarrant Regional Water District (TRWD), Water Transmission System Operations Optimization and Maintenance Plan (O&M Plan), Fort Worth, TX.** **Modeling Lead.** Jacobs developed a hydraulic model of the TRWD's transmission system that conveys water over 100

miles from water supply reservoirs in East Texas to delivery points in Tarrant County. One of the goals of the O&M Plan is to identify the optimal operating scenarios for the series of pump stations and reservoirs to efficiently deliver the required flows to the wholesale customers supplied by TRWD. Jennifer is leading the effort to review and validate the existing TRWD hydraulic model that consists of a series of pipelines, water storage tanks, and pump stations.

**TRA, Central Regional Wastewater System (CRWS) Phase V Aeration Basin Rehabilitation Project, Grand Prairie, TX.** **Project Manager.** Jacobs designed improvements to the aeration basins to incorporate BNR into the treatment process. As part of the design, Jacobs simulated the process and has led evaluation and performance of each phase of basin construction to define and document basin performance, tuning parameters, and optimal setpoints for ammonia-based aeration control (ABAC).

**TRA, Central Regional Wastewater System (CRWS) Treatment Plant Master Plan and Modeling Project, Grand Prairie, TX.** **Project Manager.** Jennifer led the technical evaluations for the master plan in developing full CRWS plant dynamic models for process evaluation and hydraulic capacity using the Replica model. The model was developed with significant engagement and input from TRA staff so that can apply the model for use in evaluating various operating scenarios and the associated hydraulic impacts. Jacobs conducted a series of training sessions with TRA and developed real world “homework” problems for TRA staff to run and apply the model.

**Stillwater Southwest Zone Water Distribution Improvements, Stillwater, OK.** **Hydraulic Modeling Lead.** Jennifer led the hydraulic modeling efforts for the project, which includes 22 miles of transmission and distribution waterlines ranging from 6 to 42 inches, three booster pump stations, two elevated storage tanks, and upgrades to the water treatment plant. The modeling task identified the CIPs necessary for the utility to develop the new service zone.

## Education

BS, Electrical Engineering, New Mexico State University

## Registrations

Professional Engineer: CO, NE, WY, TX, UT, KS

## Mary J Gross, PE | Electrical Engineering

### Experience Summary

Mary is a project manager and fellow engineer in our Electrical Engineering discipline. Her project work with the firm includes studies and design for facilities and electric utilities. Her facilities design experience includes electrical design for institutional, industrial, and commercial facilities. Her electrical design responsibilities include lighting, low and medium voltage power distribution, process, and instrumentation and control (I&C) systems for both new facilities and the modification or expansion of existing facilities. Other responsibilities include electrical system studies to evaluate fault current, load, voltage drop, and existing system condition. Typical facilities projects include coordination with electric utilities to provide or upgrade service to the facility.

### Select Relevant Project Experience

**City of Midland and Pioneer Water, Midland WPCP Secondary Treatment Upgrades, Midland, TX**, **Wastewater Treatment Plant Designer**. The project includes converting secondary metering to primary metering and designing a 25 kV distribution system to power three major load centers. Design allows existing primary facilities to remain operational while new facilities and improvements to existing facilities are constructed.

**City of Houston, North, South and East Water Treatment Plant standby generator critical load evaluation, Houston, TX, Quality Control Reviewer**. The evaluation included modeling the electrical system for each plant, identifying critical loads to be powered during a catastrophic power outage such as a hurricane, recommending system configuration improvements and sizing generating stations for standby power. The generating stations range in size from 4 to 12 MW.

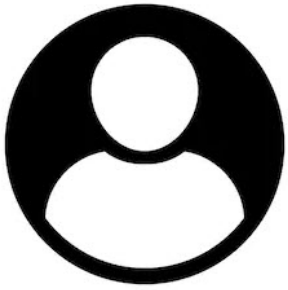
**City of Santa Fe, Buckman Direct Diversion, including raw water intake, booster pump stations, and water treatment plant, NM**, **Lead Electrical Engineer**. The design-build project includes a 12.5 kV distribution system with two utility sources powering 15 kV switchgear and redundant 12.5 kV – 480/277V transformers at each facility. The system interfaces with a 1 MW solar facility.

**The Aurora Dam and Reservoir, Aurora, CO,** **Lead Electrical Engineer**. As lead electrical engineer, her responsibilities have included interfacing with the local electric utility to provide or upgrade service to the facility, site distribution systems design, electrical facilities design, and electrical design for the process, mechanical, and control components. Quality control reviewer responsibilities included, ensuring quality of the electrical design, interfacing with the design team continuously throughout the life of the project. Quality control responsibilities included discussion of design criteria and major design decisions as well as more formal review of milestone deliverables.

**The Metro Wastewater Reclamation District, Northern Treatment Plant, Denver, CO**, **Wastewater Treatment Plant Designer**. The design-build project includes a 13.2 kV distribution system with two utility sources and a 2 MW standby generator powering 15 kV switchgear in a main-tie-generator-tie-main configuration. There are seven load centers on the plant site powered by redundant feeders and dual 1500 kVA to 2500 kVA transformers.

**Centennial Water and Sanitation District in Highlands Ranch, Joseph Blake Water Treatment Plant expansion and 13.2 kV electrical equipment replacement, Groundwater Treatment Plant, and electrical facilities for multiple groundwater wells, CO**, **Lead Electrical Engineer and Quality Control Reviewer**. Work included adding transfer switches to the wells to safely use a mobile generator when rawhiding pumps, thereby reducing ratchet demand charges and saving the utility money. The 2011 13.2 kV electrical replacement project included replacement of 15 kV switchgear and cables that were aging and obsolete.

**City of Logan, Logan Hydropower Plant,Logan, UT,** **Design Engineer.** Design Engineer of the electrical power distribution system. Design included the switchgear and 7.5-MVA, 4,160-V-12.5-kV step-up transformer to interconnect two 3.3-MVA generators with the utility system. Her other design responsibilities included grounding, station service, and lighting.



## Education

BS, Electrical Engineering, San Jose State University

AA, Aviation Maintenance Technology, Gavilan Junior College

## Registrations

Professional Engineer: TX, CO CSE, CA CS, TN, KS, UT, Guam

## Dennis Thomas, PE | Instrumentation & Controls

### Experience Summary

Dennis has more than 25 years of experience in automation including water/waster controls and power plant controls. He was the technical lead role for several control system projects that included supervision of programmers during preparation of code, preparation of project test document for factory and site testing, and interface with clients and subcontractors. His expertise also includes extensive project experience with distributed control systems (DCS), programmable logic controllers (PLCs), and graphical user interfaces (GUIs).

### Select Relevant Project Experience

**Los Esteros Critical Energy Facility (LECEF), Calpine, Milpitas, CA.** **Lead I&C Engineer.** Lead I&C Engineer for four-on-one simple cycle conversion to combined cycle plant. Conversion from Siemens TXP system to Ovation DCS.

**Chesterfield, Dominion Power, Chesterfield, VA.** **Lead I&C Engineer**. Lead I&C Engineer for Flue Gas Desulfurization project integrating three coal plant exhausts into a single absorber. Project challenges included coordinating vent fan and damper controls with new induced draft (ID) fan dampers. Revised existing ID fan logic.

**Pacificorp, Gillette, WY.** **Lead I&C Engineer.** Lead I&C Engineer for Baghouse Retrofit project on a 300 MW coal plant. Responsibilities included preparation of wiring diagrams and specification of all required instrumentation including Ovation DCS.

**Sierra Pacific Power, Reno, NV.** **Project Engineer.** Project Engineer for DCS retrofit on 105 MW 1500 I/O point gas fired plant. Challenges included identification and replacement of all existing pneumatic plant controls, complete replacement of existing Forney relay based burner management system (BMS), and integration of BMS controls into dedicated DCS controller. Turbine controls were also integrated into dedicated DCS controller. This project required extensive onsite research and drawing verification. Ovation DCS.

**MOUNTAINEER, American Electric Power–New Haven, WV.** **Lead I&C Engineer.** Lead I&C Engineer for a Wet Flue Gas De-Sulfurization project for the Mountaineer Plant using Emerson Ovation DCS. Responsibilities included preparation of wiring diagrams and specification of all required instrumentation including DCS.

Water and Wastewater Projects–Clients included Eagle River Waste & Sanitation, Riverton Wyoming City Water, and Boulder Colorado City Water District.

Control Systems Engineer and Project Manager–Responsible for design and implementation of logic for various water and wastewater projects. Also responsible for instrumentation specification including Allen Bradley Contrologix PLCs.

**Eagle River Waste and Sanitation–Avon, CO. Consultant.** Consultant in the wastewater industry for human machine interface (HMI), supervisory control and data acquisition (SCADA), and PLC (Allen-Bradley 5/40) configuration. ATAD (Auto Thermic Thermo-phillic Aerobic Digester) waste disposal process.

**BLACK DOG, Xcel–Denver, CO. Lead I&C Engineer.** Lead I&C Engineer for the Xcel Black Dog Combined Cycle Conversion project using Emerson Ovation DCS. Preparation of wiring diagrams, specification of instrumentation, maintenance of DCS data base.

**PIKE, NRG–Denver, CO. Lead I&C Engineer.** Lead I&C Engineer for the NRG Pike Combined Cycle Project for Excel two-on-two on one configuration utilizing Emerson Ovation DCS. Responsibilities included preparation of wiring diagrams and specification of all required instrumentation including DCS, and preparation of logic diagrams.

**Hydro Power Projects. Commissioning Engineer.** Control Systems Engineering and ABB Hydropower Control Systems Commissioning Engineer responsible for the following projects:

- Canyon Del Pato Hydro plant in Northern Peru
- Aswan High Dam Controls Retrofit in Aswan, Egypt
- AEP Belleville Hydro Plant in Parkersburg, West Virginia, USA
- Buck Hydro in Wytheville, Virginia, USA (AB PLC)
- Dairyland Co-operative Flambeau River Hydro Plant in Ladysmith, Wisconsin, USA (GE Fanuc 90-30)
- Southern California Edison Seven Oaks Hydro in Redlands, California, USA (GE Fanic 90-30 PLC)

## Jeff Pitts, PE | Hydraulics Modeling & Analysis

### Education

BS, Mechanical Engineering, University of Colorado at Boulder

International Engineering Certificate in Spanish Language, University of Colorado at Boulder

### Registrations

Professional Engineer: CO

### Experience Summary

Jeff is a professional mechanical engineer with a focus area in pump design and optimization projects for water and wastewater systems. Jeff utilizes Jacobs pump selection and optimization toolsets to develop efficient pump designs. He also has experience with conditions assessment of pumping and transmission system assets.

### Select Relevant Project Experience

**City of Midland, Midland WPCP 24-mgd Secondary Treatment Upgrades Project, Midland Water Pollution Control Plant, Midland, TX. Facility Lead and Hydraulics Engineer,** Facility lead for eight facilities: Plant Effluent Pump Station, Secondary Clarifiers, RAS Pump Station, Plant Service Water Pump Station, Filtrate Equalization Pump Station, Primary Effluent Splitter Structure, and Primary Effluent Pump Station Rehabilitation. Designed vertical turbine pump stations, submersible pump stations, secondary clarifiers, flow controlling splitter structure, and rehabilitation of existing systems. Led the process mechanical design for facilities throughout liquid stream from primary treatment through secondary treatment. Completed mechanical construction drawings for facilities listed above, coordinated and reviewed construction drawings for facilities listed above, technical specifications for mechanical equipment. Helped develop an advanced Replica dynamic hydraulic model complete with modeled control systems. Fast-paced and volatile design-build effort for an industrial client upgrading a municipal water plant.

**City of St. Joseph, Phase 1 Water Treatment Plant and Pumping System Improvements St. Joseph, MI. Lead Mechanical Engineer.** Lead Pump Design for the new 16-mgd vertical turbine finished water pump station. Identified most efficient pump sizing alternatives during design using 2 x 5 mgd and 2 x 8 mgd pumps with VFDs to accommodate the full operating range of the system. Also supported development of SURGE model to quantify hydraulic transient risks in the system and identify mitigation strategies.

**Water Filtration Plant Finished Water Clearwells and Pumping Design Project, Oshkosh, WI. Lead Pump Design.** Jeff led pump selection and design for the new 16 mgd intermediate and 16 mgd finished water pump station. Utilized Jacobs internal modeling tools to simulate diurnal

pump operations and tank levels to ensure pumps operated near their best efficiency points.

**Lead Hydraulics Engineer, Aspen Water Treatment Plant Upgrades, Aspen, CO. Lead Hydraulics Engineer.** Capacity upgrades to Aspen Water Treatment Plant. Role included gathering survey information, preparing a hydraulic model, and authoring a technical memorandum for Aspen Consolidated Wastewater Treatment Facility's headworks upgrade/retrofit. Evaluated hydraulic impacts of installing new screening equipment and splitting flow through multiple channels. Provided design suggestions to mitigate hydraulic issues raised because of adding the screens.

**Pinery Water and Wastewater District, Pump Station 1 and Zone A Pipeline, Douglas County, CO. Resident Engineer.** new construction of a 4.6-mgd pump station with chloramine treatment. Served as point of contact for owner and contractor. Interpreted contract drawings, specifications, and contractor information. Resolved interdisciplinary questions and concerns during all phases of construction, including startup.

**City of Wichita, Phase II Expansion Four Mile Creek WQRF, Wichita, KS. Lead Mechanical Engineer and Facility Lead.** Lead mechanical engineer for 6-mgd expansion upgrades to wastewater treatment plant. Upgrades included renovations or new construction of over 10 facilities. Completed mechanical construction drawings, technical specifications for mechanical equipment and piping systems, and assisted facility leads with mechanical design. Facility lead for new 12-mgd submersible influent pumping station. Designed pump station to Hydraulic Institute standards, and complete pumping technical specifications.

**City of Aurora, Aurora Water Quincy Intertie, Aurora, CO. Mechanical Engineer.** Lead engineer for condition assessment, alternatives development, and conceptual design. Field inspected and assessed the condition of six valve vaults. Developed alternatives for repair or replacement of intertie components based on condition assessment and client input. Alternatives ranged from low-cost basic functionality, to full replacement and consolidation of assets. Client's preferred alternative will be further developed to a 15% design. Coordinated with other disciplines for development of alternatives and served as primary author of client deliverables.

## Education

MS, Engineering Management, The University of Kansas

MS, Environmental Engineering, The University of TX at Austin

BS, Civil Engineering, Pontifical Catholic University of Ecuador

## Registrations

Professional Engineer: TX, OH

## Memberships and Affiliations

American Water Works Association

## David F. Vallejo, PE | Water Process

### Experience Summary

David is a civil/environmental engineer with 22 years of successful experience in planning, design, and management of water infrastructure projects. He brings experience that spans conventional water treatment facilities to high-profile treatment and conveyance projects that involving cutting-edge technologies and large capacities of up to 800 million gallons per day (MGD).

### Select Relevant Project Experience

**Trinity River Authority (TRA), EF-2 Relief Interceptor, Irving, TX.** **Engineering Manager.** Led the design of a 3-mile, 108-inch relief interceptor sewer and miscellaneous support facilities. This interceptor was constructed along the flood plain of the Elm Fork of the Trinity River.

**North Texas Municipal Water District (NTMWD), Wylie WTP Ozonation, Wylie, TX.** **Engineering Manager.** Served as engineering manager leading the design of an 800-MGD ozone system retrofitted into the existing Wylie complex. He also served as the lead construction phase engineering manager. Construction cost: Approx. $110M. Performance dates: 2009-2016.

**NTMWD, Water Treatment Plant II Basins 3 & 4 Improvements, Wylie, TX.** **Project Manager.** Served as project manager during design and construction phase services of an 82-MGD sedimentation basin retrofit project at WTP II.

**NTMWD, Lake Tawakoni WTP, Wylie, TX.** **Engineering Manager.** Led the master planning, design, and construction phase services of a 30-MGD WTP with an approx. construction cost of $60M. He also served as project manager of a 30-MGD sludge lagoon and pump station project and as engineering manager of a 30-MGD chlorine dioxide addition project at this plant.

**NTMWD, Bonham WTP, Wylie, TX.** **Engineering Manager.** Mr. Led the design and engineering services during construction of a new 6.6-MGD WTP involving advance oxidation technologies (ozone and chlorine dioxide). Mr. Vallejo also served as engineering manager for the addition of a sludge lagoon, decant pump station, and miscellaneous improvements at this WTP.

**NTMWD, Leonard WTP Facilities Plan, Wylie, TX.** **Engineering Manager.** Led development of a master plan for the Leonard WTP, which will be constructed in phases to a built-out capacity of 280 MGD. The built-out WTP is planned to treat a mix of "fresh" and brackish waters with ozonation and possibly ultrafiltration and reverse osmosis.

**City of Garland, Duck Creek Interceptor Sewer System, TX**. **Engineering Manager.** Led the design and construction phase services of a 44-MGD raw wastewater transfer pump station, a 5-mile, 48-inch wastewater force main, a 5-mile, 8-inch sludge force main, and other miscellaneous support facilities. This system was a major capital improvement in the City of Garland wastewater collection and treatment system at their two WWTPs. phase services of a 44-MGD raw wastewater transfer pump station, a 5-mile, 48-inch wastewater force main, a 5-mile, 8-inch sludge force main, and other miscellaneous support facilities. This system was a major capital improvement in the City of Garland wastewater collection and treatment system at their two WWTPs.

**City of Toledo, Collins Park Water Treatment Plant Ozone Treatment Facilities Design, OH.** **Project Manager.** Led the conceptual design and detailed design of a 160-million gallon per day (MGD) ozonation facility and two (2) 80-MGD in-plant pump stations to be retrofitted in the existing Collins Park WTP. He was successful in leading the project team to deliver a design package that resulted in a contractor's bid that met the client's construction budget (approx.$42M) and within a compressed schedule (14 months).

## Jim Nagel, PE | Wastewater Process

### Education

BS, Environmental Engineering Technology, Rochester Institute of Technology

AS, Civil Engineering Technology, Erie Community College

### Registrations

Professional Engineer: TX, VA, MA, NC, SC

### Memberships and Affiliations

National Society of Professional Engineers

National Council of Examiners for Engineering and Surveying

Water Environment Federation

Texas WET

Construction Management Association of America (CMAA)

### Experience Summary

Jim has over 37 years of experience that includes detail design, project management, program management, construction management (on-site resident engineer), and construction inspection of many complex projects including: pump stations and force mains (both water and wastewater), water storage tanks (both ground and elevated), advanced wastewater treatment facilities, effluent pumping and transmission systems, wastewater collection systems, biosolids treatment and dewatering, feasibility studies, design memorandums, predesign reports, and O&M manuals. Jim has been directly responsible for the managing projects with costs from $5,000 to over $600M.

### Select Relevant Project Experience

**Trinity River Authority (TRA), Central Regional Wastewater System Wastewater Treatment Plant (CRWS) – Phase V Rehabilitation Aeration Basin Improvements, Grand Prairie, TX.** **Design Lead.** Jim led the design for converting 12 existing aeration basins from Nitrifying Activated Sludge (NAS) to a Biological Nutrient Removal (BNR) process. Responsibilities include design of the selector zone mixing system, Quality Control review of the new aeration system and new storage building for the project. Other activities include coordination with other disciplines including subconsultants.

**North Texas Municipal Water District (NTMWD), Wilson Creek RWWTP Advanced Treatment and Headworks Improvements PN 147, Allen, TX.** **Project Manager.** Jim managed the effort for replacement, testing, startup, and commissioning of eight (8) new turbo blowers for Plants aeration system.

**NTMWD, Rowlett Creek RWWTP Peak Flow Management Improvements PN328, Plano, TX.** **Project Manager.** Jim led the design for the plant expansion that includes schedule, budgets, work of subconsultants and all technical disciplines, conducting project meetings with team members and client for the plant improvements to increase the plants peak flow capacity from 60 mgd to 120 mgd in three separate phases. The first phase improvements include Membrane Bio Reactor (MBR) for 17.5 MGD, new headworks for 120 mgd, grit removal for 120 mgd, UV disinfection for 20 mgd, post aeration for 20 mgd, high speed turbo blowers for the MBR aeration basins; multi-stage centrifugal blowers for the MBR

process, wet weather lift station for 60 mgd, screening (course & fine), and odor control. The project also includes Services During Construction.

**Spartanburg Water, Fairforest Creek Wastewater Treatment Plant (WWTP) Alternative Effluent Discharge, Spartanburg, SC.** **Project Manager.** Designed to pump flows of 12 million gallons per day (mgd) from the existing 24.mgd pump station to nearby Fairforest Creek. With the recent down turn in the economy, the average daily flows to Spartanburg Water¡¦s 24.mgd Fairforest Creek WWTP dropped to 6.0 mgd. The existing WWTP currently has five 900.horsepower (hp) pumps that convey treated effluent 8 miles to the Pacolet River. In response to the rising energy costs, this new pump station will pump an average daily flow of 12 mgd 200 feet to the adjacent Fairforest Creek. The project (at current energy rates) will save Spartanburg Water over $200,000 per year in energy costs.2e

## Jiamin Ji, PE | Process Mechanical

### Education

MS, Environmental Technology, University of Waikato, New Zealand

BS, Civil Engineering, Institute of Shandong Architecture and Engineering, China

### Registrations

Professional Engineer: AZ

### Experience Summary

Jiamin has more than 22 years of experience in mechanical engineering, process design, and mechanical equipment selection for water and wastewater projects. He is highly skilled in water and wastewater treatment system design, pumping system design, and gravity and pressure conveyance system design. He is proficient in process design, P&ID preparation, and mechanical equipment selection. He has expertise in all aspects of master planning, detail design, bid assistance, and engineering support during construction.

### Select Relevant Project Experience

**Pima County WWTP Odor Control Design, Tucson, AZ.** **Design Manager.** Coordinated deliverables for the addition of three activated-soil media biofilters at an existing treatment plant and conveyance sites for improved odor control.

**Suncor Energy Phase 1 Project, Fort Hill, Canada.** **Engineering Manager.** Coordinated deliverables for design of a river intake, a membrane water treatment plant, an MBR WWTP, two power generation systems, two natural gas systems, and fire water-supply systems with miles of associated pipelines.

**Reservoir and Pump Station for Reclaimed Water System, Town of Sahuarita, AZ.** **Lead Mechanical Engineer.** This project provided a reclaimed water supply facility at the Town's existing WWTP. The scopes included an 80,000-gallon reclaimed water reservoir, reservoir supply pumps, booster pumping system, chlorination facility and chemical feed facility for pre-treatment of tertiary filtration.

**Resolution Copper Mine Dewatering Facility, Superior, AZ.** **Lead Mechanical Engineer.** Responsible for mechanical system layout, 18-inch and 24-inch double containment HDPE pipe thermal expansion and contraction design, and technical support during construction of this groundwater discharge treatment facility with chemical reactors, sedimentation tanks, pump station, filtration system, and associated pipelines.

**South Jornada Water System Improvements, Las Cruces, NM.** **Lead Mechanical Engineer.** This project included two booster pump stations with ultimate capacity of 6,000 gpm each, two 24-inch-diameter water transmission

mains with a total length of 19,000 linear feet, and one new 2 MG clear water reservoir.

**Altamont Pipeline and WTP, Livermore, CA.** **Lead Mechanical Engineer.** Provided detailed design of two rate-control stations, isolation valve vaults, and a dechlorination facility for this new 48-inch steel domestic water pipeline to supply 46 mgd of potable water from the South Bay Aqueduct into the Livermore Valley.

**Lake Mary WTP Expansion, Mammoth, CA.** **Lead Engineer.** Designed mechanical and civil upgrades to expand this facility from 1.5 mgd to 3.2 mgd. Work included an additional filtration facility, chemical dosing systems for fluoridation and corrosion resistance, and associated flow control and monitoring systems.

**Pusch View Well, Oro Valley, AZ.** **Lead Mechanical Engineer.** This project provided a new pumping system including a vertical turbine pump with a 150 hp motor, 5,000-gallon surge tank, onsite sodium hypochlorite generation facility, and sound enclosure.

**Freeport Water Intake Facilities, Sacramento, CA.** **Lead Mechanical Engineer.** This river intake system consists of vertical turbine pumps, fish screens, pump station forebay with dual chambers and sediment collection systems, pressurized surge tanks, and an 84-inch-diameter transmission main.

**Sedona WWTP Miscellaneous Improvements, Sedona, AZ.** **Lead Mechanical Engineer.** This project included final design of an additional centrifuge system with associated sludge grinder and polymer feed facilities together with an addition of an aeration basin with fine bubble diffusers.

**8th Street Zone Reservoir and Water Transmission Main, Ontario, CA.** **Project Engineer.** Provided preliminary and detailed designs for an 8 MG reservoir and 12,000 feet of 42-inch-diameter water transmission main.

## Education

MS, Civil / Environmental Engineering, University of Texas at Austin

BS, Civil Engineering (with High Honors), University of Illinois at Urbana-Champaign

## Registrations

Professional Engineer: TX

## Memberships and Affiliations

Vice Chair, Water Environment Association of Texas, Biosolids Committee

Biosolids Program Chair, WEAT Biosolids/Odor Conference, 2017

Former Chair, Texas Water for People Committee

National Water for People Local Relations Committee

Water Environment Federation

Water Environment Association of Texas

## Matthew S. Berg, PE | Biosolids/Residuals

### Experience Summary

Matt has more than 20 years of experience, focusing on water and wastewater treatment facility planning and design, with emphasis on wastewater biosolids. He also has experience in pipeline and lift station design.

### Select Relevant Project Experience

**Hornsby Bend Biosolids Management Plant, Govalle Digester Improvements, Austin, TX. Project Engineer.** The design included new process piping, sludge mixing and hot water recirculation pumps, and hot water boilers for the digestion system. Matt was the lead design engineer responsible for all aspects of the design and some project management. Matt developed all design drawings and specifications incorporating input from senior staff and the City, produced cost estimates, and presented technical information to both City staff and potential bidders. During construction he provided on-site construction engineering, reviewed Contractor submittals, and responded to requests for information.

**Hornsby Bend Biosolids Management Plant, Master Plan Update, Austin, TX. Project Engineer.** Matt completed a master plan for the City of Austin's biosolid processing facility. He evaluated the numerous unit operations at the facility, identified process needs, and recommended a timeline for key improvements. He also recommended a plan to ensure that the facility will have adequate capacity through the year 2020, taking into account both technical and non-technical concerns. Key non-technical concerns related to the facility's close proximity to Austin's major airport and the public's perception of biosolids reuse. Other tasks included recommendations for equipment upgrades and operational improvements, equipment selection, cost analyses, and preparation of technical memorandums and the final report.

**Biosolids, Mary's Creek WRF Discharge Permit Acquisition, Fort Worth, TX. Project Manager.** Project to obtain a TPDES discharge permit for a new water reclamation facility in Fort Worth, TX. Jacobs is responsible for conceptual design and writing the permit application sections for biosolids facilities (storage, thickening, dewatering, hauling). Jacobs also serves as a technical reviewer of the wet stream treatment plant design.

American Water Works Association

Texas Section, AWWA

Tau Beta Pi Engineering Honor Society

**Village Creek Water Reclamation Facility, Biosolids Master Plan, Fort Worth TX. Process Manager/Engineer.** Evaluated and recommended biosolids handling improvements for the Village Creek WRF. Work included analyzing historic treatment process data, developing a treatment plant process model, projecting future flows and loads, reviewing biosolids regulatory requirements, and developing multiple Class A treatment process alternatives. Technologies evaluated included thermal hydrolysis with anaerobic digestion and combined heat/power, thermal drying, and others. Matt recommended a technology solution using a weighted benefit-cost approach and developed a phased implementation plan and cost estimate for the selected alternative to meet budget constraints and allow flexibility if long term conditions change.

**North Texas Municipal Water District, Biosolids Master Plan and Master Plan Update, TX. Project Engineer.** Work included analyzing historic treatment process data, reviewing biosolids regulations, projecting future flows and loads including air emissions, and developing multiple Class A treatment process alternatives. Technologies included thermal hydrolysis with anaerobic digestion and combined heat/power, thermal drying, and others. Recommended facility improvements using a weighted benefit-cost approach. Results showed that consolidating biosolids processes at select larger facilities would be more cost effective than processing biosolids at the smaller ones. For each smaller facility Jacobs recommended either trucking or piping to the biosolids processing plants or trucking to landfill. For the initial project in 2013, Matt evaluated the condition of biosolids processes at approximately 14 wastewater treatment plants, and recommended facility improvements based on condition and future loads. Matt is currently updating the previous master plan results to incorporate more recent information and changed conditions, and to evaluate sub-alternatives to the recommended plan.

## Lindsay Atkinson, PE | Groundwater Engineering

### Education

BS, Civil Engineering, University of Texas at Austin

### Registrations

Professional Engineer: TX, CO

### Memberships and Affiliations

Member of the American Society of Civil Engineers
National Groundwater Association

### Experience Summary

Lindsay is our Senior Technical Consultant for well design, downhole equipment, and surface facilities including construction oversight during drilling, development, and testing; and startup and commissioning of wellfield facilities. She focuses on groundwater supply wells, recovery wells for pump and treat remediation, shallow alluvial wells utilizing riverbank filtration, and aquifer storage and recovery (ASR) systems. She has experience with permitting groundwater supply wells as public water systems in Texas and experience designing well rehabilitation programs, performing inspections of wells and surface facilities, and sampling for water quality.

### Select Relevant Project Experience

**Tarrant Regional Water District (TRWD), ASR Demonstration Study, Fort Worth, TX.** **Project Engineer.** Project engineer for the TRWD ASR Demonstration Study. Will assist the senior technical consultants on the team with the geochemical evaluation, downhole equipment design, and pilot testing of one ASR well.

**Harris Reservoir Water Supply Well, Brazoria County, TX.** **Lead Engineer.** The project involves design of one water supply well to provide non-potable water to a surface water intake and pump station facility. Responsible for the well design and downhole equipment design, including submersible pump and motor. The well is anticipated to be 450 feet deep and completed into the Upper Chicot aquifer.

**Water Supply Alternatives, Fort Sill, OK.** **Senior Technical Consultant.** The project identifies alternative water supplies for Fort Sill and develop conceptual designs and cost estimates for each alternative. Led the effort to identify potential groundwater supply options, including researching numerous bedrock and alluvial aquifers in the State of Oklahoma and shortlisting the alternatives to the five most feasible based on factors such as distance to the post, water quality, capacity, reliability, etc. Developed conceptual wellfield layouts, including identifying the number and location of wells, pipeline alignment and sizing, NS treatment requirements, and developing conceptual-level cost estimates for each alternative.

**Camp Lejeune Site 82 Capture Zone Analysis, Marine Corps Base Camp Lejeune, NC. Senior Technical Consultant.** The project involved mentoring a junior hydrogeologist in the field to oversee and operate four short-term aquifer tests on four existing recovery wells that make up a groundwater recovery system to control a chlorinated solvent plume. The short-term aquifer tests consisted of operating each recovery well at a constant rate for 8 hours and measuring water levels in various monitoring wells surrounding the site. Data is being analyzed using AQTESOLV to determine aquifer parameters. MLU aquifer test analysis will be used to determine the capture zone for the existing recovery wells and potential improvements such as increased recovery rates and additional recovery wells to increase the capture zone.

**Union Pacific Railroad (UPRR), Well Inspections, Multiple States. Senior Technical Consultant.** Inspections consisted of meeting with the site point of contact and collecting information specific to the well site and wellhead condition, identifying users of the water and points of use, collecting a water quality sample from the source and points of use, and photographing the site. The water distribution system from the wellhead also was located with the assistance of a utility locator and GPS unit. Schematic maps identifying the distribution system, potential sources of contamination, users, and points of use were developed.

## Education

MS, Civil and Environmental Engineering, University of California-Davis

MS, Water Resources Management, University of Wisconsin-Madison

BA Mathematics, University of Minnesota-Twin Cities

## Registrations

Professional Engineer: MN,

Senior Ecologist, Ecological Society of America

Certified Lake Manager, (NALMS)

Certified Ecological Designer, (AEES)

## Memberships and Affiliations

President American Ecological Engineering Society (2015-2016)

## David Austin, PE | Surface Water & Reservoirs

### Experience Summary

David is our Global Technology Lead and a Senior Principal Technologist for Natural Treatment Systems. He is an environmental engineer and senior ecologist with the Global Water Business Group in the Minneapolis/Saint Paul office. He has more than 20 years national and international design and technology development experience with natural treatment systems, reservoir management, mine reclamation and decentralized wastewater treatment.

### Select Relevant Project Experience

**North Texas Municipal Water District, Reservoir Water Quality Modeling and Analysis, Bois d'Arc Reservoir, TX. Senior Technical Consultant.** Modeling of reservoir water quality to predict water quality supply to future treatment plant. Design of 16-32 ton hypolimnetic oxygenation system. Reservoir will begin construction in.

**Ann Arundel County, Rock Creek Destratification System Design, Maryland, TX. Senior Technical Consultant.** Designed replacement destratification system in Rock Creek using modern linear diffuser technology to improve oxygen transfer to sediments, reduce size of diffuser system, and improve consistency of performance.

**Anne Arundel County, Rock Creek Aeration Study, Maryland, TX. Senior Technical Consultant.** Evaluated existing aeration system for destratification of a tidal headwater that had experience fish kills and hydrogen sulfide odors. Determined existing system requires additional air capacity and new diffuser system. Devised monitoring program to determine future aeration needs. Analyzed data from program. Recommended replacement aeration system.

**Clayton County Water Authority, Water Quality Engineering Improvement Monitoring for Shamrock Reservoir, Blalock Reservoir, Hooper Reservoir, and Smith Reservoir, SC. Senior Technical Consultant.** Poor water quality in drinking water supply reservoirs has forced evaluation of potential in-reservoir projects to improve water quality. Devised project monitoring to provide comprehensive data sufficient for evaluation or potential design of in-basin engineering projects (2016). Design of hypolimnetic oxygenation system for Shamrock and Blalock Reservoirs.

**Athens/Clark County, Drinking Reservoir Evaluation, GA. Senior Technical Consultant.** Client seeks to convert a rock

quarry into a sidestream drinking water/reuse reservoir. Provided preliminary feasibility assessment. Continuing evaluation of potential reservoir water quality and management plan.

**Spartanburg Water, Lake Bowen and Reservoir No. 1 Hypolimnetic Oxygenation Systems, Lake Bowen Geochemical Augmentation System, Spartanburg, SC. Senior Technical Consultant.** Led design of two hypolimnetic oxygenation systems to relieve anoxia causing poor water quality. Shallow depths in the upper two-thirds of Lake Bowen and no controls on watershed nutrient loading forced use of innovative sub-coagulant dosing station of aluminum chlorohydrate (geochemical augmentation) to bind excessive phosphate in water. Dosing criteria is to remain below aluminum chronic toxicity threshold. First year of performance (2017) has met all water quality goals.

**City of Great Bend, Veteran's Memorial Park Lake Phosphorus Removal Remediation, KS. Senior Technical Consultant.** Client sought remediation of a stormwater- and groundwater-fed lake with no outlet. Lake impairments are excessive nutrients and large Canada goose populations. Remediation plan involves controls of internal phosphorus loading, goose population management, and possible biomanipulation of lake fisheries.

**Aurora Water, Hypolimnetic Oxygenation Project, Aurora, CO. Task Lead.** Refurbishment of water quality infrastructure in Aurora Reservoir, which provides drinking water to the City of Aurora. The reservoir currently has a hypolimnetic aeration system that did not prevent anoxia and consequent poor raw water quality to two drinking plants. Analysis determined that hypolimnetic oxygen will relieve anoxia.

**Saint Paul Regional Water Services (SPRWS), Hypolimnetic Oxygenation Project Saint Paul, MN. Task Lead.** Refurbishment of water quality infrastructure in two reservoirs, Vadnais Lake and Pleasant Lake, that receive water pumped from the Mississippi River.

**Parker Water and Sanitation District, Reservoir Management, CO. Senior Technical Consultant.** Client has two reservoirs: Regional Reservoir (RR), which combines tertiary effluent and well water that flows to and Reuter Hess (RH) reservoir, a 72,000 ac-ft impoundment. Eutrophication in RR impairs operations. RH is had been on line for two years.

## Susan Butler | Regulatory & Permitting, Environmental

### Education

MPA, Public Administration, University of Texas at San Antonio

BA, Environmental Studies, Trinity University

Public Facilitation, Center for Dispute Resolution, University of New Mexico

Executive Development Program, Wharton School, University of Pennsylvania

### Experience Summary

In her more than 28 years of service in the public and private sectors, Susan Butler has gained practical experience in implementing environmental practices in water resources, utility, and public works management and project implementation. She was responsible for environmental and regulatory matters as the assistant public works director for Leon Valley, Texas and while water resources and conservation manager for the San Antonio Water System, she led the team to plan, permit and develop $600M of water supply and transmission projects. She has served on statewide planning and legislative committees, ecosystem restoration and habitat conservation plan steering committees and was appointed to the Texas Commission on Environmental Quality Reclaimed Water Rule Revision Committee. Currently, she is leading multidisciplinary teams to develop strategies, conducting environmental assessments, and obtaining Clean Water Act 404 permits for projects throughout Texas. OR Currently, Susan leads strategic, basinwide planning, permitting, and stakeholder engagement projects.

### Select Relevant Project Experience

**Lower Colorado River Authority (LCRA), Water Supply Resource Plan, Austin, TX. Project Manager.** As the first step in developing a comprehensive water resource plan through 2100, the project team supported demand forecasting, technical and economic evaluation of conservation measures and incentives, public involvement processes and recommended strategic initiatives to reduce water use in municipal, industrial and agricultural sectors. Annual budgets, staff resources and other implementation requirements were identified for a ten-year implementation period. Additionally, water supply options such as groundwater, surface water reservoirs, aquifer storage and recovery, desalination and brush management were explored. Her work supported public acceptance of the proposed water plan and adoption by the LCRA Board.

**San Antonio Water System, Water Resources and Conservation, San Antonio, TX. Director.** Led the water resource team to: expand the water resources portfolio by 320,000 acre-feet in less than 5 years to implement a citizen driven 50-year plan; initiate planning and approval for a diverse group of water projects; formulate funding strategy,

key messages, and, ultimately, approval of the Water Supply Fee Program, the first multi-year rate approval in the City's history (more than $500M in capital and over $100M in operating funds); and institute a public decision-making process (through the Citizen Advisory Panel), which has become a model for other utilities. As the Systems' first conservation manager, established the direction for conservation programs and education resulting in reduced consumption of over 32 percent per capita consumption as well as total water use while the population increased by over 400,000 people. Oversaw a price elasticity study and program evaluation processes while conservation manager.

**City of Chicago Department of Water Management, Water Conservation Strategic Plan, Chicago, IL. Senior Consultant.** Chicago's Department of Water Management is expanding its programs to conserve water in the Lake Michigan watershed by implementing a comprehensive plan to manage stormwater and enhance water use efficiency. The plan includes infrastructure improvements including enhanced leak detection, universal metering and system pressure management as well as end-use water efficiency incentives. Additionally, programs to keep stormwater in the watershed through green building and low impact development design standards are also included in the strategic plan.

## Alex Firth, PE, LEED AP | Structural Engineering / Storage Tanks

### Education

Graduate Studies, Structural Engineering, Oregon State University

### Registrations

Professional Engineer: OR

USGBC LEED Accredited Professional

### Memberships and Affiliations

American Society of Civil Engineers

### Experience Summary

With 33 years of experience has worked on a variety of structural projects, including water and wastewater treatment plants, Industrial facilities, resident construction inspection, and bridge inspection. He is also a source matter expert in the structural engineering aspects of anti-terrorism and force protection (ATFP) design and has completed assessments of four overseas US Air Force Bases to determine their compliance with federal ATFP standards.

### Select Relevant Project Experience

**Brownsville Public Utilities, Robindale Wastewater Treatment Plant Renovation and Expansion, Brownsville, TX.** **Lead Structural Engineer.** Led the structural design for a $32M design-build project, the first municipal design-build project in Texas. The project expands the plant's treatment capacity from 10 million gallons per day (mgd) to 14 mgd. The project also includes a retrofit of existing facilities to support Modified Ludzack-Ettinger (MLE) treatment process. Pretreatment headworks features fine screens, Eutek Headcell grit removal, and screenings sluice and compactor system. UV disinfection facility features of two channels with low pressure, high intensity UV lamps in horizontal configuration.

**North Texas Municipal Water District (NTMWD), Leonard, Texas Water Treatment Project, Leonard, TX.** **Lead Structural Engineer.** Lead structural engineer for a new, greenfield 75 mgd water treatment project. Project included the design of multiple, large concrete treatment basins including pre-treatment, ozone, filtration, and chlorine contact/clearwell. The design also included all the supporting chemical and treatment buildings including operations, maintenance and a warehouse facility. Two of the facilities were designed for improved performance for tornado loads.

**Pima County WRF DBO Project, Pima County, AZ.** **Lead Structural Engineer.** Project includes design and construction of a new 24-mgd, $158M water reclamation facility for seven separate facilities, as well as pipeline, basins, and tanks. Scope includes innovative treatment process uses DAF clarification and 5-stage Bardenpho, enhanced with step-feed capabilities.

**City of Goodyear, Goodyear Water Treatment Facility. Good Year, AZ. Lead Structural Engineer.** Lead structural engineer for a new, greenfield 8 mgd water treatment project. Project included multiple concrete treatment basins and the associated treatment facilities. The project also included the design of an operations building.

**Oklahoma City Water Utilities, Hefner Water Treatment Plant Expansion, Oklahoma City, OK. Lead Structural Engineer.** Lead structural engineer for a $40M expansion of the Hefner WTP from 75 mgd to 100 mgd. The new facilities include lime softening clarifiers, recarbonation basins and carbon dioxide solution injection system, at least eight new biologically activated carbon filters in a Filter Building, and a separate Filter Backwash Building. The design, construction, and commissioning of the lime system replacement project was completed in 10 months.

## Luke Heyerdahl | GIS

### Education

BS, Geology,
Fort Lewis College

### Registrations

N/A

### Experience Summary

Luke is a senior geospatial consultant with more than 30 years of experience applying GIS and computer visualization to a variety of projects at the local, regional, and national levels. He offers clients expertise in applying GIS methods and systems to planning, water resources, multidisciplinary environmental projects, National Environmental Policy Act (NEPA)-driven environmental assessments, county-level database development and remedial investigation/feasibility study (RI/FS) project support. As a regional GIS practice lead, Luke has been responsible for GIS production, planning, and implementation, staff management, and team adherence to industry best practices.

### Select Relevant Project Experience

**Holly Energy Partners, Roadrunner Petroleum Pipeline Project, TX.** **Senior GIS Analyst.** Conducted an initial siting and environmental fatal flaw analysis to determine a proposed route across northern Texas for a 100-mile-long pipeline between Cushing, Oklahoma and Russell, Texas.

**Denver Urban Drainage Flood Control District (UDFCD), Mapbook Upgrade and Intern Training, Denver, CO.** **Senior GIS Task Lead** Provided custom ESRI ArcMAP in-house training and consulting to UDFCD's Maintenance and Mapping Program, focused on upgrading UDFCD's mapbook generation as performed by their project interns.

**South East Metro Storm Water Authority (SEMSWA), Implementation Plan, Startup, and Interim Extension of Staff, Englewood, CO.** **Senior GIS Task Lead**. Provided GIS data management, field team coordination, and custom python script development to automate the integration of ground-level photography with plan view mapping of the assessment results across the project's 282 sites.

**City of Longmont, Longmont St. Vrain Project, CO.** **Senior GIS Lead.** Providing senior GIS support to the project's assessment, permitting, modeling, and design phases through desktop mapping, centralized GoogleEarth feature access, and ArcGIS Server/ArcGIS Online services for field data collection activities.

**City of Thornton, Thornton Water Project, CO.** **Senior GIS Analyst.** Supporting the siting, engineering, and permitting activities for the planned 70-mile water pipeline running from Fort Collins to the city of Thornton. In conjunction with

guiding the environmental constraints approach to siting the project, developed models to identify areas of high utility density and business density along the urban alternatives and work package baselines to support parametric costing in the northern reach using linear referencing.

**Northern California Water Association (NCWA), Groundwater Quality Assessment Report, Sacramento, CA.** **Senior GIS Analyst.** Provided GIS support for data management and the scripting of GIS map automation tools to facilitate the development of over 100 maps for this detailed Sacramento Valley groundwater quality report. The map automation scripts allowed for efficient revisions of maps as new data were available.

**Coalition for the Upper South Platte (CUSP), Eleven Mile Canyon and Happy Meadows River and Road Assessment, Lake George, CO.** **GIS Lead.** Provided GIS data management, field team coordination, and custom python script development to automate the integration of ground-level photography with plan view mapping of the assessment results mapping roadway and recreational use impacts to the upper Platte through the canyon and at the Happy Meadows resort area.

**City of Aurora, Phase I Reinforced Concrete Pipe (RCP) Condition Assessment, CO.** **GIS Lead.** Provided GIS data management and integration between a secure ArcGIS Server instance, real-time reporting via ArcGIS Online, and assessment activities across the project's 36 miles of RCP, 600 manholes, 700 inlets, and 120 outfalls. Condition data collected in the field via tablets was made accessible to the city using ArcGIS Online to share storm feature location, type, status, and condition along with links to digital media. Proximity and overlay models of the project features supported the consequence of failure analysis while visualization of the engineering results for likelihood of failure and CIP recommendations highlighted next steps for the city.

**City of Colorado Springs, Colorado Springs Stormwater Needs Assessment, CO.** **GIS Lead**. Provided GIS data management, field team coordination, and custom python script development to automate the integration of ground-level photography with plan view mapping of the assessment results across the project's 282 sites.

## Education

MBA, Business Management

MS, Agricultural Engineering, Colorado State University

BS, Agricultural Engineering, Oklahoma State University

## Registrations

Professional Engineer: TX, CA, AR, OK, NM

## Doug Smith, PE | Pump/Lift Station Mechanical

### Experience Summary

Doug is a project manager and senior water infrastructure engineer in the water group of the Jacobs office in Fort Worth, Texas. During his 34 years of professional engineering experience, he has managed and worked on a variety of projects for both public and private clients in Texas, California, Colorado, Oklahoma, Arkansas, Washington, Oregon, and Arizona. He was worked with all aspects of water and wastewater systems, including planning, design, and construction of projects.

### Select Relevant Project Experience

**City of Dallas Water Utilities, Tawakoni Pipeline, Project Manager.** Doug provided technical oversight and management of design, as well as coordination of right-of-way activities for 16-miles of 144-inch diameter raw water supply pipeline, two major structures, and five 17-foot diameter lined tunnels. The project also includes right-of-way acquisition for approximately 30 miles of new pipeline corridor from Lake Tawakoni to the Eastside Water Treatment Plant.

**City of Lawton, Wastewater Treatment Plant Expansion, Lawaton, OK. Deputy Project Manager.** The design incorporated several secondary process options that the City could apply to make plant operations cost effective, while maintaining process reliability. The expansion increased plant capacity from 10-mgd to 18-mgd and included improvements to the influent pump station, trickling filter clarifiers, nitrification aeration system, nitrification clarifiers, effluent filters, sludge dewatering process, and an equalization basin. Doug acted as liaison between the City and the design team, ensuring clear communications and facilitating timely resolutions.

**City of Sapulpa, Sewer Collection System Rehabilitation, Sapulpa, OK. Program Manager**. The $12M program included supervising and coordinating three design consultants and seven construction contracts over several years in response to an EPA Administrative Order. Program activities included sewer mainline rehabilitation, manhole rehabilitation, interceptor upsizing and rehabilitation, private lateral defect rehabilitation, and pump station and flow equalization basin improvements. Doug was responsible for

regular reporting to the City Council and regulatory agencies. Doug also managed and operated a private lateral repair program, which resulted in the correction of 600 private lateral defects that had been identified as inflow contributors. He supervised the development of a database system to track the program and manage the notification letters to the public.

**Dallas Water Utilities, 5 Mile Junction Structure, Dallas, TX.** **Task Leader.** Doug was responsible for preparation of the preliminary design report, including the alternatives analysis for this major junction structure splitting flow of up to 48-mgd to the Central and Southside WWTPs. Alternative analysis included rehabilitating the existing location or constructing a new structure. Issues include overhead power interference, flood plain and 404 issues, security, and operational considerations. Start Date: 2014. Estimated completion: 2015.

**Mississippi River Water Reintroduction Project into the Bayou Lafourche near New Orleans, LA.** **Task Leader.** This $150M project, performed for the State of Louisiana, included a large diversion pump station (1,500 cfs) and up to 6 million cubic yards of dredging. Alternatives for dredging reuse were explored including reusing the material for New Orleans levee reconstruction.

**Laguna Wastewater Treatment and Disposal System Expansion, Santa Rosa, CA.** **Resident Engineer.** In response to high growth in this area, the wastewater treatment plant needed a $40M expansion from 15-mgd to 18-mgd capacity. A new anaerobic digester, gravity belt thickener and sludge belt filter press, aeration basin, flow equalization basin, and final effluent pump station were built for this expansion, which was completed in 1990. Doug designed and supervised construction and operation of a demonstration overland flow facility for tertiary treatment of the City's secondary effluent. He also assisted in design and construction management of a demonstration wetland facility.

## Education

MEng, Engineering Management, Cornell University

BS, Civil Engineering, Lafayette College

## Registrations

Professional Engineer: NY

## Dennis Jackson, PE | Rate Studies

### Experience Summary

Dennis specializes in management and financial advisory services for public and private utilities. His experience includes master planning, organizational assessment and design, business strategy and process improvement, risk assessment and management, performance benchmarking, scenario planning, asset management, capital improvement plan (CIP) prioritization, alternative contracting/outsourcing (P3 advisor). His financial experience includes revenue sufficiency evaluations, cost-of-service analysis, rate design, utility valuations, impact/system investment fee analysis, financial benchmarking, capital financing strategies, bond feasibility, affordability analysis, and financial peer reviews.

### Select Relevant Project Experience

**City of Las Cruces Utilities Department, Strategic Financial Plan, Las Cruces, NM. Senior Consultant and Task Manager.** Task manager for the preparation of a strategic financial plan to usher the City's water utility from a groundwater-dependent operation and $15M annual budget to an actively managed utility with a portfolio of water resources, including groundwater and surface water, proactive conservation initiatives, and water reclamation. The strategic financial plan included a phased approach for financing a $125M surface water treatment plant and related operations and maintenance services.

**Village of Ruidoso, Ruidoso Sewer Rates, Ruidoso, NM. Senior Consultant and Project Manager.** Principal findings included first-time cash flow projections, debt service coverage calculations, and rate increases to support $35M in ARRA funds, state loans, G.O. bonds, and senior revenue-bond debt. Retained under a professional services agreement for annual financial plan updates to support continuing disclosure reports to Village Council and bond advisors.

**Town of Oro Valley Water Utility, and the Metropolitan Domestic Water Improvement District, Water Wheeling Rate Study for the City of Tucson Water Department, Tucson, AZ. Senior Consultant.** Senior consultant and task manager for preparation of a short-term (5 year) water wheeling rate and agreement to deliver to Oro Valley and Metro Water their respective Central Arizona Project (CAP) water allocations. Facilitated numerous negotiation sessions between the three entities to arrive at a fair

and equitable wheeling agreement to utilized scarce renewable CAP water supplies across the Tucson metropolitan area.

**Central Arizona Water Conservation District (CAWCD), Enterprise Management Assessment, Phoenix, AZ. Senior Consultant.** Senior consultant and task manager for preparation of an Enterprise Management Assessment for the CAWCD, which operates the Central Arizona Project, a 336-mile long system which delivers 1.5M acre-feet of Colorado River water per year - the largest source of renewable water in the state of Arizona. Conducted an organizational assessment using various analytical tools such as: Organizational Cultural Assessment Instrument (OCAI); Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis; Importance-Performance Analysis (IPA); and benchmarking and performance measurement to transform the CACWD from its legacy as a federal public works program to an efficient regional business enterprise.

**Aurora Water, Financial Peer Review and Revenue Enhancement, Aurora, CO. Senior Consultant and Task Manager.** Task manager for preparation of a financial peer review of Aurora Water's cost-of-service and financial plan. Aurora Water faced a cost of approximately $700M to develop a new water supply and delivery system, a weak economy, difficult access to credit, and an unusually wet summer irrigation season. Because of these factors, Aurora Water experienced a significant budget shortfall in 2009 and forecasted much lower revenue in 2010 than previously expected. Using a strategic financial planning approach, developed a strategy for the utility to enhance revenues and move toward greater financial resiliency.

**City of Indianapolis Department of Waterworks, Management Structure Comprehensive Review, Indianapolis, IN. Senior Consultant and Task Manager.** Task manager for a comprehensive management structure review. Pursuant to the Indiana Utility Regulatory Commission (IURC) Interim Emergency and Prehearing Conference Order. Jacobs' was retained by the City of Indianapolis, Department of Waterworks to conduct a comprehensive review of its management structure to identify appropriate management policies and procedures to ensure proper, timely, and reasonable management of utility operations.

## Education

PhD, Civil Engineering, The University of Memphis

MS, Civil Engineering, The University of Memphis

BS, Civil Engineering, The National University of Colombia

## Registrations

Professional Engineer: CO, TX, KS

## Memberships and Affiliations

Structural Engineering, Risk Assessment, Probabilistic Performance-Based Seismic Design, Probabilistic Seismic Hazard Analysis, Optimization Tools.

## Hugo Andrés Rojas, PE, PhD | Code Review

### Experience Summary

Hugo's main field of experience has been in the structural design of new water and waste water treatment facilities. He has also been involved in the assessment and design of modifications of existing structures. His responsibilities have included the structural analysis and design of concrete, masonry, and steel structures, the development of construction drawings and specifications as well as the review of shop drawings and the support during construction. His experience prior to Jacobs includes the development of an automated computational method to implement probabilistic performance-based design for the design of steel moment frames. In accordance with the next-generation of performance-based design, his research included the implementation of time-based seismic hazard assessments and HAZUS (HAZards United States) earthquake loss estimation procedures to evaluate structural performance.

### Select Relevant Project Experience

**City of Midland, Water Pollution Control Plant, Midland, TX, Structural Lead.** Structural lead for the structural design of new structures as we well as the assessment and design of the modifications of existing structures. His responsibilities included the structural analysis and design of concrete, masonry, and steel structures, the development of construction drawings and specifications as well as the review of shop drawings and the support during construction.

**Buckman Direct Diversion Water Treatment Plant, Santa Fe Buckman Direct Diversion DB Project, Santa Fe, NM. Structural Support.** Design of a new water treatment plant for a design-built project.

**Pueblo Dam Connections, Southern Delivery System Work Package 1A, Colorado Springs, CO. Structural Support.** Design of modifications to existing outlet structures.

**Pueblo Dam Connections, Southern Delivery System Work Package 1B, Colorado Springs, CO. Structural Lead.** Design of several vaults and modifications to existing pump station.

**Idaho Springs, Argo Tunnel Water Treatment Facility Modifications, CO. Structural Lead.** Design of modifications to existing industrial waste water treatment plant.

**Four Mile Creek WQRF Expansion, Wichita, KS. Structural Lead.**

**Missouri River Wastewater Treatment Plant Missouri, River Wastewater Treatment Plant Combined Sewer Overflow Improvements, Omaha, NS. Schedule A Structural Lead, Schedule B, Structural Support.** Design development phase of several facilities part of the project. Schedule A is under construction, The Schedule B is at 95% Design.

**Loveland Wastewater Treatment Plant, Loveland Wastewater Treatment Plant Waste Activated Sludge Thickening Facility, Loveland, CO. Structural Lead.**

**Ina Road Waste Water Reclamation, Ina Road Waste Water Reclamation Facility Capacity and Effluent Quality Upgrade, Tucson, AZ. Structural Support.** Design of new facilities as well as the assessment and design of modifications of existing structures.

**Water Reclamation Facility, Spokane County Regional Water Reclamation Facility, Spokane, WA. Structural Support.** Design of new aeration basin and primary clarifiers.

## Mark Keeton, RPLS | Survey & Easements

### Education

BS, Information Technology Studies, University of Texas at Arlington

AAS, Drafting Technology, Howard Junior College

TX A&M University-Corpus Christi, Survey I, Short Course

### Registrations

Professional Land Surveyor (R.P.L.S), TX Surveyor in Training (S.I.T.)

### Memberships and Affiliations

Member of Texas Society of Professional Surveyors

### Experience Summary

Mark has more than 20 years of geospatial and surveying experience. His experience includes various transportation, railroad, land development, federal, aviation, site civil, buildings group, oil and gas, government installation projects, and watershed projects for hydraulic modeling. He develops fee and compensation packages, prepares and calculates boundary analysis and resolution for Category 1A, 1B, ALTA surveys, along with platting services. Also included are mapping of topographic and cross-sectional surveys for civil design and hydraulic modeling, transportation responsibilities in design survey, right-of-way (ROW) mapping and resolution, along with oil and gas pipeline design and route surveys including transmission lines using state of the art Trimble GPS, robotic, and terrestrial scanning instruments and post processing with Trimble Business Center.

### Select Relevant Project Experience

**TxDOT Odessa District, IH20, Midland / Odessa, TX.** **Survey Task Lead**. This is a 38 mile project that included ROW mapping and parcel takes plus 3 miles of aerial panel points and PIDS for aerial lidar with point extrapolation and DTM creation for a partial design survey.

**TXDOT, IH10, Fort Stockton, TX.** **Survey Task Lead.** The project included establishing horizontal and vertical control with using static GPS techniques. The project was approximately 8 miles of interstate with cross sections every mile, and detail surveying of bridges and drainage structures.

**TxDOT, FM 1776, Pecos, TX.** **Survey Task Lead.** Aerial panel point location and primary and secondary control as a sub to LTRA near Interstate Highway 285.

**TxDOT, SH152 – Northwest District, Wheeler, Texas.** **Survey Task Lead.** This 16 mile project includes right of way schematic, design survey, and primary control from downtown Wheeler west to the county line.

**DFW International Airport to Plano, Cottonbelt, TX.** **Survey Task Lead.** Provided surveying services to include setting (30) primary control monuments within a 27-mile proposed corridor of railroad road right of way for the purposes of design and construction of a double track within said right of way.

**TexRAIL, Downtown Fort Worth to DFW International Airport, Fort Worth, TX. Survey Task Lead.** Provided support surveying services in the form of topographical and boundary surveys including construction staking and as-built of column locations.

**BNSF – Liberty County, Cleveland, TX. Survey Task Lead.** This project included aerial, terrestrial, and bathymetric surveying for the design of a new rail yard along with ALTA surveys and platting services.

**TxDOT Dallas, IH45, Hutchins, TX. Survey Task Lead.** 3.5-mile project included aerial panel points and PID's, aerial and terrestrial lidar (scanning) with point extrapolation and DTM creation, partial design survey for obscured areas, driveways, and storm features, primary control, and right of way schematic.

**TxDOT Dallas, SH 190 (The East Branch),TX. Survey Task Lead.** 11-mile, four-lane to six-lane new-location toll facility along SH 190 from IH 30 to IH 20 including discontinuous frontage roads and interchanges at IH 30/President George Bush Turnpike (PGBT), US 80, and IH 20/Future Loop 9.

**M3 Ranch, 719.842 Acres, Mansfield, TX. Survey Task Lead.** This project was for the development of approximately 1600 single family homes. The project included ALTA/ACSM Land Title Surveys, Topographic Survey, Preliminary and Final Plats and Construction Staking.

**Whataburger, multiple locations in North TX. Survey Task Lead.** ALTA/ACSM Land Title Surveys, Subdivision Platting, Topographic Survey, and mapping of the existing utilities. We provided these surveying services to multiple Whataburger locations in the North Texas area and ongoing design based out of our San Antonio office.

**Quicksilver Resources Inc., North Texas Services, Alliance, TX. Role.** Complete urban pipeline design and network, ROW acquisition with land department, various laterals of various pipe sizes, constructability, parcel plats, construction staking and as-built plans for approximately 40 miles bounded by many freeways, permitting, and various obstacles for HDD designs.

## Education

BS, Business Administration, Colby-Sawyer College

Clean Water Management Certification Program, Gateway

## Registrations

Certified Operator Grade 4, Rhode Island Board of Certification of Operators of Wastewater Treatment Facilities.

Certified Maintenance and Reliability Technician-certification

## Memberships and Affiliations

Member of the New England Water Environment Association

Member of the Narragansett Water Pollution Control Association.

## Nicholas De Gemmis | Start Up Operations & Maintenance

### Experience Summary

Nick is an experienced manager with robust knowledge of process control, mechanical systems, and laboratory practices. He is well organized and attentive in coordinating project tasks to ensure successful completion. Nick was the 2019 Alfred E. Peloquin Award recipient-given annually to an individual who has shown a high level of interest and performance in wastewater operations in each of the six New England states, and who has made a significant contribution to the wastewater field in such areas as improvements to the environment, cost effective plant operations, public relations, innovative process controls, industrial pretreatment, training, Association contributions and related activities.

### Select Relevant Project Experience

**City of Midland, Water Pollution Control Plant, Midland, TX. Commissioning Manager.** Managed the Commissioning Team and startup/commissioning activities for the Midland, TX Water Pollution Control Plant Secondary Treatment Upgrades. Ensured all safety programs are implemented and observed during commissioning activities. Coordinated and supervised functional, systems and performance testing activities of the Commissioning Team. Identify and coordinate technical support from engineers, vendors and subcontractors during startup and commissioning activities. Implement Training Programs for City Operations and Maintenance Staff. Work directly with City Operations and Maintenance Staff to ensure transition from successful startup and commissioning activities to routine operations and maintenance is an ordered and cooperative process. Provide Operational and Maintenance support to City Staff as required.

**Westerly Wastewater Treatment Plant, Cleveland, OH. Project Manager.** Managed the operation and maintenance of a 3.3MGD Integrated Fixed-Film Activated Sludge Wastewater Treatment Facility and nine affiliated pump stations. Ensured compliance with regulatory procedures and reporting practices. Supervised sampling and analyses. Routinely and consistently determine functionality of equipment using Reliability Centered Maintenance practices for pumps, mechanical screens, blowers, and other equipment to prevent failure of critical infrastructure in accordance with industry leading Asset

Management principals. Prepared Monthly Operating Report and Discharge Monitoring Report for submission to regulatory authority, Rhode Island Department of Environmental Management. Supervised and managed $2M biosolids dewatering upgrade. Drafted and submit Capital Expenditure Requests to the Client to address recommended repairs. Worked with Manager of Projects to develop 5-year Capital Improvement Plan. Oversaw Industrial Pretreatment Program. Implemented and encourage a culture of safety.

**City of Meriden, Water Pollution Control Facility, Meriden, CT. Operator II.** Supervised six licensed Operators and three mechanics. Directed process control and adjustments to meet permit limitations. Worked closely with Design/Build Team to assist in planning and implementing various phases of the construction during major facility upgrade. Established and maintained working relationship with multiple vendors for developing quotes and scope of work for capital improvements and corrective/preventative maintenance. Troubleshot operational issues with a variety of pumps, motors, MCCs, PLCs, traveling filter bridges, turbo blowers, etc. and determine the most serviceable approach for corrective action. Prioritized and administered facility maintenance using Maintenance Connection (CMMS). Laboratory QA/QC administrator. Developed Standard Operating Procedures, write Activity Hazard Analyses, develop Emergency Response Program.

## Education

BS, Electrical Engineering, Oregon State University, Oregon

## Registrations

Professional Engineer: OR, CO, NM, AZ

Risk Analysis and Management for Critical Asset Protection (RAMCAP®)

Trained in Operational Risk Management (ORM)

## Memberships and Affiliations

Instructor, Vulnerability Assessment and Emergency Response Plan Training Workshops, International City/County Management Association (ICMA)

## Forrest Gist PE | Safety and Security

### Experience Summary

Forrest's areas of expertise include security, surveillance, access control, closed-circuit television (CCTV), fire alarm, toxic and flammable gas detection, and control systems. He. provides security assessment services to clients, identifying security threats and developing mitigation plans and upgrade recommendations. His infrastructure protection experience spans utilities, high-tech, commercial facilities, health care facilities, airports, food industry, and others. He has participated in more than 150 security projects in the past 11 years and has performed physical and cyber security vulnerability assessments (VAs) following the Sandia Laboratories RAM-W™ methodology for 20 water utilities in the Pacific Northwest. Mr. Gist also has extensive experience working with water utilities to mitigate security risks and also participates in management of security implementation plans.

### Select Relevant Project Experience

**City of Sacramento Department of Utilities, Security Master Plan, Sacramento, CA.** **Project Manager.** Project manager for the development of a security master plan for this 550-employee water/wastewater/stormwater management organization. Oversaw peer utility security program benchmarking efforts; evaluated existing security practices; developed long-term recommendations regarding physical security; oversaw project team recommendations regarding policies/procedures, staffing/organization, and emergency response planning, training, and exercising; and prepared the Master Plan document.

**City of Sacramento Department of Utilities, Vulnerability Assessment, Sacramento, CA.** **Project Manager.** Served as project manager for the development of a vulnerability assessment for this agency's water, wastewater, stormwater, and combined (wastewater/stormwater) utilities. Responsibilities include applying the industry-standard RAMCAP® methodology for the assessment, integrating this project's efforts with the accompanying security master plan project, and report preparation/quality assurance.

**City of Portland, Critical Infrastructure Protection Plan (Homeland Security Federal Critical Infrastructure Protection Plan), Portland, OR.** **Project Manager.** Leading the identification of critical public and private infrastructure, their crucial interdependencies, and methods for protecting critical infrastructure using best practices, and

industry and national standards. Includes the development of a ranking scheme for prioritizing more than 300 critical infrastructure assets within the five-county region serving 1.5 million residents.

**Oregon Health Sciences University, Portland, OR.** **Lead Security Engineer.** Performed evaluation and planning for the Joint Facility Call Center (JFCC). OHSU intends to replace the existing outdated Security Command/Call Center with a state-of-the-art 24x7-hour facility in a new location on their campus. The facility must support different levels of operational readiness depending on the events that need to be addressed by their Security, Public Safety, or Facility Maintenance departments.

**State of Oregon, Public Health Services/Department of Environmental Quality Laboratory, OR.** **Lead Security Engineer.** Provided security engineering services for the design of a new laboratory, including BSL3 spaces (Bio-Safety level 3).Areas of responsibility included card reader access, CCTV cameras, exterior motion detection sensors, interior intrusion detection, and fire alarm systems. Approximately 25 IP-network CCTV cameras and 50 card reader access points were included in the design.

**Wastewater, Confidential Client (serving more than 1.5 million users), Central United States.** **Corporate Security Consultant.** Developed the security improvement basis-of-design report for a wastewater treatment facility including remote lift stations. Presented a programmatic approach and basis of design for addressing several high-risk areas identified in a vulnerability assessment report. Recommendations for an integrated security program included an expandable and reliable electronics access control system, closed-circuit television and intrusion detection at remote facilities, hardening of specific buildings and critical plant components against attack, and a preferred location for a central security control facility.

## John David (JD) Harrison | Construction Management & Inspection

### Education

MSc, Construction Management, Texas A&M University, 1989

MBA, Louisiana Tech University, 1988

BSc, Construction Engineering Technology, Louisiana Tech University, 1985

### Registrations

Program Management Professional (PgMP), Project Management Institute

Project Management Professional (PMP), Project Management Institute

Certified Construction Manager (CCM), Construction Manager Certification Institute

Engineer-In-Training

### Memberships and Affiliations

Member, Construction Management Association of America (CMAA)

Member, CMAA San Diego Chapter

### Experience Summary

JD has more than 25 years of experience on engineering and construction projects and programs, with increasing roles of responsibility that include principal project manager, construction manager, quality manager, resident engineer, cost engineer, and field engineer. His project experience consists of water and wastewater pipelines (78 inches in diameter and larger), pump stations, and treatment plants (up to 310 million gallons per day). He has supervised engineers in multiple disciplines, construction managers and superintendents, and field engineering personnel through design, construction, and operations and maintenance.

### Select Relevant Project Experience

**Panama Canal Authority, Panama Canal Expansion—Pacific Locks, Panama.** **Quality Assurance Manager.** Managing quality oversight of the $1.3 billion design-build of the Pacific Locks facilities in the overall $5.3 billion expansion program. Developed quality documents, including a Quality Assurance Plan and quality sections of the contract documents. Assisted the program team in developing procedures to manage the quality of the project.

**City of San Diego, Alvarado Water Treatment Plant Upgrade and Expansion—Phases Ia, II, III, and IV, CA.** **Program Construction Manager**. Managed construction of four phases of a 7-year capital improvement program at the 200-million-gallon-per-day (mgd) plant, involving multiple contractors working simultaneously. The $31M Phase Ia, which was completed in 2005, involved demolishing the aged and seismically unsafe Earl Thomas Reservoir and building a new 35-million-gallon (MG) replacement reservoir, along with inlet, outlet, overflow, underdrain, and miscellaneous piping (up to 72 inches in diameter).

**Logistics Civilian Augmentation Program (LOGCAP IV), Fort Worth, TX.** **Director of Risk Management.** Risk management function for the global LOGCAP IV program, with project activities in Kuwait, Afghanistan, and other Middle East locations. Supervise risk management staff on individual projects, and develop Risk Registers. Conduct qualitative and quantitative analysis of program risk using Primavera PertMaster software. Perform probabilistic projections of program cost and schedule, and review

Service Award Board of Directors 2006-2007

Member, Project Management Institute

change orders. Implement risk workshops to identify risks and mitigation activities.

**Federal Emergency Management Agency (FEMA), Southern California Temporary Housing Mission.** **Operations Manager.** Responsible for day-to-day operation of temporary housing installations and turnover in response to residents' displacement because of wildfires. Effectively worked with multiple agencies to ensure proper installation of housing in multiple jurisdictions and geographic locations. Worked closely with FEMA personnel to overcome numerous challenges from steep and challenging road conditions and weather. Used risk management to effectively manage work scope development and level of quality oversight.

**City of Baltimore, Capital Improvement Program, MD.** **Senior Project Manager.** Responsible for construction management of field staff working on the City's $1.6B capital improvement program that included treatment plants and pipelines. Managed engineering services during construction for several high-visibility urban stream restoration projects. Also managed construction of a $5M landfill expansion.

**Los Angeles Department of Water and Power, Owens Lake Dust Mitigation Program—Sulfate Facilities, Keelar, CA.** **Senior Project Manager**. Responsibilities ranged from oversight of construction to managing design services during construction of $15M in office and maintenance facilities as part of a $500M program to minimize impacts of dust on the local area. The facilities consisted of four buildings utilized for office space, maintenance facilities, a vehicle wash, and water system equipment. Used Expedition 10 for document control. Used schedule analysis tools to identify the risk of the contractor not completing the project as scheduled and effectively communicated this risk with team so action could be taken.

**San Francisco Public Utilities Commission (SFPUC), Water System Improvement Program, CA.** **Senior Project Manager/Construction Manager.** PM services for SFPUC's landmark $4.3B program that involved a combination of 79 local and regional projects. Performed constructability reviews, participated in value engineering studies, and performed construction planning and scheduling for construction projects.

## Luke Leonard, PE | Support for Legal and Financial

### Education

BS, Civil Engineering, Louisiana State University

### Registrations

Professional Engineer: TX, AR, CO, IL, IN, IA, KS, LA, MO, NE, NM, ND, OK, PA, and WI

Project Management Professional (PMP)

OSHA 30 Construction Safety and Health Certified

### Experience Summary

Luke brings more than thirteen years of oil and gas and municipal water and wastewater experience, primarily in pipeline and pipeline facilities engineering and construction. He has designed and managed oil and gas pipeline projects across the United States. Luke has design, construction, and project management experience through work on engineering and construction projects all over the United States. Luke is currently an Engineer Officer (Major) in the Army National Guard and has led and managed construction projects across the world as a former platoon leader and company commander.

### Select Relevant Project Experience

**Oklahoma City, Process Flow Evaluation and System Integration Design and Implementation Services, OK.** **Project Manager.** Responsible for analyzing the city's existing business processes and software systems (focusing on the Utilities Department and Private Development); developing future state business processes and system recommendations; modeling future state processes; integrating software systems; producing requests for proposal; evaluating solution providers; and working with the city to implement the future state processes.

**Oklahoma City, Wastewater Enterprise SCADA System Upgrades, OK.** **Project Manager.** Responsible for overseeing wastewater SCADA system upgrade to meet the city's control system hardware and software standards at Oklahoma City's North Canadian WWTP, Deer Creek WWTP, Chisholm WWTP, and Witcher Pump Station. The project includes documenting existing control narratives; configuring the HMI and PLC tag database; developing new PLC codes; developing new HMI screens; testing and commissioning the new HMI system; and decommissioning the existing HMI system.

**Fayetteville Biosolids Management Master Plan, Fayetteville, AR.** **Project Manager.** Responsible for developing a master plan for the City of Fayetteville to identify solutions for the increasing solids production, energy optimization, and to improve the independence and sustainability of the city's future solids management system.

**Haikey Creek WWTP Activated Sludge Phase 1, Tulsa, OK.** **Project Manager.** Responsible for services during construction for a $20M project to construct a new 1.45-million-gallon aeration basin and masonry blower building with high speed turbo blowers at the Haikey Creek WWTP.

**AB Jewell WTP Clarifier Improvements, Tulsa, OK.** **Project Manager.** Responsible for engineering design and services during construction for three clarifier improvement projects totaling over $15M in construction to upgrade the maximum capacity of the existing clarifiers from 30 MGD to 40 MGD each using improved treatment methods and replacing the rapid mix, flocculation, and sludge collection equipment.

**Finished Water Pump Station, Stillwater, OK.** **Project Manager.** Responsible for engineering design and services during construction for a new $16M finished water pump station and replacing the existing steel clearwell with a new 1.5 million-gallon prestressed concrete clearwell at the city's water treatment plant.

**32nd Avenue Booster Pump Station and Waterline, Stillwater, OK.** **Project Manager.** Responsible for services during construction for a $7.5M project to construct a 2 MGD booster pump station, 2.8 miles of 18-inch and 24-inch waterline, and demolition of a water tower.

Contacts

**Jason M. Curl, PE**
**Client Account Manager**

**T** 720.286.5055
**E** jason.curl@jacobs.com

**Raj Mehta, PE**
**Principal in Charge**

**T** 469.941.8917
**E** raj.mehta@jacobs.com

Jacobs

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Reinventing tomorrow.

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-05**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, MAVERICK CIVIL & SURVEY LLC DBA MAVERICK ENGINEERING hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the

work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN**

**RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to COMPANY: MAVERICK CIVIL & SURVEY LLC DBA MAVERICK ENGINEERING
1909 WEST WALL STREET, SUITE K
MIDLAND, TEXAS 79701

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

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

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

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

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

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

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

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

regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 MAVERICK CIVIL & SURVEY LLC DBA MAVERICK ENGINEERING, 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

# 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.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

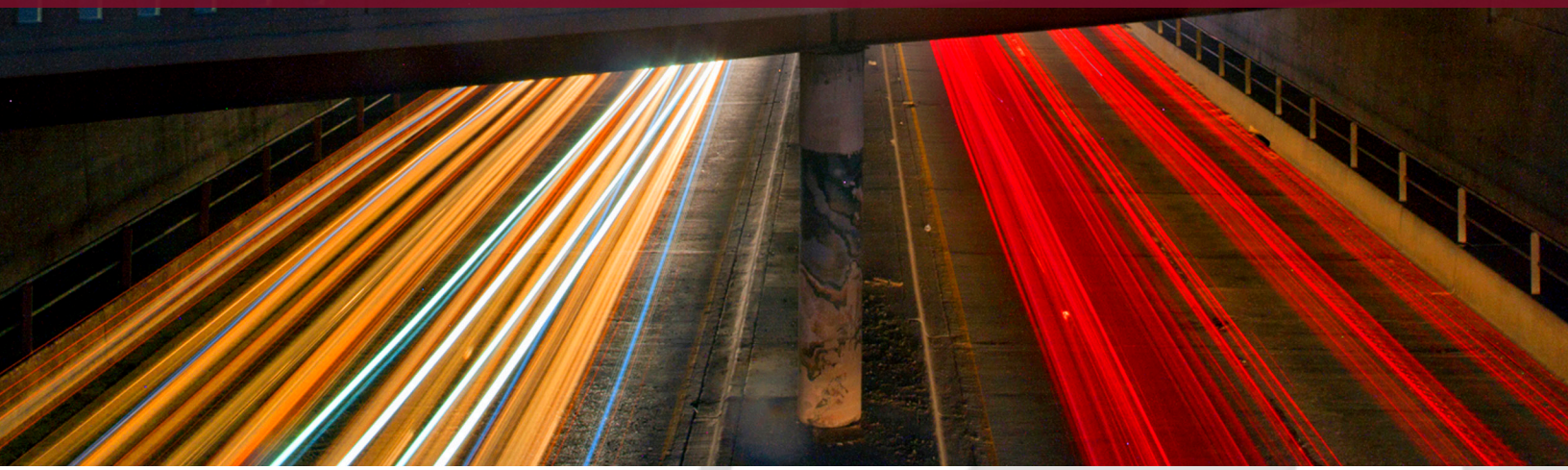
PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS | | _____ | |
|---|---|---|---|
| "CITY" | | "COMPANY" | |
| BY: | _____ | BY: | _____ |
| NAME: | Courtney B. Sharp | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____ |

# STATEMENT OF QUALIFICATIONS

for On-Call Engineering Services for the Utilities Department
RFQ 20002430



Submitted to:
Erika Munoz
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702

March 18, 2020 at 3:00 PM

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.0989

MAVERICK ENGINEERING

March 18, 2020

Dear Ms. Munoz:

Maverick Engineering is pleased to submit this Statement of Qualifications for On-Call Services for the Utilities Department. Maverick's core competencies include Land Surveying, Water Resources and general Civil Engineering. Relevant to this RFQ, Maverick is prepared to deliver technical assistance with process issues as related to existing and proposed Utilities facilities. Our team is ready to provide evaluation, design, bidding support, and construction oversight more specifically:

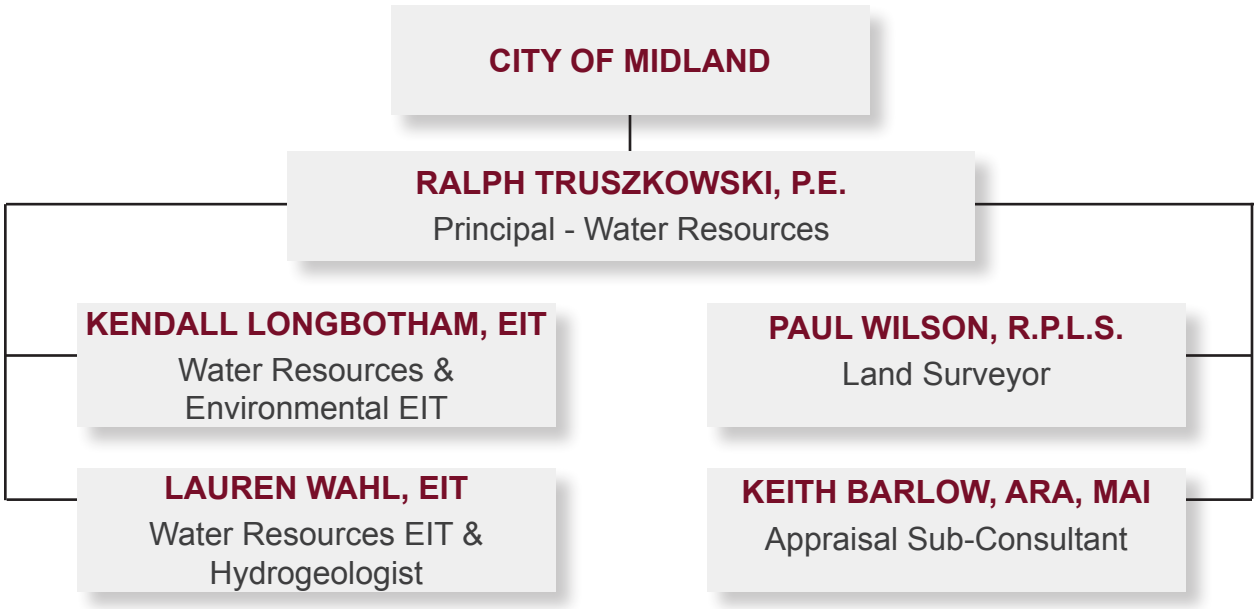
- Water distribution systems, including elevated and ground storage tanks.
- Sewage collection systems - gravity and pressure, lift stations, and force mains.
- Pump stations and pressure maintenance facilities
- Raw water sources, both surface and ground
- Regulatory issues
- Environmental, safety, security and vulnerability assessments
- Surveying, legal descriptions, and drawings
- Land and Easement negotiation, acquisition, and filing
- Design Reports, plans, specifications, contract documents, and assistance with bidding
- General compliance and permitting issues with State and Federal Agencies, including the TCEQ and USEPA
- Unique issues requiring the assistance of a Professional Engineer or related specialty technical personnel.
- Utility operations, training and manuals
- Technical support for legal and financial issues

In order to provide land acquisition and negotiation services, we choose to work with Barlow Appraisal Associates. Keith Barlow, ARA, MAI, Owner, can be reached via phone at 432.631.8512 or via mail at P.O. Box 2135, Midland, TX 79702.

Maverick has worked extensively with the City of Midland and is fully committed to our continued working relationship. We stand by our commitment to perform the tasks at hand on time and within budget. Our Principal of Water Resources, Ralph Truszkowski, P.E., will be your main point of contact and is responsible for binding our firm in contracts. He can be contacted via phone at 432.262.0999 or via mail at P.O. Box 6040, Midland, TX, 79704. Thank you for your consideration of our firm.

Very truly yours,

Jacqueline L. Mellen
Managing Partner, Maverick Engineering




| Service Areas Filled by Team Members | Ralph Truszkowski, P.E. | Kendall Longbotham, EIT | Lauren Wahl, EIT | Paul Wilson, R.P.L.S. | Keith Barlow, ARA, MAI |
|---|---|---|---|---|---|
| Existing/Proposed Utility Facility Processes | ● | ● | ● | | |
| Water Distribution Systems | ● | ● | ● | | |
| Elevated & Ground Storage Tanks | ● | ● | ● | | |
| Sewage Collection Systems (Gravity, Pressure, Lift Stations, Force Mains) | ● | ● | ● | | |
| Pump Stations & Pressure Maintenance Facilities | ● | ● | ● | | |
| Raw Water Sources (Surface & Ground) | ● | | ● | | |
| Regulatory Issues | ● | ● | ● | | |
| Environmental, Safety, Security, Vulnerability Assessments | ● | ● | | | |
| Surveying, Legal Descriptions, Drawings | | | | ● | |
| Design Reports, Plans, Specs, Contract Docs, Bid Assistance | ● | ● | ● | | |
| General Compliance & Permitting | ● | ● | ● | | |
| Utility Operations, Training & Manuals | ● | | | | |
| Water Treatment Processes for Well Fields (Remote Systems) | ● | ● | ● | | |
| MBR Systems | | ● | | | |
| Land & Easment Negotiation, Acquisition and Filing | | | | | ● |

mav • er • ick *someone with an untraditional mindset, not afraid to break from the norm*

Maverick is a **woman-owned** land surveying and civil engineering firm based in Midland, Texas. At Maverick, we embody our company name simply by doing things differently. Our hands-on, accessible team is dedicated to executing projects using innovative, practical, and cost-effective solutions. We provide straightforward guidance and high-quality solutions without the unnecessary red tape.

Maverick offers a full range of professional services in civil engineering, from land planning and development to infrastructure and public works. For public works and infrastructure projects, Maverick is trusted to deliver projects that respect the time and budget constraints at hand. Our focus is on fostering a quality standard of living, supporting growth, and ensuring accessibility.

Maverick is a distinguished firm, having been ranked by *Engineering News-Record Texas & Louisiana* as a **Top Design Firm** since 2015.

Address: 1909 W. Wall St., Ste. K, Midland, TX, 79701
Principal: Ralph Truszkowski, P.E.

## How can we help YOU?

**LAND SURVEYING:** Collecting the right data and an appropriate survey at the start of a project is key to success.

- Right of Way
- Boundary Surveys
- Topographic Surveys
- Construction Staking
- Geographic Information Systems
- Easements

**PLANNING:** We want to help you make the most of your land. We'll assess the feasibility of your visions and create a solution that meets your goals and budget.

- Land Planning
- Master Plans
- Feasibility Analysis
- Subdivision Planning
- Transportation Planning
- Utility Coordination

**WATER RESOURCES:** Developing tailored solutions for your water treatment and delivery needs.

- Municipal Water Delivery
- Water Storage Facilities
- Water Haul Solutions
- Groundwater Accessibility & Feasibility
- TCEQ Public Water Supply Design/Permits
- Wastewater Treatment Solutions

**HYDROLOGY:** From storm water engineering to wastewater flow analysis, we can provide a comprehensive look at the hydraulics of your site.

- Flood Plain Analysis
- Drainage Plans/Reports
- LOMR/CLOMR
- Channel Design
- Master Drainage Studies
- Culvert and Storm Drain Design

**CIVIL ENGINEERING DESIGN:** We offer a full range of services to carry you from conceptualization to construction.

- Paving
- Roadways
- Master Grading Plans
- Utilities
- Water & Wastewater Systems
- Specifications & Technical Details

**PROJECT MANAGEMENT:** Maverick will serve as the liaison between different parties involved and represent projects on your behalf.

- Cost Estimates
- Bid & Construction Oversight

**ADDITIONAL SERVICES:** We consult with and manage additional industry professionals to provide seamless integration.

To assist the needs of the City, Maverick will work with Barlow Appraisal Associates for land appraisal and acquisitions.

BARLOW APPRAISAL ASSOCIATES

Barlow Appraisal Associates was formed in 1983 in Midland, Texas. Over the years, Barlow Appraisal Associates has operated with a staff ranging from one to seven appraisers and interns. Nearly all staff appraisers and all interns came from the Land Economics and Real Estate Program at Texas A&M University. Their appraisers are **certified in accordance with the Texas Appraisal Licensing and Certification Act**.

Address: P.O. Box 2135, Midland, TX 79702
Principal: Keith Barlow, ARA, MAI

## RALPH E. TRUSZKOWSKI, P.E. • PRINCIPAL, WATER RESOURCES

Prior to becoming a consulting engineer, Ralph worked for the Colorado River Municipal Water District as both Manager of Engineering and Manager of Operations. He has also served as City Engineer and Utility Director for the City of Big Spring. Having worked for both public entities and consulting firms, Ralph is uniquely qualified to assist the City of Midland Utilities Department. Ralph's engineering experience encompasses design, planning, operations, funding and management of civil engineering projects with an emphasis on municipal infrastructure including wastewater systems and water systems and storage. Further projects include industrial and agricultural site development. Ralph's experience includes both engineering and utility management positions for public sector entities, and extensive experience as a consulting engineer serving municipal, architectural and private clients.

Education: Texas Tech University, B.S. Civil Engineering

Licenses: Registered P.E. in TX

Years Experience: 31

## KENDALL LONGBOTHAM, E.I.T. • WATER RESOURCES & ENVIRONMENTAL EIT

Kendall uses her background in Environmental Engineering to help bring water and wastewater solutions to the Permian Basin. Prior to joining Maverick, Kendall served as an assistant District Engineer for multiple Municipal Utility Districts in the Houston Metro area. She also worked in cooperation with the NASA Johnson Space Center as a Student Lab Assistant for the Advanced Life Support Water Recovery System Laboratory on a biological reactor used for wastewater treatment. Her background includes Feasibility Studies, Sanitary Sewer and Waterline Design, Stream Flow Measurements, Petroleum Storage Tank Removal Investigations, Surface Water Quality Monitoring, Drinking Water Investigations, and review of On-Site Sewage Facility applications and regulations.

Education: Texas Tech University, B.S. Environmental Engineering;
Texas Tech University, M.S. Environmental Engineering

Licenses: Engineer in Training in TX

Years Experience: 3

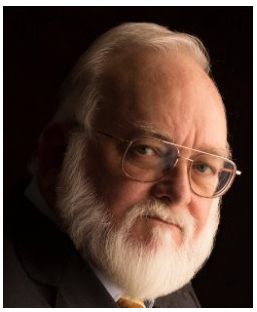
## LAUREN WAHL, E.I.T. • WATER RESOURCES EIT & HYDROGEOLOGIST

Lauren's experience is unique to the civil engineering industry. With a Bachelor degree in Geological Engineering and a Masters in Hydrology, Lauren is dedicated to developing sustainable solutions for water challenges. She believes it is especially important for communities in arid environments to be dedicated to water conservation, public outreach, and best management practices in order to protect this precious natural resource. Lauren's background includes groundwater/aquifer studies, PWS design, due diligence reports regarding feasibility of groundwater use on different sites, evaluation and sizing of industrial water transfer lines for oilfield applications, and oversight of well drilling.

Education: University of Mississippi, B.S. Geological Engineering; New Mexico Instititute of Mining and Technology, M.S. Hydrology

Licenses: Engineer in Training in TX, Engineer Intern in NM

Years Experience: 2



## PAUL WILSON, R.P.L.S. • LAND SURVEYOR

Paul supervises field crews performing a variety of surveys including boundary, topographic, improvement, and ALTA surveys. He supervises and performs legal research and writing field note descriptions for boundaries and easements. Prior to joining Maverick, Paul was a Surveying Instructor for Odessa College where he established and taught an Associate degree program in Surveying. Paul is currently pursuing his certification as a Licensed State Land Surveyor (LSLS) for the State of Texas.

Education: University of Texas at Austin, B.A. Journalism, English, Philosophy

Licenses: Registered Professional Land Surveyor in TX

Years Experience: 19

## WASTEWATER TREATMENT PLANT BAR SCREEN ADDITION AND LIFT STATION IMPROVEMENT - RANKIN, TEXAS

City of Rankin • Dwight Fredricks • 432.693.2474
P.O. Box 61, Rankin, TX 79778
Construction Cost: $300K
Completion Date: 2012

- Completed by Ralph E. Truszkowski, PE, while at another firm
- Community Development Block Grant Project for the City of Rankin to add a new manual bar screen
- Unique design utilized a 16-ft diameter fiberglass ring, reducing construction costs and providing a long term low maintenance surface in a corrosive environment
- Replacement of existing emergency generator system along with upgrades to the SCADA system, electrical controls and installation of two new flow meters

## 3 MG GROUND STORAGE REHABILITATION - FORT STOCKTON, TEXAS

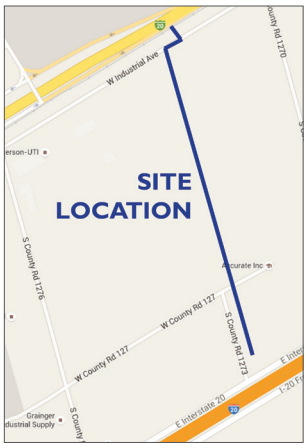
City of Fort Stockton • Aaron Ramos • 432.251.9676
PO Box 1000, Fort Stockton, TX 79735
Construction Cost: $370K
Completion Date: 2009

- Completed by Ralph E. Truszkowski, PE, while at another firm
- Failure of floor on existing 3 MG elevated storage tank allowed water to threaten damage to the tank foundation
- Rehab required recoating of the tank interior and exterior, interior structural repairs, extensive welding of the tank floor
- Upgraded SCADA system and tank valveing

## 2 MG GROUND STORAGE TANK REPLACEMENT & 40,600 GALLON STANDPIPE REHABILITATION - PECOS COUNTY, TX

City of Fort Stockton • Aaron Ramos • 432.251.9676
PO Box 1000, Fort Stockton, TX 79735
Construction Cost: GST $970K; Standpipe $ 83K
Completion Date: 2011

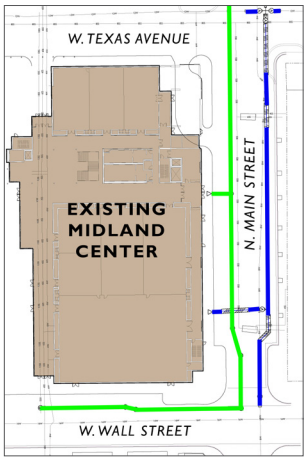
- Completed by Ralph E. Truszkowski, PE, while at another firm
- Replacement of existing 2 MG ground storage tank utilizing existing foundation to reduce cost. New tank consisted of a coated welded steel floor and shell with an aluminum dome roof to reduce future maintenance cost.
- Rehab of 40,600 Gallon standpipe requiring recoating of tank interior and exterior, interior and structural repairs. New fill line added to the tank allowing water to enter the top and exit the bottom to meet current TCEQ requirements and eliminate water quality concerns




## MAF SEWER FORCE MAIN REHABILITATION • MIDLAND, TEXAS

City of Midland • Josh Ferguson, P.E. • 432.685.7286
300 N. Loraine, Midland, TX 79702
Construction Cost: $280K
Completion Date: Ongoing • Construction Nearing Completion

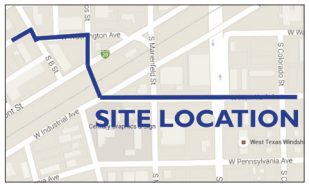
- Replacement of approximately 1,000 linear feet of sewer force main and possible pipe bursting
- Piping upgrades at the existing lift station
- Coordination with TxDOT for the replacement of the line in the existing casing
- Force Main Sewer Line Plans, Pot Holing, and Bid Documents




## MAIN STREET SEWER RE-ROUTE & WATER LINE REPLACEMENT • MIDLAND, TEXAS

City of Midland • Josh Ferguson, P.E. • 432.685.7286
300 N. Loraine, Midland, TX 79702
Construction Cost: $550K
Completion Date: 2017

- Public utility upgrades in Downtown Midland
- Rerouting of approximately 1,500 linear feet of 10” sewer line and replacement of approximately 900 linear feet water lines ranging between 6” and 12”
- Coordination with Oncor for dry utilities
- Coordination with two prior engineering plan sets to come up with the ultimate water layout alignment
- Force Main Sewer Line Plans, Water Line Plans, Pot Holing, and Bid Documents



## NEW YORK AVENUE WATER MAIN • MIDLAND, TEXAS

City of Midland • Josh Ferguson, P.E. • 432.685.7286
300 N. Loraine, Midland, TX 79702
Construction Cost: $250K
Completion Date: Ongoing • Currently in Design Review

- Replacement of approximately 1,500 linear feet of an existing 10” water main alignment
- Approximately 250 linear feet of utility bore beneath the railroad
- Coordination with TxDOT and Union Pacific Railroad
- Water Line Plans, Survey, Pot Holing, and Bid Documents

## WATER REUSE SYSTEM, RAW WATER PUMP STATION • ODESSA, TEXAS

City of Odessa • Thomas Kerr, P.E. • 432.335.3266
411 W 8th Street, Odessa, TX 79761
Construction Cost: 2018
Completion Date: $1.8M

- City of Odessa Water Reuse Water system delivers 3.5 Million Gallons a day of non-potable water to City Parks, UTPB Campus and 3 Golf Course
- The Raw Water pump station replaces the supply of reuse water from the WWTP in system with raw surface water from the CRMWD
- The constructed Raw Water Pump Station pumping capacity is 4,380 gpm, the pump station is designed ultimately be expanded to 12,000 gpm
- Coordination and regulatory approval with CRMWD (Colorado Municipal Water District) and TCEQ
- Modeling of the existing water distribution system to confirm ability to deliver water from a new point of supply
- Design of automated and remote control metering and flow control at each point of delivery
- Coordination of design with City of Odessa for Command and Control system for remote operation and monitoring of the pump station from the WWTP
- BSA Provided Electrical and Control Wiring Design
- On Site Structural provided structural design for the Electrical Control Structure and foundation for 2 each 50,000 gal FRP Ground storage Tanks

## GREENWOOD ISD WASTEWATER COLLECTION AND LIFT STATION ADDITION • MIDLAND COUNTY, TEXAS

Greenwood ISD • Byron Moreland • 432.683.6461
2700 FM 1379, Midland, Texas 79706-5330
Construction Cost: $3M
Completion Date: 2010

- Completed by Ralph E. Truszkowski, PE, while at another firm
- The entire school district K thru 12, athletic fields and administrative buildings are located on one campus. All existing facilities where converted from OSSF systems to a collection system.
- The collection system consisted of lines from 6 to 12-inch in diameter and to depth as great as 28-ft.
- The collection system terminated to a uniquely designed Lift Station utilizing two each 16-ft diameter fiberglass wet wells. One midterm lift station was required.
- The lift stations required additional capacity to provide longer response time for the limited district maintenance staff to make repairs. Both lift stations where designed with triplex pump systems with and the same pumps to provide flexibility in emergency repairs.
- The force main consisted of 9 miles of 8-inch C900 DR 18 or HDPE pipe. A segment of the force main required design for placement adjacent to an active quarry with blasting. A segment of the force main required placement in a continually saturated zone of Mustang draw.
- The force main terminated at the City of Midland Wastewater Treatment Plant.
- The force main required right of way survey, acquisition and negation with numerous private owners, Midland County and the City of Midland.
- Both lift stations required design of SCADA monitoring and alarm systems, electrical controls and provisions for emergency power.

## AVAILABILITY

Maverick is prepared to partner with the City of Midland on any upcoming projects under the On-Call Services RFQ. Our team is known for having a solutions-oriented mindset. Due to the nature of our business, we do work on multiple concurrent projects. However, all of our staff are fully available and committed to the City of Midland for the duration of any projects that may result from this SOQ.

Maverick is committed to the total success of each and every project we undertake. Working together as a team is essential to maintaining project budgets and schedules. We have assembled a diverse team capable of handling the specialized needs of the City of Midland. On site, we have four Professional Engineers, two Registered Professional Land Surveyors, one Engineer in Training, one Graduate Engineer, and four Drafters currently available to collaborate on projects of various sizes. We have an additional two Professional Engineers and one Engineer in Training working remotely that are also available.

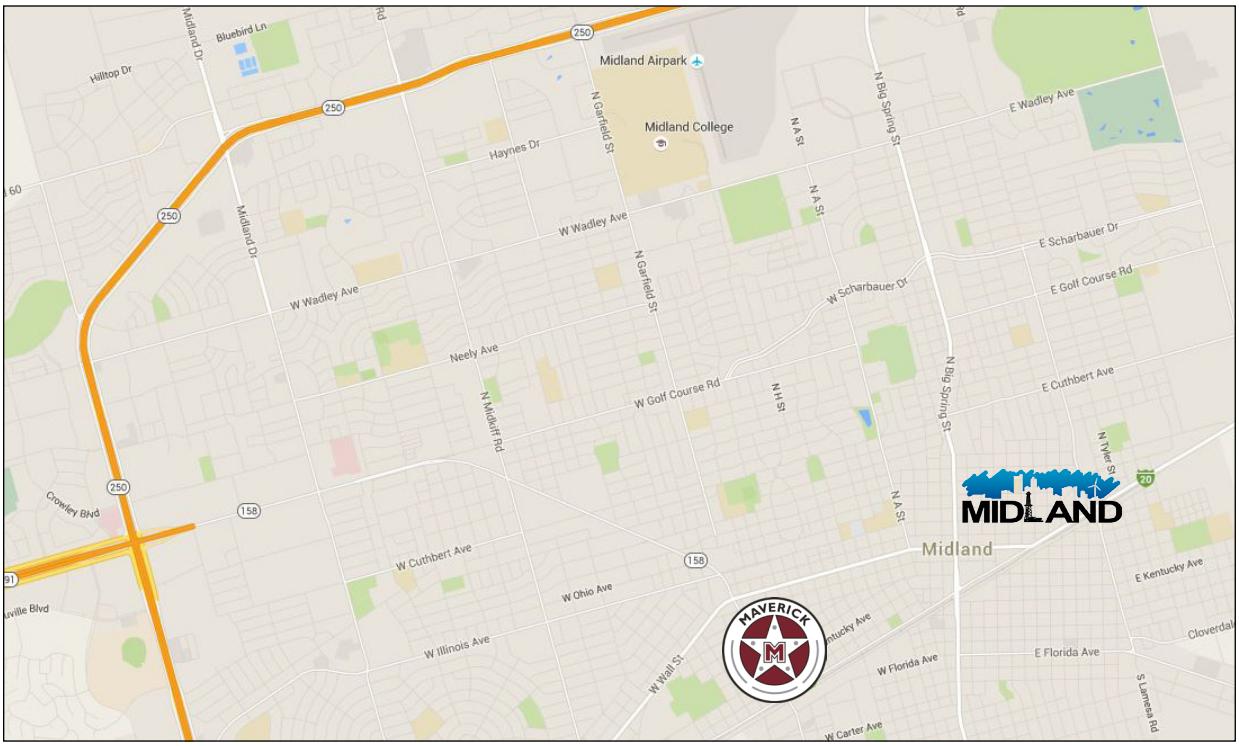
## CURRENT WORKLOAD

Our current active workload is divided into the following ranges:

| Project Construction Value | Number of Current Projects |
|---|---|
| below $1,000,001: | 52 |
| $1,000,001 - $5,000,000: | 53 |
| $5,000,001 - $10,000,000: | 16 |
| $10,000,001 and above: | 8 |

## TRAVEL TIMES

Maverick Engineering is located in close proximity to the City of Midland offices. Our offices are within a ten minute drive of the City.



## KEITH BARLOW, ARA, MAI • APPRAISER

Keith's career in the real estate industry spans over four decades. He has held many officer positions within the Appraisal Institute, American Society of Farm Managers and Rural Appraisers and Aggie Real Estate Network. On a local level, Keith was a member of the Planning and Zoning Commission of the City of Midland from 2000 to 2007. He served as Vice Chairman and Chairman, as well as serving in various committees.

Education: West Texas State University, Bachelor of Agricultural Economics; Texas A&M University, Master of Agricultural Economics / Real Estate Economics

Licenses: General Real Estate Appraiser in TX

Years Experience: 41

# 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.**

Maverick Civil & Survey, LLC dba Maverick Engineering

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.**

Not applicable
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

Jacqueline LaMotte
Signature of vendor doing business with the governmental entity

March 18, 2020
Date

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will the Required tabs count as a page?**

**A1. No.**

**Q2. Would the City allow SOQs to separate the requested information with titles of "Tab 1: Letter of Interest, Tab 2: Firm's Organizational Chart, Tab 3 etc." in a running document as opposed to physical tabs separating the sections?**

**A2. No.**

**Q3. To adequately address the 20 service categories listed in section 1.5 of the RFQ, would the City allow additional project experience to be included in the appendix? Perhaps limit to one page per service category?**

**A3. Yes**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering

Company Name

Bidder Authorized Signature

March 18, 2020
Date

Jacqueline L. Mellen
Please Print Above Name

432-262-0999
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Is there an online portal that we can monitor for addendums and QA responses?**

**A1. The online portal where you can monitor bids are at https://www.midlandtexas.gov/bids.aspx and of course can always call the purchasing department at 432-685-7234 for additional information.**

**Q2. Does the Conflict of Interest Questionnaire count towards the 12-page limit.**

**A2. No.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
Company Name

| | |
|---|---|
| | March 18, 2020 |
| Bidder Authorized Signature | Date |
| Jacqueline L. Mellen | 432-262-0999 |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Under 1.5 Services Required, one of the requirements is *Direct Supervision, inspection and construction materials testing of construction projects,* could you please clarify if this includes asbestos inspection?**

**A1. Services could include asbestos inspection if your firm provides those services. We are selecting up to six firms.**

**Q2. Under 1.5 Services Required, one of the requirements is *Technical support for legal and financial issues,* could you please clarify or expand on the type of support required? Could you please give an example?**

**A2. These services could include, project documentation, support, and review, expert testimonies, resolution, mitigation or litigation support as it relates to insurance claims or construction and engineering disputes.**

**Q3. Under 3.7.1 An assessment of the present workload at the office where this project will be accomplished, including the number of projects by size and on-site technical staff availability, could you please clarify What you mean by the number of projects by size? Does it mean construction cost size or project area size/LF/square ft?**

**A3. Size is typically given in cost.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
Company Name

Bidder Authorized Signature — March 18, 2020 (Date)

Jacqueline L. Mellen (Please Print Above Name) — 432-262-0999 (Phone)

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will category 9 (Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years) count against the 12 page limit?**

**A1. No.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
Company Name

_____ March 18, 2020
Bidder Authorized Signature — Date

Jacqueline L. Mellen — 432-262-0999
Please Print Above Name — Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: March 5, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. When the City put out the on-call Engineering Services RFQ in 2015 they provided an addendum that stated: "*The response does not have to address each area of section 1.5 - only those areas that each company has expertise in. Points are not based on quantity of areas of expertise, only in each specific target area. Respondents are discouraged from "partnering" with other firms to cover each area of expertise.*"**

**Is it the City's intent to use the same criteria in this RFQ?**

**A1. Yes.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
_____
Company Name

_____ March 18, 2020
Bidder Authorized Signature — Date

Jacqueline L. Mellen — 432-262-0999
Please Print Above Name — Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: March 9, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Clarification of addendum #5. As per addendum #5, Respondents are discouraged from "partnering" with other firms to cover each area of expertise.". Could you please clarify if respondents still need to answer RFQ item 3.9 Service provider subconsultant project team?**

**A1. Strike the word "discouraged" from addendum #5. Respondents CAN, in fact, partner (use sub consultants). The intention of addendum #5 is to provide respondents with an understanding that they are not required to cover all items under section 1.5 SERVICES REQUIRED. If the primary firm is not capable of providing certain services, they will not be disqualified or have the omitted services counted against them during selection. If a respondent is using subs, then requirements under 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM should be addressed. If no subs are used this section is not applicable.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
Company Name

Bidder Authorized Signature — March 18, 2020 (Date)

Jacqueline L. Mellen (Please Print Above Name) — 432-262-0999 (Phone)

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 7

DATE: March 16, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Does the City prefer that we title the sections with the headings listed in 2.10 or 3 of the RFP?**

**A1. The format and headings required are listed in 2.1 SOQ PREPARATION/FORMAT**

**Q2. Does the City require a Table of Contents and if so, will this be counted toward the page limit?**

**A2. No. Table of Contents is NOT required. If one is used it will NOT count towards the 12-page limit.**

**Q3. We see that the sample contract is included as part of the RFP, does the City want our SOQ to address any exceptions or our acceptance of this contract?**

**A3. NO. Any exceptions to the contract will be addressed after selection.**

**Q4. If so, in what portion of our SOQ should this be included?**
**N/A**

**A4. N/A see Q3.**

**Q5. What does the City consider 'recent' in regards to the similar projects?**

**A5. We will leave this open to interpretation from the respondent.**

**Q6. Please confirm that information for drilling and laboratory subcontractors would not be required at this time. We are assuming that Subconsultants refer to other engineering / consulting firms which the Prime Contractor plans to used to provide the specified services.**

**A6. The term "sub-consultants" refers to other firms used to meet services required under 1.5 SERVICES REQUIRED.**

**Q7. In regards to the font and margin requirements, is it possible to have some of the graphics and images bleed over into the margin? As long as it is not text?**

**A7. NO.**

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

*All other terms and conditions shall remain the same.*

Maverick Civil & Survey, LLC
dba Maverick Engineering
_____
Company Name

_____ March 18, 2020
Bidder Authorized Signature Date

Jacqueline L. Mellen 432-262-0999
Please Print Above Name Phone

We are pleased to report the Maverick team has not been subjected to any legal actions within the past five years.  Our team is known for excellent responsiveness and quality work.

# RALPH E. TRUSZKOWSKI, P.E. | PRINCIPAL, WATER RESOURCES

Ralph joined Maverick Engineering in 2016 contributing his 30 plus years of engineering experience and dedicated service to the Permian Basin. Ralph has a prolific background in the design, planning, operations, funding, and management of engineering projects with emphasis on municipal infrastructure including water resources, wastewater systems, and storage. Throughout his career, Ralph has excelled in management positions across the spectrum of industry including public sphere entities with an extensive tenure consulting clients from the municipal, agricultural, architectural, and private sectors. As Maverick's Principal Water Resources Engineer, Ralph's mastery of the discipline serves as an asset to the firm and an in-house value added resource for all of our clients.

## SELECT EXPERIENCE

City of Midland Wadley Barron Lift Station

City of Midland Hill Park Lift Station

City of Midland Thomason Drive Utility Improvements

City of Midland New York Avenue Water Main

City of Midland MAF Sewer Force Main Rehabilitation

City of Midland Main Street Sewer Re-Route

City of Midland Main Street Water Line Replacement

City of Odessa Water Reuse System, Raw Water Pump Station

City of Fort Stockton 3 MG Ground Storage Rehabilitation

City of Fort Stockton/Pecos County 2 MG Ground Storage Tank Replacement & 40,600 Gallon Standpipe Rehabilitation

City of Rankin Wastewater Treatment Plant Bar Screen Addition & Lift Station Improvement

Greenwood ISD Wastewater Collection & Lift Station Addition

## EDUCATION

B.S. Civil Engineering
Texas Tech University

## REGISTRATIONS

Professional Engineer:
Texas, 72450

## AFFILIATIONS

American Water Works Association

Texas Water Utility Association

National Society of Professional Engineers

American Society of Civil Engineers

Texas Desalination Association

Texas Municipal League

# KENDALL S. LONGBOTHAM, E.I.T. | WATER RESOURCES & ENVIRONMENTAL EIT

Kendall uses her background in Environmental Engineering to help bring water and wastewater solutions to the Permian Basin. Prior to joining Maverick, Kendall served as an assistant District Engineer for multiple Municipal Utility Districts in the Houston Metro area. She also worked in cooperation with the NASA Johnson Space Center as a Student Lab Assistant for the Advanced Life Support Water Recovery System Laboratory on a biological reactor used for wastewater treatment. Her background includes Feasibility Studies, Sanitary Sewer and Waterline Design, Stream Flow Measurements, Petroleum Storage Tank Removal Investigations, Surface Water Quality Monitoring, Drinking Water Investigations, and review of On-Site Sewage Facility applications and regulations.

## SELECT EXPERIENCE

City of Midland Hill Park Drainage Improvements

Reeves County Workforce Housing On-Site Sewage Facility System

Odessa Lodge Occupancy Increase Upgrades

CR60 Workforce Housing

Sanitary Sewer Pipe Bursting – Heatherloch MUD

8-inch Sanitary Sewer Extension – Emerald Forest UD

Waterline Replacement – Northampton MUD

Sanitary Sewer Extension – Bridgestone MUD

Sanitary Sewer Extension – HC MUD No. 149

Bond Application Reports (TCEQ)

Surplus Funds Application Reports (TCEQ)

Annexation Applications to the City of Houston

Feasibility Studies

Water Rate Analysis

Water Conservation Plan Update

Commercial & Residential WS&D Plan Reviews

Capital Improvements Plan

## EDUCATION

B.S. Environmental Engineering
Texas Tech University

M.S. Environmental Engineering
Texas Tech University

## REGISTRATIONS

Engineer in Training: Texas, 63107

## AFFILIATIONS

Water Environment Federation

# LAUREN B. WAHL, E.I.T. | WATER RESOURCES EIT & HYDROGEOLOGIST

Lauren's experience is unique to the civil engineering industry. With a Bachelor degree in Geological Engineering and a Masters in Hydrology, Lauren is dedicated to developing sustainable solutions for water challenges. She believes it is especially important for communities in arid environments to be dedicated to water conservation, public outreach, and best management practices in order to protect this precious natural resource. Since joining Maverick, Lauren has completed groundwater/aquifer studies, PWS design, due diligence reports regarding feasibility of groundwater use on different sites, evaluation and sizing of industrial water transfer lines for oilfield application, and oversight of well drilling.

## SELECT EXPERIENCE

Petroplex Odessa West (Water & Wastewater Design)

Odessa Master Site Plan (Wastewater Usage Rates)

Keystone Light Industrial Park Lift Station Design

Homeline Baptist Church Lift Station Design

Parsley Energy Field Office Public Water Supply

1450 Lodging Workforce Housing Public Water Supply

CR60 Corporate Ranch Workforce Housing Public Water Supply

CR1270 Workforce Housing Public Water Supply

285 Workforce Housing Public Water Supply

Midland Yard Oil Service Support Facility Public Water Supply

Delek US Convenience Stores Public Water Supply

US 385 Odessa Lodge Workforce Housing Public Water Supply

The Park at 1788 S Workforce Housing Public Water Supply

## EDUCATION

B.S. Geological Engineering
University of Mississippi

M.S. Hydrology
New Mexico Institute of Mining and Technology

## REGISTRATIONS

Engineer in Training:
Texas, 66507

Engineer Intern:
New Mexico, 7495

## AFFILIATIONS

Member, American Society of Civil Engineers, West Texas Chapter

Member, Geological Society of America

## HONORS & AWARDS

Hantush Fellowship, New Mexico Tech

Taylor Medal, University of Mississippi

School of Engineering Senior Leadership Award, University of Mississippi

# PAUL A. WILSON, R.P.L.S. | LAND SURVEYOR

Paul is Maverick's lead Professional Land Surveyor and has been working in the land surveying field for nearly 20 years. Paul supervises field crews performing variety of surveys including boundary, topographic, improvement, and ALTA surveys. He supervises and performs legal research and writing field note descriptions for boundaries and easements. Prior to joining Maverick, Paul was a Surveying Instructor for Odessa College where he established and taught an Associate degree program in Surveying. Paul is currently pursuing his certification as a Licensed State Land Surveyor (LSLS) for the State of Texas.

## CITY OF MIDLAND PROJECTS

Big Spring Property Title Survey & Plat Task Order M10 2019

Hill Park Lift Station 2019 Topography Survey Task Order M7 2019

## OTHER RELEVANT PROJECTS

Monahans Economic Development Corporation Master Planning

ECR 45 Midland Subdivision Title and Topographic Survey

Claydesta Plaza, Section 14 Plat

ALTA for 64.52 Acre Tract, N/2, Section 48, Block 40, T-1-S, T&P RR CO Survey, Midland County, Texas

ATMOS Energy Florida & Baird TxDOT Crossing Survey & Staking

## EDUCATION

B.A. Journalism, English, Philosophy
University of Texas at Austin

## REGISTRATIONS

Professional Land Surveyor:
Texas, 6135

## AFFILIATIONS

Member, Texas Society of Professional Surveyors

# KEITH BARLOW, ARA, MAI | REAL ESTATE APPRAISER

Keith's career in the real estate industry spans over four decades. His career began in Amarillo with the real estate appraisal firm of Charles R. Rhodes and Associates in 1976. He became an independent real estate appraiser in January 1979 and taught Rural Appraisal at West Texas State. Later, he became an independent contractor with Doane-Western, moving to Midland as office manager. In 1983, he opened Barlow Appraisal Associates which continues in operation today. In 2008, Keith was awarded the designation of MRICS, which is a Member, Royal Institution of Chartered Surveyors. That designation was upgraded in 2010 to FRICS or Fellow, Royal Institution of Chartered Surveyors. In addition to his many accolaides as an appraiser, Keith is a licensed Real Estate Broker and is a member of the Midland Board of Realtors.

## SELECT CITY OF MIDLAND EXPERIENCE

Garfield & Cotton Flat Road Project, 2006-2007

Holiday Hill Road Project, 2007

Review Appraisal Work for Midland Community Development

City of Midland Planning and Zoning Commission:

- Member 2000 to 2007
- Vice Chairman 2004-2005
- Chairman 2005-2006

## REPRESENTATIVE CLIENTS

City of Andrews

City of Lubbock

City of Midland

City of Odessa

Colorado River Municipal Water District

Texas Department of Transporation

Univeristy of Texas System

## EDUCATION

Bachelor of Agricultural Economics
West Texas State University

Master of Agricultural Economics, Specializing in Real Estate Economics
Texas A&M University

## CERTIFICATIONS

Texas State General Real Estate Appraiser: TX-1320776-G

Accredited Rural Appraiser, American Society of Farm Managers and Rural Appraisers; Certificate No. 657

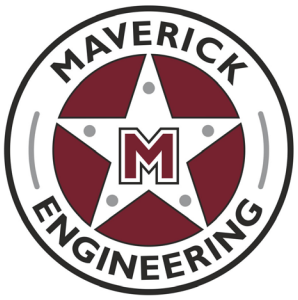
Member, Appraisal Institute; Certificate No. 6509

## AFFILIATIONS

Past President, Appraisal Institute, Texas Plains Chapter

Past Vice President, American Society of Farm Managers and Rural Appraisers, District V

Past President, Society of Texas A&M Real Estate Professionals




**STRAIGHTFORWARD GUIDANCE**

**TRANSPARENT COMMUNICATION**

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**www.maverick-eng.com**

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**#20002430-06**

**THIS AGREEMENT** is made and effective the 27 day of May 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL SMITH & COOPER INC DBA PSC hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from May 27, 2020 until May 26, 2025, unless the project is completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of

COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain

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

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

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

## ARTICLE X. ATTORNEY FEES

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

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND**

**CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

| | |
|---|---|
| If to CITY: | City Manager's Office<br>P.O. Box 1152<br>Midland, Texas 79702 |
| If to COMPANY: | PARKHILL SMITH & COOPER INC DBA PSC<br>1700 WEST WALL STREET<br>MIDLAND, TEXAS 79701 |

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration

of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

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

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 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 Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) 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.

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

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 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 PARKHILL SMITH & COOPER INC DBA PSC, 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

# 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.

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Courtney B. Sharp | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

CITY OF MIDLAND

# ON-CALL ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT

Statement of Qualifications
RFQ 20002430
Date of Submittal: March 18, 2020
3:00 PM

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, Texas 79701

PSC PARKHILLSMITH&COOPER

PARKHILLSMITH&COOPER
PSC

1700 W. Wall Street, Suite 100
Midland, Texas 79701
432.697.1447

# 3.2 Letter of Interest

March 18, 2020

Carl Craigo, PE
City of Midland Purchasing Manager
300 North Loraine
Midland, Texas 79701

**Re: Request for Qualifications (RFQ 20002430) - On-Call Engineering Services for the Utilities Department**

Dear Selection Committee:

**Parkhill, Smith & Cooper Inc. (PSC)** appreciates the opportunity to submit our qualifications for providing engineering services to the city of Midland on your upcoming utilities projects. PSC looks forward to providing the city with a superior engineering product and outstanding service. Given our unique understanding of the city and our broad experience in all aspects of municipal engineering from the regulatory aspects, through every phase of design and construction, we believe we are distinctly qualified to fulfill all the requirements stated in your RFQ. Our team offers local offices with local employees, and we are dedicated to delivering successful projects for our hometown at a schedule that meets the city's needs. Below are a few of the benefits we offer to the city:

***Understanding of the Work*** *– As defined in the RFQ, the city of Midland is seeking technical expertise and oversight in an array of utility disciplines. Ranging from water and wastewater infrastructure to municipal planning and asset management, PSC possesses the knowledge and expertise required to fulfill the role as not only experienced engineer, but trusted advisor for all your upcoming projects. With an employee capacity which is tops in the region, PSC will always possess the required staff to address the work in a timely and efficient manner.*

***Qualifications of the Firm*** *– PSC is a 400+ person engineering / architectural firm that was established in West Texas in 1945. Our Midland office was established in 1979, and for more than 35 years, PSC has worked closely with city of Midland staff in the design of municipal projects, including drainage, water, wastewater, and infrastructure planning.*

***Qualifications of the Team*** *– PSC and Daniel B. Stephens & Associates have worked together on multiple infrastructure projects across the state of Texas, including numerous groundwater studies and development ventures.*

***Experience Working with State and Local Construction Standards*** *– PSC is well versed in the design of water, wastewater, and drainage infrastructure projects that conform to state regulations and city of Midland construction standards. PSC is also knowledgeable concerning what it takes to complete treatment assessment plans and modeling simulations for the city of Midland.*

***Building Community*** *– This motto directs the PSC Team in everything we do, and this project fits our highest calling. We will be fully dedicated to making this undertaking a successful and positive outcome for our community.*

In closing, we have assembled the best combination of engineering expertise to assist the city of Midland in developing these projects. Furthermore, we believe our specific knowledge and years of experience in our community sets us apart from other firms. We thank you for providing us with this opportunity.

Sincerely,

Ryan Kennerly

Ryan Kennerly, PE
Principal-in-Charge
255 N. Center Street, Suite 200 Arlington,TX 76011
P: 817.649.3216

**Ryan Kennerly is authorized to bind the firm.**

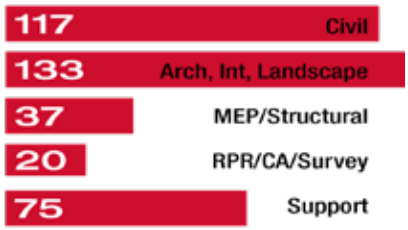
T. Neil Blandford, PG
Principal Hydrologist/Senior Vice President
Daniel B. Stephens & Associates, Inc.
4400 Alameda Boulevard NE, Suite C
Albuquerque, New Mexico 87113
P: 505.353.9105

# 3.3 PSC Organizational Chart

PARKHILLSMITH&COOPER

**Personnel**

PSC constantly seeks highly-qualified, self-motivated personnel. The full capacity of our staff to provide professional services now includes:




**Established in 1945**
**400+ employees**
**10 offices**
**5 Civil Sectors**
**6 Architecture Sectors**
**350+ active clients**

MIDLAND
Feel the Energy!

**Principal-in-Charge**
**Program Manager**
*Ryan Kennerly, PE*

**Technical Oversight and Review**
*Zane Edwards, PE*

**Water Resources**
*Kyle Krueger, PE*

**Treatment**
*Daniel Albus, PE*

**SUPPLEMENTAL SERVICES**

**Electrical / I&C**
*Marcy Trujillo, PE*

*Shaun Tidwell, PE*

*Dean Lackey, PE*

**Modeling/GIS & Planning**

*Chris Nance, PE*

*Landon Allen, PE*

**Surveying**

*Sam Wyatt, RPLS*
*Topographic Surveys*
*Boundary Surveys*
*Right-of-Way Surveys*

**Construction**

*Mark Aaron Carpenter*
*Resident Project Representative*

*Kristian Gonzalez*
*Project Assistant*

**Hydrogeologists (DBSA)**
*Neil Blandford, PG*
*Farag Botros, PhD, PE*
*Amy Ewing, PG*
*Stephanie Moore, PG*

PSC WATER **PSC Water Ops**

*Brian Stephens, PE*
*Principal-in-Charge*

*Dave Clausen*
*Senior Operator*

# 3.4 PSC Qualifications

### 3.4.1 Parkhill, Smith & Cooper Inc.

**255 North Center Street, Suite 200**
**Arlington, Texas 76011**

**Ryan Kennerly, PE will be the Principal-in-Charge.**

The partnership of PSC engineered its first project in Lubbock, Texas in 1945. Building on that solid foundation, PSC opened the Midland office in 1979, continuing with a tradition of personalized client service, technical expertise, and innovative engineering and architectural design. A full range of design services is provided through the firm's seven offices.

For the services required in this RFQ, a deep level of local knowledge will be vital to their success. PSC brings to Midland the most direct local experience, including 13 licensed civil engineers in the Midland office alone.

**PSC Organization**

PSC has organized its Civil Engineering staff into areas of expertise we call "sectors". Each sector has individuals with similar related technical knowledge and experience grouped into teams. Our sectors are able to respond to specific project needs across our geographical coverage. Each sector is led by a Director and Team Leaders. PSC's Sector Directors and Team Leaders are Owners and Associates of PSC assuring you that your project will have our full attention.

The PSC sectors suited to your project include:

- **WATER RESOURCES** – PSC's expertise in the planning and design of well field development facilities, water distribution facilities, wastewater collection facilities, and other municipal infrastructure. Teams from this sector will primarily be assigned to tasks related to Distribution & Collection Systems, Groundwater, and SCADA Support.
- **TREATMENT** – PSC's expertise in Water and Wastewater Plants ranging from planning, permitting, through design and construction. Teams from this sector will primarily be assigned to the tasks related to the Water Plant, Wastewater Plant, and Miscellaneous Treatment.

As you can see, the city of Midland's specific project needs are well aligned with PSC's sector expertise. From this organizational structure, we have assigned a Program Manager for your project from within the Water Resources Sector as the person best suited to lead a multitude of projects. Your Program Manager will coordinate and communicate the work to be performed by one of four Project Managers and will coordinate and schedule the work of our Hydrogeologist subconsultant.

# 3.5 PSC Project Team

PSC has selected the following qualified professionals as the key staff members for your project. We believe that this core group of professionals will deliver extremely successful projects for the city of Midland staff.

**Ryan Kennerly, PE, DBIA** will fill the role of Principal-in-Charge and oversee all water resources related projects. Ryan is a team leader for PSC's Water Resources Sector and is involved in master planning and construction of potable well fields, hydraulic analysis through modeling software, Water study development plans (future analysis), Sewer piping and lift station design, and pump station design.

**Zane Edwards, PE** will serve as the Technical Oversight and Review member for the team. His experience includes 25 plus years of working with many cities throughout the Texas Panhandle and solving their infrastructure needs related to water and wastewater. Zane has also been involved in some of the region's largest water supply projects such as all phases of the Canadian River Municipal Water Authority Well Field Project, Lake Alan Henry Water Supply Project, and Midland's T-Bar Well Field Project. Zane is the Sector Director for PSC's Infrastructure Sector.

**Daniel Albus, PE** will lead the treatment projects. Daniel is a Senior Associate and Team Leader of PSC's Treatment Sector. As an expert in water and wastewater treatment, he has directed engineering services for projects ranging in size of $1 million up to $50 million. Daniel is a dedicated advocate to the Engineering profession and is actively involved in the National Society of Professional Engineers and American Society of Civil Engineers. For his dedication and professional conduct, Daniel was recognized as the "Young Engineer of the Year" for the South Plains Chapter of TSPE in 2019.

**Marcy Trujillo, PE, CBCP** will lead the electrical / instrumentation and controls projects. Marcy is a Firm Principal with over 25 years of electrical engineering experience with an emphasis on industrial power systems design, plant automation, and power generation. He oversees electrical and controls systems engineering for all of PSC's Civil Division projects including water and wastewater treatment facilities and pumping stations, oil and gas facilities, and roadway illumination designs. Since 2004, Marcy has been the Project Manager for the city of El Paso Electrical On-Call Services contract.

**Brian Stephens, PE** Brian Stephens, PE, is a Principal and Director PSC Water. Currently operating over $350M in combined infrastructure assets, Brian is passionate about providing clean and affordable potable drinking water to PSC's clients. He identifies and provides effective treatment and reuse solutions to our clients' treatment of wastewater so we can minimize our effect of potable groundwater usage here in our West Texas and Southeast New Mexico communities.

# 3.6 PSC Projects with Reference Contacts

***Contact:***
Jose Cuevas
MCFWSD President
1700 West Wall Street, S 100
Midland, Texas 79701
432.697.1447

***Project Relevancy:***
Waterline Installation
Hydraulic Modeling

**Midland County Fresh Water District 1788 12" Waterline Extension Loop - *Midland County***

After completion of the T-Bar transmission facilities, the Midland County Fresh Water Supply District No. 1 wanted to expand its infrastructure to serve growth west of the City of Midland along TX 191 and FM 1788, including the Wagner Noel Performing Arts Center. PSC provided hydraulic modeling which provided justification for the need and sizing of the proposed lines. PSC completed the design for approximately 8,500 feet of 16-inch and 6,500 feet of 12-inch waterline. The project included a 120-foot bore under FM 1788 & 300-foot bore under TX 191.

***Contact:***
Carl Craigo
Utilities Director
City of Midland
300 N. Loraine
Midland, Texas 79702
432.685.7261

***Project Relevancy:***
Wastewater Piping
Surveying
Easement Acquisition

**Midland Northeast Sanitary Sewer - *Midland, Texas***

With the recent oil and gas booms in the Permian Basin, the City of Midland has seen large growth in and around the City which has brought on increased need for infrastructure to support this growth. The City hired PSC to design a wastewater main line to support growth in the northeast part of the City. The wastewater main needed to be sized to carry all wastewater flows from 10,000 housing units and extends from the county line south to the existing wastewater treatment plant, approximately 7.5 miles, where it will terminate into a new bar screen. The line travels through a densely developed area and crosses three major roadways, Loop 250, Business 20 and Interstate 20 which all require tunneling due to the depth of the line. The line is approximately 42 feet deep at the Loop 250 crossing.

The project scope for PSC included analyzing potential routes, preparing the opinion of probable cost, acquiring rights-of-way and temporary construction easements, survey of the entire route, survey of boundaries for acquisition and easements, environmental and archeological analysis, level A subsurface utility engineering, geotechnical investigation, permits, coordination with regulatory agencies and a full set of plans and specifications for bid and construction. The estimated construction costs for this project is $30M and construction is scheduled to begin in May 2020.

***Contact:***
Dru Graves, City Administrator
City of Crane
115 W. Eighth Street
Crane, Texas 79731
P. 432.558.3563

***Project Relevancy:***
Water system rehabilitation
Construction Manager at Risk (CMaR)

**Crane Well Field Project - *Crane, Texas***
PSC has been tasked with evaluating the existing water source life expectancy, along with the well field production and transmission system infrastructure condition. The evaluation included preliminary examination of the condition of the current facilities, volume of water supply available and determining ability to produce and transmitting the water needs for the citizens of Crane County and surrounding areas within regulatory requirements.

After preliminary evaluation the project scope was finalized to include the complete rehabilitation of three booster pump stations, seven ground storage reservoirs, two elevated storage reservoirs, a total of 78 miles of PVC piping, 52 potable wells, and SCADA communications system.

In addition to rehabilitation, PSC has assisted the city in purchasing and developing groundwater water rights to meet the needs of citizens for more than 50 years. The total estimated project costs are $40,000,000.

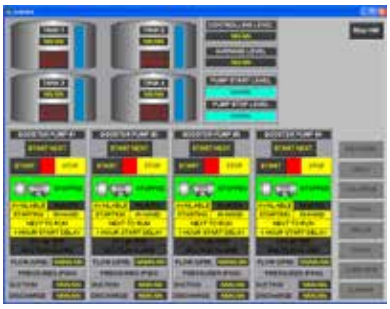
***Contact:***
Nick Williams
Public Works Director
City of Stephenville
298 W. Washington Street
Stephenville, TX 76401
254.918.1223

***Project Relevancy:***
Lift Stations
TWDB Funding

**Stephenville ESS Interceptor – *Stephenville, Texas***
This master planned project will aid in the future growth of the City of Stephenville in under developed areas primarily caused by the lack of adequate infrastructure. Through the analysis of all existing and future drainage basins and the project impacts to the local river system, the 48-inch sewer interceptor proved to be a complex design as overall depths varied anywhere from 20 to 45 feet below ground surface. Included in the project scope was a 20 million gallon-per-day lift station to relieve aging infrastructure and support the added flow. Showing PSC's value to City management, capabilities including survey, easement acquisition, environmental coordination, hydraulic investigation and construction oversight were all performed in-house. Local staff also met with officials from the EPA to gain archeological and wetland clearance prior to construction to mitigate the liklihood of post design change orders.

***Contact:***
Jonathan Gresham, Chief Utility Engineer
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105
P. 806.378.4265

***Project Relevancy:***
SCADA design
Hydrogeology



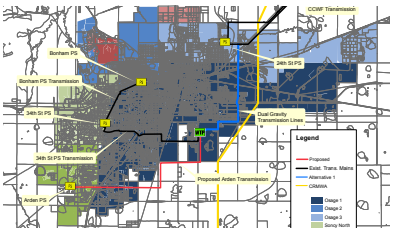
**Amarillo Potter County Well Field SCADA - *Amarillo, Texas***

The Potter County Well Field SCADA system consisted of 21 wells and one pump station, with network repeaters and HMI interfaces at two existing pump stations, and a central HMI at the Osage water treatment plant. This SCADA system was designed and commissioned in three phases. Phase I - the Pump Station Control System; Phase II - the Well Pump Control System and radio network; and Phase III - the radio network that connected the new well field and booster station to the city's central control facility.

The equipment installation for Phase I and Phase II was performed by the general contractor for those respective pump station and well field construction projects, and equipment installation for Phase III was performed under a separate bid. Although all three phases had a different instrumentation contractor, the detailed SCADA design was done by PSC. PSC made certain that the same equipment, panel layouts, power distribution, and I/O wiring methodology were followed throughout.

***Contact:***
Jonathan Gresham, Chief Utility Engineer
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105
P. 806.378.4265

***Project Relevancy:***
GIS / Modeling
Pumping Systems



**24th Street Pump Station Water Distribution Model - *Amarillo, Texas***

The 24th Street Pump Station Water Distribution Model project followed the completion of the Potter County Well Field projects and was developed to analyze the impact of a major expansion of the city of Amarillo's groundwater supply. PSC identified water system infrastructure improvements required to accommodate 2030 peak demands in all areas of the city with city-owned groundwater supplies only – i.e., groundwater produced from the Carson County Well Field (CCWF) and the Potter County Well Field (PCWF). Three scenarios were identified and analyzed to determine the most viable method of moving groundwater efficiently and economically into the distribution system. Two projects were identified and adopted for implementation as a result of the study – 1) a parallel, gravity fed 36-inch transmission main from the 24th Street Pump Station to the Osage Water Treatment Plant; and 2) the Arden 36-Inch Transmission main from the Osage WTP to the Arden Pump Station. A new 2.5 MG ground storage tank and an additional 400 HP vertical turbine pump were also identified as being needed at the Arden pump station site.

# Groundwater Supply Alternatives and Well Field Sustainability Analysis

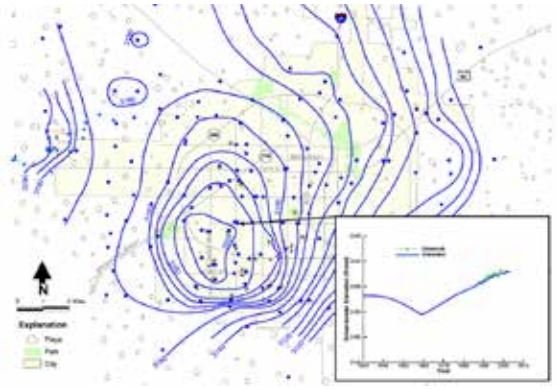
**Lubbock, Texas**

## Client

**City of Lubbock**

## Highlights

- Completed detailed groundwater availability studies
- Developed project database and GIS
- Created groundwater flow models



Groundwater mound beneath Lubbock, Texas and calibration hydrograph

DBS&A completed a groundwater availability study for the City of Lubbock (City) to evaluate the sustainability of alternative groundwater sources over a 50-year period. One resource evaluated is a mound of groundwater that has formed beneath the City over the past several decades due to increased recharge beneath playas; a second source of supply evaluated is the City's Bailey County well field. Both of these groundwater sources are from the Southern Ogallala aquifer.

DBS&A completed the following tasks:

- Evaluated groundwater recharge, historical water level changes and Ogallala aquifer water quality beneath the City and adjoining regions
- Developed a project database and geographic information system (GIS) to efficiently store and utilize key project information
- Developed groundwater flow models to assess the sustainability of pumping beneath the City and within the Bailey County well field. Local models specific to each area were developed based on the Southern Ogallala groundwater availability model (GAM) developed by DBS&A. Substantial additional calibration was conducted for each of the local model areas (Lubbock, Bailey, Parmer and Lamb counties) based on numerous observation well hydrographs
- Researched and considered in the model simulations additional historical and future sources of groundwater pumping, such as the Southwestern Public Service Tolk Station near Lubbock's Bailey County Well Field
- Conducted a screening assessment of potential water resources available from the Edwards-Trinity (High Plains) and Dockum aquifer

# Ward County Water Supply

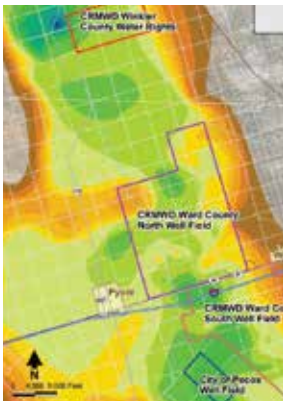
**Ward County, Texas**

## Client

**Colorado River Municipal Water District**

## Highlights

- Developed innovative methodology to characterize complex subsurface hydrogeologic conditions and evaluate water quality
- Well design, installation oversight, and testing for 21 high capacity raw water supply wells
- Exceeded target groundwater production and water quality goals



Monitoring a pumping test of the completed production well

The Colorado River Municipal Water District (CRMWD) in west Texas serves member communities with a growing economy. Existing water supplies are stressed as surface water supplies from CRMWD's three major reservoirs have declined due to long-term drought conditions. To provide an emergency water supply source in times of drought, CRMWD acquired an existing well field in Ward County with an initial production capacity of approximately 15 million gallons per day. Worsening drought conditions in 2011 resulted in severe rates of reservoir depletion and CRMWD decided to expand the well field with the goal of doubling its production capacity. By mid-2011 projections of water use suggested that CRMWD's surface water sources could be extremely limited by early 2013. This situation required an aggressively accelerated construction schedule to bring the new groundwater supply online before December 2012.

DBS&A planned and executed a Phase 1 test drilling investigation to characterize subsurface hydrogeologic conditions and evaluate water quality. This investigation was followed by Phase 2 design work, contracting, and construction oversight of 21 new supply wells in the Ward County North well field. DBS&A developed an innovative well design methodology to meet targeted water quality and employed a science-based approach to develop multi-screen designs matching complex and variable subsurface lithology within the Pecos Valley Aquifer. Understanding of detailed well field stratigraphy was required, and detailed interpretations of reworked Dockum Group sediments that compose portions of the Pecos Alluvium versus proper Dockum Group geologic contacts were necessary. DBS&A also designed, assisted with procurement, and oversaw installation or construction of submersible pumps and wellhead completions and controls.

DBS&A worked with CRMWD to coordinate planning and contracting in a timely manner and oversaw a fast-track construction schedule that enabled the client to meet the project deadline. The wells were completed on-time and within budget to provide additional operational capacity that exceeds project goals for groundwater production and water quality.

# 3.7 PSC Staff Availability

The PSC project team is committed to this project and is readily available to satisfy workload needs.

| *Team Member* | *Role* | *Office Location* | *Avail-ability* |
|---|---|---|---|
| Ryan Kennerly, PE,DBIA | Principal-in-Charge | Lubbock | 25% |
| **WATER RESOURCES** | | | |
| Zane Edwards, PE | Technical Oversight & Review | Lubbock | 35% |
| Kyle Krueger, PE | Water Resources | Lubbock | 50% |
| **TREATMENT** | | | |
| Daniel Albus, PE | Engineer | Lubbock | 40% |
| **ELECTRICAL / I&C** | | | |
| Marcy Trujillo, PE | Project Manager | El Paso | 35% |
| Dean Lackey, PE | Engineer | Las Cruces | 50% |
| Shaun Tidwell, PE | Engineer | El Paso | 50% |
| **MODELING / GIS** | | | |
| Chris Nance, PE | Project Manager | El Paso | 25% |
| Landon Allen, PE | Engineer | Amarillo | 35% |
| **CONSTRUCTION** | | | |
| Mark Aaron Carpenter | RPR | Lubbock | 25% |
| Kristian Gonzalez | Project Assistant | Lubbock | 25% |
| **SURVEYING** | | | |
| Sam Wyatt, RPLS | Surveyor | Lubbock | 15% |
| | **PSC WATER** | | |
| Brian Stephens, PE | Project Manager | Lubbock | 25% |
| Dave Clausen | Senior Operator | Midland | 20% |

### 3.7.1 Current Workload

PSC is the largest engineering/architectural (E/A) firm headquartered in West Texas. Our level of resources are unmatched and our staff is committed to your project. We stand ready to begin providing services to the city of Midland. All assigned project personnel will be committed from start to completion of the project. Our current workload has capacity and we reiterate that we stand ready to provide professional services to the city of Midland and look forward to teaming with you in the successful venture of another Midland project.

### 3.7.2 Travel Times

PSC has nine offices across Texas and New Mexico, with one office conveniently located in Midland and our headquarters less than two hours away in Lubbock. A majority of the work will be performed out of PSC's Midland and Lubbock offices.

# 3.9 PSC Subconsultants

Daniel B. Stephens & Associates, Inc. (DBS&A) is full-service water resources, environmental, and engineering consulting firm founded in 1984. DBS&A is headquartered in and operates a Soil Testing and Research Laboratory in Albuquerque, New Mexico, with branch offices in Austin, Lubbock, and Midland, Texas; Durango, Colorado; and Costa Mesa and Santa Barbara, California. The firm is comprised of 90 professionals, including hydrologists and geologists; soil and environmental scientists; civil, chemical, and environmental engineers; geographic information system and computer drafting specialists; and field and laboratory technicians.

Particular areas of expertise include hydrogeologic investigations, water resources planning and development, water rights, managed aquifer recharge, studies of contaminant transport in soil and groundwater, numerical modeling, remediation of soil and groundwater, custom solutions for data management and mapping, and technical support for environmental and water resource disputes.

For water providers in Texas we have completed multiple groundwater supply and management studies; permitted, designed, and constructed high-capacity municipal well fields; and investigated brackish groundwater sources and other alternative groundwater supplies. For groundwater conservation districts we have provided technical support for permitting, conducted detailed hydrogeologic studies, and assisted with the development and evaluation of aquifer desired future conditions and the related modeled available groundwater.

As an affiliate of Geo-Logic Associates, Inc., (GLA) an employee-owned company, DBS&A has access to 250 professionals and 28 offices in the U.S. and Peru.

**T. Neil Blandford, PG**
Mr. Blandford specializes in water supply investigations and water rights analysis, numerical simulation of groundwater flow and contaminant transport, groundwater planning, computation of the effects of groundwater pumping on surface water, wellhead protection area delineation and source water determination, well field design, and expert testimony.

**Team Members:**

- Farag Botros, PhD, PE
- Amy Ewing, PG
- Stephanie Moore, PG

# 3.11 Previous Legal Actions

PSC completes more than 470 projects a year through its 10 offices. Projects necessarily involve a multitude of interested parties from professionals to suppliers to contractors. Disputes sometimes occur. We work diligently to resolve them in the spirit of cooperation and fairness. Given this myriad of circumstances, PSC has had only three claims involving professional services for clients in the last 5 years. All three owners were acting through an attorney who works on a contingent basis, a construction defects case was initiated against a general contractor and PSC was enjoined. All have been resolved through mediation.

# 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.**

**This does not apply to PSC.**

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.**

**This does not apply to PSC.**

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.**

**This does not apply to PSC.**

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 Ryan Kennerly

Signature of vendor doing business with the governmental entity

**3/18/2020**

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

# CITY OF MIDLAND

ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will the Required tabs count as a page?**

**A1. No.**

**Q2. Would the City allow SOQs to separate the requested information with titles of "Tab 1: Letter of Interest, Tab 2: Firm's Organizational Chart, Tab 3 etc." in a running document as opposed to physical tabs separating the sections?**

**A2. No.**

**Q3. To adequately address the 20 service categories listed in section 1.5 of the RFQ, would the City allow additional project experience to be included in the appendix? Perhaps limit to one page per service category?**

**A3. Yes**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Bidder Authorized Signature

***March 18, 2020***
Date

***Ryan Kennerly, PE***
Please Print Above Name

***817.649.3216***
Phone

# CITY OF MIDLAND

ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Is there an online portal that we can monitor for addendums and QA responses?**

**A1. The online portal where you can monitor bids are at https://www.midlandtexas.gov/bids.aspx and of course can always call the purchasing department at 432-685-7234 for additional information.**

**Q2. Does the Conflict of Interest Questionnaire count towards the 12-page limit.**

**A2. No.**

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

*All other terms and conditions shall remain the same.*

| | |
|---|---|
| ***Parkhill, Smith & Cooper, Inc.*** | |
| Company Name | |
| Ryan Kennerly | ***March 18, 2020*** |
| Bidder Authorized Signature | Date |
| ***Ryan Kennerly, PE*** | ***817.649.3216*** |
| Please Print Above Name | Phone |

# CITY OF MIDLAND

ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Under 1.5 Services Required, one of the requirements is *Direct Supervision, inspection and construction materials testing of construction projects,* could you please clarify if this includes asbestos inspection?**

**A1. Services could include asbestos inspection if your firm provides those services. We are selecting up to six firms.**

**Q2. Under 1.5 Services Required, one of the requirements is *Technical support for legal and financial issues,* could you please clarify or expand on the type of support required? Could you please give an example?**

**A2. These services could include, project documentation, support, and review, expert testimonies, resolution, mitigation or litigation support as it relates to insurance claims or construction and engineering disputes.**

**Q3. Under 3.7.1 An assessment of the present workload at the office where this project will be accomplished, including the number of projects by size and on-site technical staff availability, could you please clarify What you mean by the number of projects by size? Does it mean construction cost size or project area size/LF/square ft?**

**A3. Size is typically given in cost.**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Ryan Kennerly
Bidder Authorized Signature

***March 18, 2020***
Date

***Ryan Kennerly, PE***
Please Print Above Name

***817.649.3216***
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: March 4, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Will category 9 (Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years) count against the 12 page limit?**

**A1. No.**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Ryan Kennerly
Bidder Authorized Signature

***March 18, 2020***
Date

***Ryan Kennerly, PE***
Please Print Above Name

***817.649.3216***
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: March 5, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. When the City put out the on-call Engineering Services RFQ in 2015 they provided an addendum that stated: "*The response does not have to address each area of section 1.5 - only those areas that each company has expertise in. Points are not based on quantity of areas of expertise, only in each specific target area. Respondents are discouraged from "partnering" with other firms to cover each area of expertise.*"**

**Is it the City's intent to use the same criteria in this RFQ?**

**A1. Yes.**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Bidder Authorized Signature — ***March 18, 2020*** Date

***Ryan Kennerly, PE*** — ***817.649.3216***
Please Print Above Name — Phone

# CITY OF MIDLAND

ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: March 9, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Clarification of addendum #5. As per addendum #5, Respondents are discouraged from "partnering" with other firms to cover each area of expertise.". Could you please clarify if respondents still need to answer RFQ item 3.9 Service provider subconsultant project team?**

**A1. Strike the word "discouraged" from addendum #5. Respondents CAN, in fact, partner (use sub consultants). The intention of addendum #5 is to provide respondents with an understanding that they are not required to cover all items under section 1.5 SERVICES REQUIRED. If the primary firm is not capable of providing certain services, they will not be disqualified or have the omitted services counted against them during selection. If a respondent is using subs, then requirements under 3.9 SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM should be addressed. If no subs are used this section is not applicable.**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Bidder Authorized Signature

***March 18, 2020***
Date

***Ryan Kennerly, PE***
Please Print Above Name

***817.649.3216***
Phone

# CITY OF MIDLAND

## ADDENDUM

***BID # 20002430***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 7

DATE: March 16, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

**Q1. Does the City prefer that we title the sections with the headings listed in 2.10 or 3 of the RFP?**

**A1. The format and headings required are listed in 2.1 SOQ PREPARATION/FORMAT**

**Q2. Does the City require a Table of Contents and if so, will this be counted toward the page limit?**

**A2. No. Table of Contents is NOT required. If one is used it will NOT count towards the 12-page limit.**

**Q3. We see that the sample contract is included as part of the RFP, does the City want our SOQ to address any exceptions or our acceptance of this contract?**

**A3. NO. Any exceptions to the contract will be addressed after selection.**

**Q4. If so, in what portion of our SOQ should this be included?**
**N/A**

**A4. N/A see Q3.**

**Q5. What does the City consider 'recent' in regards to the similar projects?**

**A5. We will leave this open to interpretation from the respondent.**

**Q6. Please confirm that information for drilling and laboratory subcontractors would not be required at this time. We are assuming that Subconsultants refer to other engineering / consulting firms which the Prime Contractor plans to used to provide the specified services.**

**A6. The term "sub-consultants" refers to other firms used to meet services required under 1.5 SERVICES REQUIRED.**

**Q7. In regards to the font and margin requirements, is it possible to have some of the graphics and images bleed over into the margin? As long as it is not text?**

**A7. NO.**

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

*All other terms and conditions shall remain the same.*

***Parkhill, Smith & Cooper, Inc.***
Company Name

Bidder Authorized Signature — ***March 18, 2020*** Date

***Ryan Kennerly, PE*** — ***817.649.3216***
Please Print Above Name — Phone

# Appendix

# Resumes

## Ryan Kennerly PE, DBIA

Principal-in-Charge

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
Texas Tech University | 2009

**Years of Experience**
10

Ryan Kennerly, PE, DBIA will fill the role of Principal-in-Charge and oversee the Water Resources for this project. Ryan is involved in master planning and construction of potable well fields, hydraulic analysis through modeling software, Water study development plans (future analysis), Sewer piping and lift station design, and pump station design.

**Relevant Project Experience:**

- Crane Well Field Project
- Midland 12" Waterline
- Midland Edgewood GST Rehab
- Midland T-Bar Well Field Design / Build
- Plainview Elevated Storage Tanks
- Midland T-Bar Waterline and Tower
- Clear Water Ranch
- TTU Seminole Well
- Midland Four Elevated Storage Tanks Rehabilitations
- Stephenville ESS Interceptor

## Zane Edwards PE

Technical Oversight and Review

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
Texas Tech University | 1994

**Years of Experience**
26

Zane Edwards, PE is a Firm Principal and Infrastructure Sector Director. His experience includes 25 plus years of working with many cities throughout the Texas Panhandle and solving their infrastructure needs related to water and wastewater. Zane has also been involved in some of the region's largest water supply projects. Throughout his career, Zane has been involved with the local chapter of the ASCE and the TSPE.

**Relevant Project Experience:**

- Crane Well Field Project
- Lubbock Bailey County Well Field Expansion 2012
- Midland Edgewood GST Rehab
- Amarillo Potter County Well Field
- Midland T-Bar Well Field Design / Build
- Plainview Comprehensive Plan
- Plainview 2010 Elevated Storage Tanks
- Midland T-Bar Waterline and Tower
- Clear Water Ranch
- Midland Four Elevated Storage Tanks Rehabilitations

## Kyle Krueger PE

Water Resources

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
Texas Tech University | 2015

**Years of Experience**
10

Kyle Krueger, PE, is an Associate and a civil engineer in PSC's Water Resources Sector. Through regional water supply projects, his experience includes project management of water supply projects; direct potable reuse construction management and operation; planning and evaluation of water source life; water source operational adequacy and expansion possibilities; long-term rehabilitation planning for water supply and transmission systems; and operations of wellfields, reservoirs, and water transmission systems.

**Relevant Project Experience:**

- Crane Wellfield Project
- Midland Northeast Sanitary Sewer
- Abernathy New Municipal Water Well
- Hereford Miscellaneous Services
- Plainview Milwee/Juniper Lift Station Replacement
- San Angelo Hickory Groundwater Supply Development Project (eHT)
- US 385 Utilities Relocation
- Winkler Services Water Delivery System

## Marcy Trujillo PE

Electrical / I&C Project Manager

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Electrical Engineering
University of New Mexico | 1990

**Years of Experience**
25

Marcelino Trujillo, PE, CBCP is a Principal with 30 years of electrical engineering experience with an emphasis on industrial power systems design, plant automation, and power generation. He oversees electrical and controls systems engineering for all of PSC's Civil Division projects including water and wastewater treatment facilities and pumping stations, oil and gas facilities, and roadway illumination designs.

**Relevant Project Experience:**

- Anthony Elevated Tank Controls
- EPWU Canal Plant Pump Station - Electrical and I&C
- Midland International Airport Security System Upgrade
- EPWU Pico Norte & Album Lift Station Generator Replacement and Electrical Improvements
- Midland T-Bar Design and Construction
- Big Spring 2012 Bond WTP Contract A
- Clear Water Ranch

## Shaun **Tidwell**PE

Electrical / I&C Engineer

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Electrical Engineering
University of Texas at El Paso | 2007

**Years of Experience**
15

Shaun Tidwell is a member of PSC's Infrastructure Sector. His experience includes designs power systems for water pump stations, sewage lift stations, and water/wastewater treatment plants. He is also very familiar with the design of back-up generator systems. He has an in-depth knowledge of lighting standards set forth by the Illuminating Engineering Society of North America (IESNA), TxDOT Highway Illumination Standards, and El Paso Electric Co. Service requirements.

**Relevant Project Experience:**

- Pico Norte Lift Station Generator and Electrical Upgrades
- EPWU Pico Norte & Album Lift Station Generator Replacement and Electrical Improvements
- Columbus WWTP Improvements
- GSA El Paso Courthouse M&I
- Alto Lakes Phase I WTP
- Midland T-Bar Design and Construction
- Midland SH191 Wastewater Line & Lift Station
- Clear Water Ranch

## Dean**Lackey**PE

Electrical / I&C Engineer

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Mechanical Engineering
New Mexico State University | 2005

**Years of Experience**
20

Dean joined PSC to head the development and implementation of a new SCADA system for Jonathan Rogers Water Treatment Plant in El Paso, TX. He has since been an integral part of PSC's team by designing and inspecting instrumentation systems for multiple well sites and booster pump stations for the City of Midland and within the Permian Basin.

**Relevant Project Experience:**

- Midland International Airport Security System Upgrade
- Midland Landfill Scale Building and Maintenance Facility
- EPWU Canal Plant Pump Station - Electrical and I&C
- Pico Norte Lift Station Generator and Electrical Upgrades
- Big Spring 2012 Bond WTP Contract A
- Midland SH191 Wastewater Line & Lift Station
- Clear Water Ranch

## Sam Wyatt RPLS

Surveyor

**Registration**
Registered Professional Land Surveyor | TX

**Education**
Bachelor of Science, Engineering Technology
Texas Tech University | 2009

**Years of Experience**
13

Sam Wyatt joined PSC's Public Works Sector to begin PSC's Surveying services. His previous experience includes several PSC projects including Preston Smith International Airport, Texas Tech University, Lubbock ISD and many others. Wyatt has been involved in performing and assisting with boundary surveys, municipal platting, topographic surveys, construction layout and as-built surveys.

**Relevant Project Experience:**

- Plainview Miscellaneous
- Ector County ISD Wastewater Improvements Phase 2
- Brownfield Water & Sanitary Sewer Extension
- Anton WWTP Improvements
- Levelland Miscellaneous
- Glasscock County MSW Permit App.
- Plainview Medical Plaza
- TTU RAWLS CoBA Expansion
- TTU System Administration Headquarters

## Daniel Albus PE

Treatment

**Registration**
Licensed Professional Engineer | TX

**Education**
Master of Science, Environmental Engineering
Texas Tech University | 2011

Bachelor of Science, Environmental Engineering
Texas Tech University | 2011

**Years of Experience**
9

Daniel is an expert in water and wastewater treatment for industries and municipalities. His experience includes design of several reverse osmosis plants, arsenic treatment plants, facultative lagoons and activated sludge systems. Daniel desires discovering the optimal solution to a client's current and future treatment needs.

**Relevant Project Experience:**

- Brownfield Misc Water & Sewer
- Big Spring 2012 Bond WWTP
- Crane Arsenic Water Treatment Plant
- Village Farms Fort Davis RO Plant
- Wheeler Reverse Osmosis Plant
- Earth WWTP Clarigester Improvements
- Muleshoe WWTP Improvements
- Wilson WWTP
- Follett WWTP Improvements
- Greenwood ISD Reverse Osmosis WTP

## Chris**Nance**PE

Modeling / GIS Project Manager

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
University of Texas at Austin | 2003

**Years of Experience**
16

Chris Nance, PE, is an Associate and Project Engineer for PSC's Infrastructure Sector. His experience has focused on hydraulic analysis associated with water and wastewater system improvements, pumping systems and pump station designs, water and wastewater modeling, model calibration, geographical information systems (GIS) and asset management, flow metering, water and wastewater master planning and capital improvement programming.

**Relevant Project Experience:**

- Alto Lakes Distribution B&C
- Easy Way II Force Main & Artcraft/ Westport Interceptor Relief Sewer
- South Lubbock Drainage Improvements
- EPWU Northwest Service Area Collection System Capacity Assessment / Model Development
- Fort Stockton Modeling
- Hobbs Water & Sewer Study
- Midland T-Bar Design and Construction
- EPWU Wastewater Master Plan

## Landon**Allen**PE

Modeling / GIS Engineer

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
Texas Tech University | 2019

**Years of Experience**
5

Landon Allen, PE, is a civil engineer in PSC's Water Resources Sector. His project experience includes the rehabilitation of ground and elevated storage tanks, existing potable water supply systems, and existing transmission systems. He also has experience in City master planning and new water transmission lines, and coating projects for water storage tanks.

**Relevant Project Experience:**

- Crane Wellfield Project
- Hereford Miscellaneous Services
- Hobbs NE Reclaimed Water Distribution System
- Midland County Fresh Water District 1788 12" Waterline Extension Loop
- Midland County Water Resources
- Stephenville Eastside Sewer Interceptor - Ph I and II
- Muleshoe Lift Station Replacement

# MarkAaronCarpenter

Resident Project Representative

**Education**
Bachelor of Science, Architecture
Texas Tech University | 2001

**Years of Experience**
18

Mark Aaron Carpenter joined PSC in 2006 with a vast amount of materials testing experience. In addition to his experience, Mr. Carpenter has completed numerous useful courses, including Underground Facility Damage Prevention, Nuclear Measurement Services, and ACI Concrete Field Testing Technician courses.

**Relevant Project Experience:**

- Crane Well Field Project
- LEDA Business Park Phase I
- LEDA North Elm / East Hunter Extension
- LEDA Railport Utility Improvements
- Lubbock Lake Alan Henry WTP Design
- Midland Edgewood GST Rehab
- Midland Four Elevated Storage Tanks Rehabilitations
- Midland T-Bar Design and Construction

## Brian Stephens PE

PSC Water - Principal-in-Charge

**Registration**
Licensed Professional Engineer | TX

**Education**
Bachelor of Science, Civil Engineering
Texas Tech University | 1998

**Years of Experience**
25

Brian Stephens, PE, is a Principal and Director PSC Water. Currently operating over $350M in combined infrastructure assets, Brian is passionate about providing clean and affordable potable drinking water to PSC's clients. He identifies and provides effective treatment and reuse solutions to our clients' treatment of wastewater so we can minimize our effect of potable groundwater usage here in our West Texas and Southeast New Mexico communities.

**Relevant Project Experience:**

- Lamesa New 2.0 MGD WWTP
- Lubbock Lake Alan Henry Treated Water Pipeline Design
- Big Spring 2012 Bond WWTP
- Brownfield Miscellaneous Engineering
- Lamesa Miscellaneous Services
- Kermit Wastewater Treatment Plant
- Big Spring 2012 Bond WTP
- ECISD Wastewater Improvements
- LEDA Business Park Phase I
- Lubbock-Cooper ISD Wastewater

## Dave Clausen PE

PSC Water - Senior Operator

**Education**
Bachelor of Science, Business Administration & Human Resources

**Years of Experience**
2

Dave Clausen is a licensed water and wastewater operator in the State of Texas. He has managed and operated 69 production wells; four storage facilities with a 20 MGD permit and a 24 MGD overall system capacity; over 100 miles of distribution and collection lines covering over 50 square miles in the well field; and 94 miles of transmission line. He also has experience in startup and commissioning of systems. He has operated over 45 wastewater treatment plants and three water treatment facilities, as well.

**Relevant Project Experience:**

- MCFWSD #1 Water Facilities Operations & Maintenance
- Kalsec Southwest PWS Water Facility Operations
- Fort Stockton Wellfield Testing
- Big Spring Water Treatment Plant Operations

## T. Neil Blandford, PG

### Senior Vice President / Principal Hydrologist

**Master of Science**
Hydrology
New Mexico Institute of Mining and Technology, 1987

**Professional Geoscientist**, TX, 1034

**Years of experience**
34

Neil Blandford, PG, is a Principal Hydrologist specializing in water supply investigations, water rights acquisition and permitting, simulation of groundwater flow and solute transport, and well field design. He has worked extensively across the High Plains of west Texas and eastern New Mexico on developing and assessing the sustainability of water supplies. For example, he has assessed water supplies for Lubbock, Amarillo and the Colorado River Municipal Water District, which serves about 500,000 customers across the southernmost portion of the High Plains and adjacent regions. He has conducted broader-scale studies of groundwater availability for the Texas Water Development Board, University Lands, the Texas General Land Office and groundwater conservation districts.

### Relevant Project Experience

- Lubbock Groundwater Supply Alternatives
- TWDB Edwards-Trinity (High Plains) Aquifer Groundwater Availability Model
- Stephenville Municipal Supply Well Feasibility Analysis and Permitting
- Albuquerque and Rio Rancho, NM, Aquifer Storage and Recovery and Managed Aquifer Recharge Projects
- TWDB Areas Suitable for Groundwater Banking
- Padre Dam Municipal Water District Feasibility of Indirect Potable Reuse
- TWDB Blaine Aquifer System Brackish Groundwater Analysis

## Farag E. Botros, PhD, PE

### Senior Engineer

**Doctor of Philosophy**
Hydrogeology
University of Nevada, 2007

**Professional Engineer**, CA, 76531

**Years of experience**
20

Farag Botros, PhD, PE, is a Senior Hydrogeologist/ Engineer with expertise in modeling of groundwater flow and solute transport in aquifer systems. His experience includes the quantification and assessment of aquifer and well field sustainability, including the assessment and planning of managed aquifer recharge projects. He has developed and applied groundwater models for Lubbock, the Colorado River Municipal Water District (CRMWD), the Texas Water Development Board (TWDB) and other water providers or entities with water interests on the Southern High Plains.

### Relevant Project Experience

- Lubbock Municipal Water Supply Sources Evaluation
- CRMWD Municipal Well Field Modeling and Planning Support
- TWDB Groundwater Availability Model for Edwards-Trinity (High Plains) Aquifer
- Albuquerque and Rio Rancho Managed Aquifer Recharge Modeling and Permitting Support
- Padre Dam Municipal Water District Groundwater Modeling for Santee Basin Groundwater Recharge and Replenishment Project
- Bakersfield, CA Quantification of Aquifer Recharge Enhancement and Municipal Water Program Operations

## Amy Ewing, PG
### Hydrogeologist

**Master of Water Resources**
Water Resources
University of New Mexico, 2003

**Professional Geoscientist**, TX, 10413

**Years of experience**
22

Amy Ewing, PG, is a hydrogeologist specializing in water resources planning at the municipal, county and state level, water auditing and conservation for towns and municipalities, and managed aquifer recharge including ASR. Ms. Ewing served as project manager for the Region O (Southern High Plains) 2015 Regional Water Plan, and she worked on multiple regional water plans and the state-wide plan in New Mexico. She is the Project Manager for the permitting, drilling, testing and start-up operations of the first Albuquerque ASR well.

### Relevant Project Experience

- Llano Estacado (Region O) 2015 Regional Water Plan
- Hobbs Ogallala Aquifer Underground Storage and Recovery Project
- Clovis 40-Year Water Plan and Water Conservation Plan
- Rio Rancho Water Resources Management Plan Implementation Update
- Albuquerque ASR Projects
- Bear Canyon Managed Aquifer Recharge Project
- New Mexico State Water Plan and Multiple Regional Water Plans

## Stephanie J. Moore, PG
### Project Manager / Senior Hydrologist

**Master of Science**
Earth and Planetary Sciences
University of New Mexico, 2003

**Professional Geoscientist**, TX, 11727

**Years of experience**
22

Stephanie Moore, PG, is Senior Hydrologist with over 20 years of experience in water resources investigations, including eight years with the USGS. She has extensive experience with managed aquifer recharge, having initiated and led the Albuquerque Bernalillo County Water Utility Authority's recharge program for six years. She has also managed or contributed to other ASR and aquifer recharge projects in New Mexico, Arizona, California, Utah, and Nebraska. Ms. Moore has been a member of the American Society of Civil Engineers (ASCE) Managed Aquifer Recharge Standards Committee since 2010, and is co-author of the newly revised Guidelines for Managed Aquifer Recharge.

### Relevant Project Experience

- Albuquerque Bear Canyon Recharge Demonstration Project
- Albuquerque Large-Scale Recharge (ASR) Project
- Palominas and Riverstone Recharge Projects, Cochise County and The Nature Conservancy
- Region L Regional Water Plan Update
- TWDB Cross Timbers Aquifer Conceptual Model
- City of Ada Evaluation, Design, and Construction

PARKHILLSMITH&COOPER

**City Council Meeting**

**Item Number 7**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Erika Martinez, Manager, Purchasing
**Subject:** RESOLUTION AWARDING A CONTRACT FOR TEMPORARY TRAFFIC CONTROL SERVICES TO FC TRAFFIC CONTROL, INC. OF AMARILLO, TEXAS, AT A TOTAL COST NOT TO EXCEED $76,675.00; AND AUTHORIZING PAYMENT THEREFOR

Approved for Agenda:

City Manager's Office

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**Purpose:**

Approval of a resolution awarding a contract for Temporary Traffic Control Services 2 to FC Traffic Control, Inc.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Not to exceed $76,675.00 per year with four (4), one (1)-year renewals

**Discussion:**

The City Manager approved specifications and authorized advertisement for bids for Temporary Traffic Control Services 2. Bid requests for Temporary Traffic Control Services 2 were sent to thirteen (13) vendors. We received two (2) bids. Staff recommends awarding the contract to FC Traffic Control, Inc. Please see the attached memo from Michael Pacelli, City Traffic Engineer, for more information. Therefore, please consider approval of a resolution awarding a contract for Temporary Traffic Control Services 2 to FC Traffic Control, Inc. of Amarillo, Texas for a total not to exceed $76,675.000 per year with four (4), one (1)-year renewals.

***INTEROFFICE MEMORANDUM***

**TO:** Purchasing

**FROM:** Michael Pacelli, P.E., PTOE, City Traffic Engineer

**SUBJECT:** Contract Award Recommendation – Temporary Traffic Control Services #2

**DATE:** May 8, 2020

The Traffic Operations Division requested bidding of this item in order to establish a second contract with a qualified vendor to provide Temporary Traffic Control (TTC) services on roadways at various locations on an as-needed basis, as requested by the Engineering Services or Utilities departments. Work for other City departments may also be required, but will be coordinated through one of these departments. The primary intent of this contract is to provide TTC in support of utility and pavement work in the right-of-way for both new capital and bond construction and maintenance projects.

The contract is to be awarded for an amount not to exceed the bid amount of $76,675.00. This is an on-call contract, so the exact value of tasks assigned under the contract, and annual renewals, if any, shall be determined by the City based on project needs and available funds as authorized by City Council. There is no guarantee of any amount of work under this contract.

Funds for each task will come from the project account or operating budget of the department that is requesting the TTC in support of their project or maintenance activities.

The initial term of the contact shall be for one year from the date of award. The contract may be renewed for up to four additional one-year terms.

Two bids were received, and FC Traffic Control, Inc., of Amarillo, Texas, was the low bidder by a substantial margin. Although this company is new to the Midland market, several of their supervisors have recently come from another company in the area, and they have extensive experience in temporary traffic control in this region. The company has opened a Midland area office, is performing work for local contractors, and appears to have adequate resources available to satisfy the City's requirements.

Staff recommends award of the contract to FC Traffic Control, Inc., for an amount not to exceed $76,675.00.

■

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT FOR TEMPORARY TRAFFIC CONTROL SERVICES TO FC TRAFFIC CONTROL, INC. OF AMARILLO, TEXAS, AT A TOTAL COST NOT TO EXCEED $76,675.00; AND AUTHORIZING PAYMENT THEREFOR**

**WHEREAS**, the City Manager advertised for competitive bids for temporary traffic control services (the "Services"); and

**WHEREAS,** Bid No. 20002963 was opened on May 6, 2020, with the lowest, most responsible bid being submitted by FC Traffic Control, Inc. of Amarillo, Texas, at $76,675.00 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 $76,675.00; and

**WHEREAS,** the City Council finds it to be in the public interest to execute a contract with the Company for said Services;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with the Company for said Services at a total cost not to exceed $76,675.00, 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 Comptroller is hereby authorized and directed to pay the Company pursuant to the terms of said contract in an amount not to exceed $76,675.00 from funds available in the 2020 operating budget of the Traffic Division (001083) in the General Fund upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# City of Midland - Bid Tabulation

| BID # 20002963<br>**Temporary Traffic Control Services 2**<br><br>**OPENED** May 6, 2020 | | | Barricades Unlimited<br>2002 Clovis Road<br>Lubbock, TX 79415<br>Chris Botwell<br>806-744-1520 | | FC Traffic Control, Inc.<br>1100 S. Filmore St.<br>Amarillo, TX 79105<br><br>806-570-5633 | |
|---|---|---|---|---|---|---|
| ITEM | QTY | DESCRIPTION | COST EA. | TOTAL | COST EA. | TOTAL |
| 1 | 70 | Local street traffic control, full closure (including detour signing if requested); per week | $1,627.50 | $113,925.00 | $550.00 | $38,500.00 |
| 2 | 40 | Multi-lane street traffic control, closure of ONE lane only; per week | $744.00 | $29,760.00 | $600.00 | $24,000.00 |
| 3 | 6 | Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this tiem at one unit per each direction of travel); per week | $1,860.00 | $11,160.00 | $1,200.00 | $7,200.00 |
| 4 | 15 | Portable variable message board (with setup and programming); per week | $372.00 | $5,580.00 | $350.00 | $5,250.00 |
| 5 | 150 | Water barrier, single unit (6 ft min. length, 32 inch min. height, including placement); per week | $232.50 | $34,875.00 | $3.50 | $525.00 |
| 6 | 6 | Emergency call-out surcharge (less than 3 business days notice); per event | $465.00 | $2,790.00 | $200.00 | $1,200.00 |
| | | **TOTALS:** | | $198,090.00 | | $76,675.00 |

**Bidding Summary:**

**13 Bid requests were issued.**

**2 Bids listed above**

**0 NO BIDS were received.**

**11 Bidders did not respond.**

**CITY OF MIDLAND**
**SERVICE CONTRACT**
**#20002963**

THIS CONTRACT, effective this 27th day of May , 2020 , by and between the City of Midland, hereinafter referred to as the "CITY" and FC Traffic Control, Inc. , hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 76,675.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

**1.** COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

**2.** COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

**3.** CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

**4.** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

**4.1. INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES,**

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

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

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

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

**4.4.** COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

**5.** CITY shall have the right to withhold payment for:

**a.** defective work not corrected;

**b.** completed service report not submitted;

**c.** failure of COMPANY to pay subcontractors or suppliers;

**d.** damage to other work or CITY's property or equipment; or

**e.** default of COMPANY in performance of this Contract.

**6.** The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four(4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

**7.** Prices for the extension of the Contract described in Paragraph 6.1 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

**8**. COMPANY shall:

**a.** comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

**b.** have a designated supervisor on the job site at all times work is in progress;

**c.** make no changes in the scheduled work without written authorization from CITY;

**e.** permit and facilitate inspection of the work in progress by CITY;

**f.** not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

**g.** be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

**h.** remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

**i**. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

**9.** In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

**10.** Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

**11.** Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. FC Traffic Control, Inc.
1100 S. Filmore St.
Amarillo, TX 79105

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. 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. INSURANCE**

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

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or

termination of such coverage.

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

**32.** **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the

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

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 Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

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

_____
Notary Public, State of Texas

**CITY OF MIDLAND**

**PURCHASING DIVISION** DATE: 04/07/2020

**BID REQUEST** PAGE: 01

**(THIS IS NOT AN ORDER)** **BID NO: 20002963**

**OPENING TIME: 2:00 PM** **CLOSING DATE: 05-06-20**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. 05-06-2020 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Engineering, 300 N. Loraine, Midland, Texas

| ITEM NO. | QTY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | Temporary Traffic Control 2 in accordance with the attached detail sheet, specifications and service contract. | | |
| | | | | TOTAL | $76,675.00 |

NOTICE TO BIDDERS:

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

*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: FC Traffic Control, Inc.
ADDRESS 1100 S. Filmore St.
CITY Amarillo ST TX ZIP 79105
PHONE NO. 806-570-5633 FAX NO. N/A
EMAIL: fc@fc-traffic.com

CASH DISCOUNT: ~~0~~ % 30 DAYS

DELIVERY CAN BE MADE May 10, 2020

AUTHORIZED SIGNATURE

*PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING*

MIDLAND
Purchasing Division

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

| *USPS Mailing Address:* | | *Physical Address for mail carriers other than USPS:* |
|---|---|---|
| City of Midland, Texas | | 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 make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.**

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

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

**NOTICE TO BIDDERS**

*Bidders are advised that this is the second CONCURRENT temporary traffic control service contract being issued by the City of Midland. The existing contract will remain in effect and continue to be used as needed until the full contract amount is exhausted, and it may also be renewed for additional years. However, it has been determined that the workload during the term of the existing contract will exceed the maximum value of the contract as awarded. So the City's intent is to have the existing contract and this new contract run concurrently.*

In order to be determined eligible for award of this contract, the responsible low bidder shall have specific experience and expertise in the field of temporary traffic control (i.e., be a qualified "barricade company"), and shall have a demonstrated history of successfully providing temporary traffic control on arterial streets and state highways in and around the Midland area. No specific documentation is required at the time of bidding, but the City reserves the right to request additional information prior to contract award if needed to fully assess the qualifications of the bidder.

Bids will be received on a unit price basis and the contract shall be awarded for the total bid amount for all items. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The initial term of the contact shall be for a period of one year from the date of award. If the City and Contractor agree in writing, the contract may be renewed for up to four (4) additional one-year terms.

**SCOPE OF WORK**

The selected Contractor shall provide Temporary Traffic Control (TTC) services on roadways at various locations in and around the City of Midland on an as-needed basis, as requested by the City of Midland Engineering Services or Utilities departments. Work for other City departments may also be required, but will be coordinated through one of these departments. The primary intent of this contract is to provide TTC in support of utility and pavement work in the right-of-way for both new construction and maintenance projects.

Once a traffic control task is scheduled and a Traffic Control Plan has been approved by the Traffic Operations Division, the Contractor may be directed to coordinate day-to-day activities with either City staff or a third-party contractor performing work on behalf of the City. In all cases, the Contractor shall invoice the City directly for all tasks completed under this contract.

The City's intent is that traffic control tasks will be planned in advance and the Contractor will be provided with a request for traffic control at least three (3) business days in advance of the proposed setup time. The City also reserves the right to make emergency requests if necessary, and expects the Contractor to respond if adequate resources are available. In the event that emergency traffic control is requested with less than three (3) business days' notice, the Contractor shall be entitled to payment of the emergency call-out surcharge as per the unit prices in the Proposal, in addition to the standard pay items for the actual work performed.

**GENERAL REQUIREMENTS**

All work under this contract shall conform to the following requirements:

1. All temporary traffic control shall be in general conformance with the traffic standard drawings of the Texas Department of Transportation and 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. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, at least two business days 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, except in an emergency.
4. 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.
5. All traffic control devices shall be marked with the contractor's name, logo, initials, or other identifying information so that City staff can easily determine ownership. The markings shall be clearly legible at a distance of at least 30 ft.
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
d. At other times as shown on the approved TCP, or as otherwise directed by the City.

# PROPOSAL

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

Ladies and 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: Temporary Traffic Control Services -- Concurrent Contract**

| Item | Quantity | Description | Unit | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 1 | 70 | Local street traffic control, full closure (including detour signing if requested)<br>five hundred and fifty dollars and<br>zero cents per week. | per week | $ 550.00 | $ 38,500.00 |
| 2 | 40 | Multi-lane street traffic control, closure of ONE lane only<br>six hundred dollars and<br>zero cents per week. | per week | $ 600.00 | $ 24,000.00 |
| 3 | 6 | Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.)<br>one thousand, two hundred dollars and<br>zero cents per week. | per week | $ 1,200.00 | $ 7,200.00 |
| 4 | 15 | Portable variable message board (with setup and programming)<br>three hundred and fifty dollars and<br>zero cents per week. | per week | $ 350.00 | $ 5,250.00 |
| 5 | 150 | Water barrier, single unit (6 ft min. length, 32 inch min. height, including placement)<br>three dollars and<br>fifty cents per week. | per week | $ 3.50 | $ 525.00 |
| 6 | 6 | Emergency call-out surcharge (less than 3 business days notice)<br>two hundred dollars and<br>zero cents per event. | per event | $ 200.00 | $ 1,200.00 |

**TOTAL BID AMOUNT**

(add Total Amounts for Items 1 through 6)

***Also see Bid Item Notes on next page.***

**Seventy-six thousand, six hundred and seventy-five** dollars and

**zero** cents total. $ **76,675.00**

**BID ITEM NOTES:**

1. All equipment, materials, and procedures for all items shall be per the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (2014), and the latest edition of the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* unless otherwise noted or approved by the City.

2. All pay items shall include all equipment, labor, materials, setup, routine maintenance, teardown, and incidentals. Preparation and submission of a Traffic Control Plan, if required, shall be incidental to the other pay items. "Typical" Traffic Control Plans are acceptable if appropriate for the conditions.

3. In the event of a traffic switch or substantial change in the device setup, the payment period for the first pay item shall terminate and a new payment period shall start for the new item. There shall be no separate payment for setup and teardown related to traffic switches, since these costs are incidental to the established rates.

# No-Bid
**Response**
**For**
**Request #: 20002963**

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.**

# 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

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

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

(1) the lowest bidder; or

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

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

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

*Complete all areas below. Incomplete affidavits may be rejected.*

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

## NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

**The following provisions apply unless the agreement is for the supply of goods only:**

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

***"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."***

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

**29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,**

**BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER**, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

**THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2020

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

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

| | |
|---|---|
| **PRODUCER**<br>Upshaw Insurance Agency, Inc.<br>801 S. Fillmore, Suite 300<br>Amarillo TX 79101 | **CONTACT NAME:** Lauren Freeman<br>**PHONE (A/C, No, Ext):** 806-468-0400 **FAX (A/C, No):** 806-468-0450<br>**E-MAIL ADDRESS:** laurenf@upshaw-insurance.com |
| **INSURED** FCTRAFF-01<br>FC Traffic Control, Inc.<br>PO Box 15603<br>Amarillo TX 79105 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Admiral Insurance Company — 24856<br>**INSURER B :** Ohio Casualty Insurance Co. — 24074<br>**INSURER C :** Texas Mutual Insurance Co — 22945<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1368765068 **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**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | CA000036594-01 | 11/8/2019 | 11/8/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 300,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | BAS60505198 | 11/8/2019 | 11/8/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | GX000002766-01 | 11/8/2019 | 11/8/2020 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 0002040195 | 11/8/2019 | 11/8/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Equipment | | | BMO60505198 | 11/8/2019 | 11/8/2020 | | |

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

Endts shown apply only if there is a written contract between the named insured & certificate holder that requires such coverage. GL,AU: Policies include a blanket additional insured endt (GL per attached CG2010 (04/13) & CG2037 (04/13) w/ Completed Operations. Blanket Primary & Non Contributory Language apply per attached AD 6893 01/17). GL,AU,WC: Policies include a blanket waiver of subrogation endt. UMB: follows form. Blanket 30 days Notice of Cancellation applies, except 10 days for non-pay. EQUI: Policy includes $100,000 leased/rented.

Bid No: 20002963

**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**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement. | All locations at which the Named Insured is performing ongoing operations. |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization that is an owner or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement. | All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence. |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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3. **Limits of Insurance**

a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

(1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";

(2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";

(3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and

(4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. **Other Insurance**

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

**(Insurance Services Office Endorsement CG 20 01 04 13)**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**(Insurance Services Office Endorsement CG 24 04 05 09)**

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| Any person or organization, but only if the following conditions are met:<br>(1) You have expressly agreed to the waiver in a written contract; and<br>(2) The injury or damage first occurs subsequent to the execution of the written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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**City Council Meeting**

**Item Number 8**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Regina Stephenson, Director
**Subject:** Consider a resolution authorizing the City Manager to execute contracts for the emergency repair of the intersection of Golf Course and Midkiff Road for the Engineering Department at a cost not to exceed $850,000.00. (GENERAL SERVICES)

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Approval of a resolution authorizing the City Manager to execute contracts for the emergency repair of the intersection of Golf Course Road and Midkiff Road for the Engineering Department at a cost not to exceed $850,000.00.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$600,000.00 will be appropriated from the Street Improvement Fund (095) and $250,000.00 will be allocated from the 2020 operating budget of the Water & Sewer Fund (300) to the Emergency Repair - Golf Course Road and Midkiff Intersection Project (900336) for a total not to exceed cost of $850,000.00

**Discussion:**

In early March, staff discovered that the wastewater manhole located in the center of the intersection of Golf Course Road and Midkiff Road had collapsed leaving a void under the paving. Staff is in need to open the intersection quickly because of cut through traffic in the adjacent residential neighborhoods. This project as an emergency because we need to move the project forward to be able to open the intersection to the public sooner and eliminate the cut through traffic on our residential roads. Staff anticipates having the intersection open to the public around the July 4th holiday. Please see the attached memo from Jose Ortiz, Engineering Director, for additional information. Therefore, please consider a resolution authorizing the City Manager to execute contracts for the emergency repair of the intersection of Golf Course Road and Midkiff Road for a total cost to not exceed of $850,000.00.

***INTEROFFICE MEMORANDUM***

**TO:** Erika Munoz, Purchasing Manager

**FROM:** Jose Ortiz, Engineering Services Director

**SUBJECT:** Consider a resolution authorizing the City Manager to execute a contract for the emergency repair of the intersection of Golf Course Road and Midkiff Road for the Engineering Department at a cost not to exceed $850,000.00

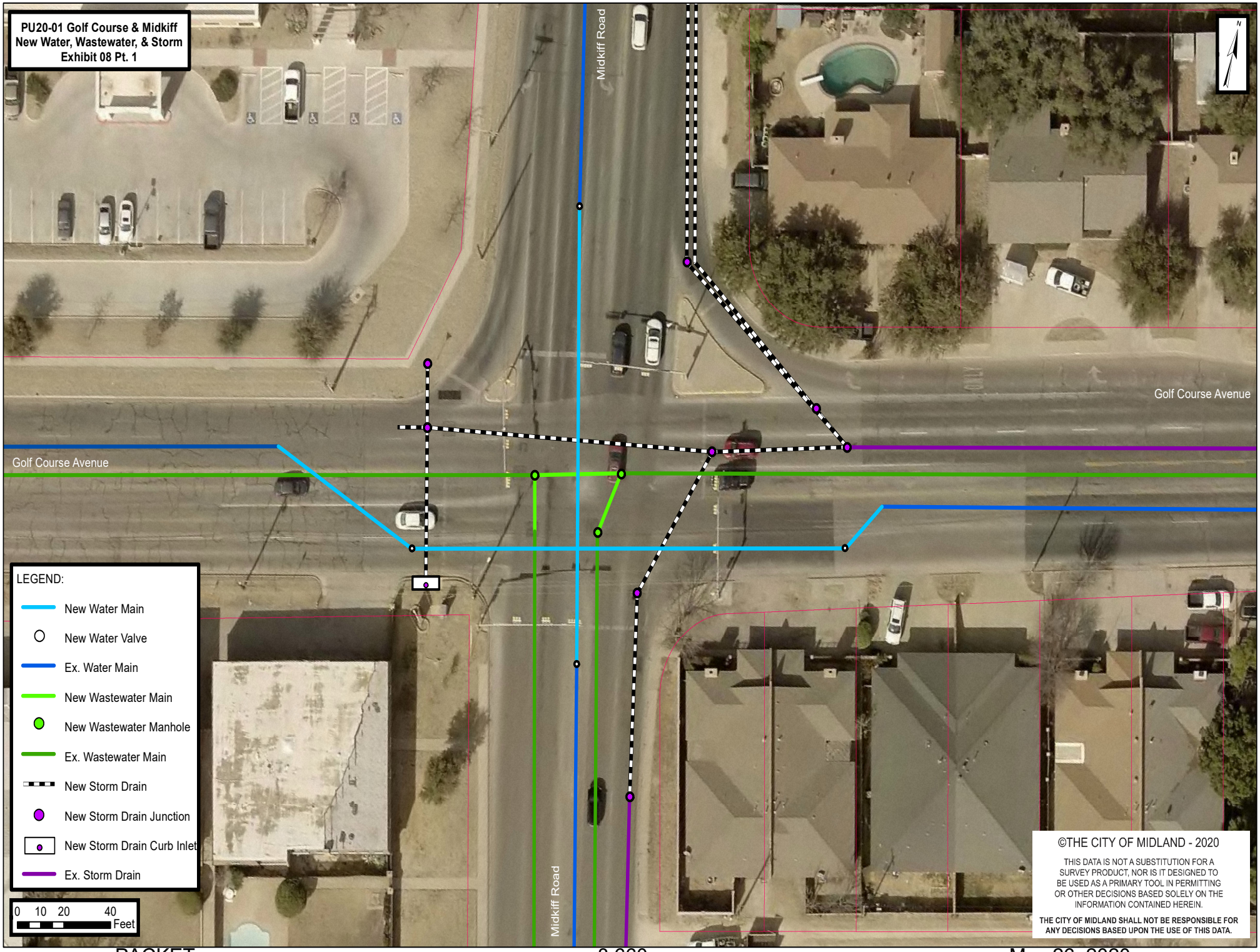
**DATE:** May 26, 2020

In early March staff discovered that the wastewater manhole located in the center of the intersection of Golf Course Road and Midkiff Road had collapsed leaving a void under the paving. The site was quickly secured and the intersection was closed to ensure safety to the driving public. The intersection will remain closed until the intersection can meet all safety measures needed for our constituents. Staff quickly engaged the replacement of the manhole and the connecting sewer lines damaged by the collapse. During the replacement it was discovered that the adjacent waterline needed to be realigned because it was in conflict with the sewer line repairs associated with the collapsed manhole. In addition, staff evaluated the condition of the adjacent storm drain facilities and discovered damages in the pipes. They determined that the existing stormdrain pipes were at risk of collapsing and needed to be replaced while the intersection was closed. The required work to the water, wastewater, and stormdrain facilities were very extensive and has led to the unforeseeable damage to the pavement. At this time the entire intersection needs to be repaved.

With the closure of the intersection the City is dealing with two safety concerns. The first concern is that the closure can add respond times to our emergency responders. The second concern is the increase in cut through traffic on the adjacent residential roadways. Staff is in need of pursuing this project as an emergency to move the project forward which will open the intersection to the public sooner and eliminating the noted safety concerns. Staff anticipates having the intersection open to the public around the July 4th holiday.

The cost for the repaving will be approximately $850,000. Reece Alberts has provided a quote to repave the intersection at $772,063.40 (attached with this memo). In addition, The City will need approximately $75,000 for traffic control. The funds will be taken from the Street Improvement fund and the Utility enterprise fund. The good news is no funds will be drawn from the City's general fund reserves.

Attached are two exhibits that illustrate the utility work conducted at the intersection and the limits of repaving due to the utility work.


PU20-01 Golf Course & Midkiff
New Water, Wastewater, & Storm
Exhibit 08 Pt. 1
Midkiff Road
Golf Course Avenue
Golf Course Avenue
Midkiff Road
LEGEND:
New Water Main
New Water Valve
Ex. Water Main
New Wastewater Main
New Wastewater Manhole
Ex. Wastewater Main
New Storm Drain
New Storm Drain Junction
New Storm Drain Curb Inlet
Ex. Storm Drain
0 10 20 40
Feet
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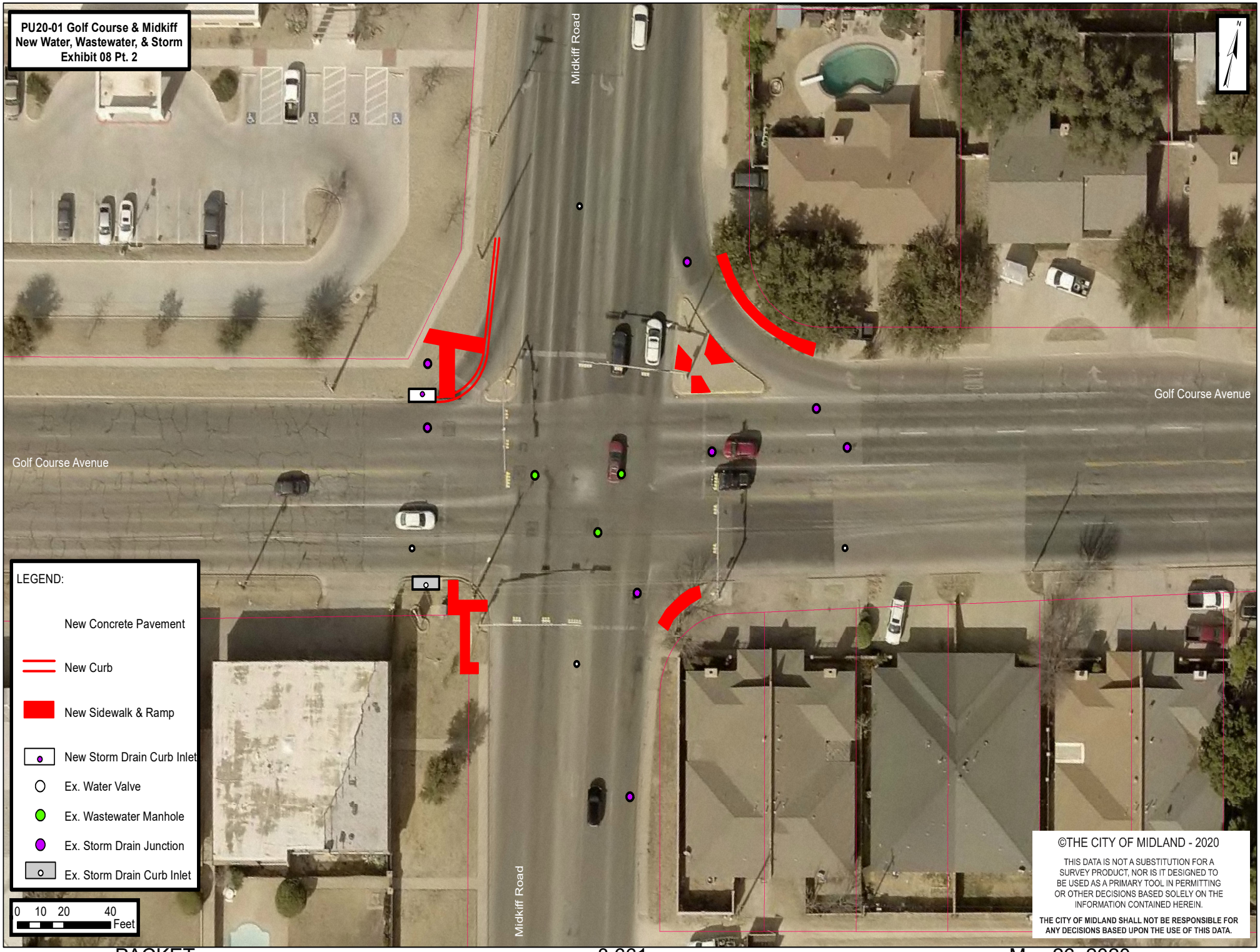
PU20-01 Golf Course & Midkiff
New Water, Wastewater, & Storm
Exhibit 08 Pt. 2
Midkiff Road
Golf Course Avenue
Golf Course Avenue
Midkiff Road
LEGEND:
New Concrete Pavement
New Curb
New Sidewalk & Ramp
New Storm Drain Curb Inlet
Ex. Water Valve
Ex. Wastewater Manhole
Ex. Storm Drain Junction
Ex. Storm Drain Curb Inlet
0 10 20 40
Feet
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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Reece Albert, Inc. 05/14/2020 14:47
COMIDLAND_GCCity of Midland, Golf Course & Midkiff

**City of Midland, Golf Course & Midkiff**

| Code | Desc | Quan | Units | Price | Total |
|---|---|---|---|---|---|
| 100 | MOBILIZATION | 1.000 | LS | $121,680.00 | $121,680.00 |
| 200 | Remove Curb & Gutter | 517.000 | LF | $6.85 | $3,541.45 |
| 300 | Remove Sdwk / Island | 2,055.000 | SF | $2.60 | $5,343.00 |
| 400 | SITE EXCAVATION | 4,200.000 | SY | $14.65 | $61,530.00 |
| 500 | COMPACT & FINISH SUBGRADE | 4,200.000 | SY | $1.80 | $7,560.00 |
| 600 | 12" FLEXIBLE BASE | 4,200.000 | SY | $16.65 | $69,930.00 |
| 700 | PRIME (MC-30) SY {0.25} | 2,100.000 | SY | $1.35 | $2,835.00 |
| 800 | 3" TYPE C HOT MIX | 2,100.000 | SY | $24.35 | $51,135.00 |
| 900 | TACK (RC-250) 5% - 10% | 2,100.000 | SY | $0.50 | $1,050.00 |
| 1000 | 2" TYPE D HOT MIX | 2,100.000 | SY | $19.15 | $40,215.00 |
| 1100 | 6" CURB & GUTTER 24" WIDE | 385.000 | LF | $32.45 | $12,493.25 |
| 1200 | CONCRETE PAVEMENT (STD CREW) 8" w/ Steel | 2,100.000 | SY | $125.00 | $262,500.00 |
| 1300 | 4" CONCRETE ISLAND / Sdwk | 1,225.000 | SF | $11.05 | $13,536.25 |
| 1400 | H C Ramps | 7.000 | EA | $1,675.00 | $11,725.00 |
| 1500 | Curb Inlet | 1.000 | EA | $9,270.00 | $9,270.00 |
| 1600 | Saw Asphalt | 274.000 | LF | $5.30 | $1,452.20 |
| 1700 | Stripe 4" (White) | 230.000 | LF | $4.00 | $920.00 |
| 1800 | Stripe 8" (White) | 450.000 | LF | $5.30 | $2,385.00 |
| 1900 | Stripe 24" (White) | 165.000 | LF | $23.80 | $3,927.00 |
| 2000 | 4" (Double) Yellow | 380.000 | LF | $7.95 | $3,021.00 |
| 2100 | Arrow (White) | 7.000 | EA | $330.00 | $2,310.00 |
| 2200 | XWALK BAR, 16 - 24", w x 6' - 8' long | 43.000 | EA | $211.00 | $9,073.00 |
| 2300 | Yield Line, Sharks Teeth, 24" - 30" | 5.000 | EA | $79.25 | $396.25 |
| 2400 | Remove & Salvage Traff Signal Mast Arm Pole | 1.000 | EA | $990.00 | $990.00 |
| 2500 | (1) 4" PVC Trench F & I | 100.000 | LF | $52.80 | $5,280.00 |
| 2600 | (1) 4" PVC in Bored F & I | 300.000 | LF | $79.25 | $23,775.00 |
| 2700 | Ground Box w/ Apron, TxDOT Type D F & I | 4.000 | EA | $1,980.00 | $7,920.00 |
| 2800 | Signal Pole, Single Mast Arm - 44 fl | 1.000 | EA | $2,245.00 | $2,245.00 |
| 2900 | Signal Pole Foundation, 36-B x 15' | 1.000 | EA | $8,585.00 | $8,585.00 |
| 3000 | Signal Display, 3-Section I & R | 2.000 | EA | $1,450.00 | $2,900.00 |
| 3100 | Signal Display, 4-Section I & R | 1.000 | EA | $1,850.00 | $1,850.00 |
| 3200 | (4) Radar Detectior System | 1.000 | EA | $9,245.00 | $9,245.00 |
| 3300 | Opticom Radio 1-Unit | 1.000 | EA | $1,320.00 | $1,320.00 |
| 3400 | Radio Unit & Antenna | 1.000 | EA | $925.00 | $925.00 |
| 3500 | Sign on Signal Pole Aluminum | 2.000 | EA | $265.00 | $530.00 |
| 3600 | Signal Cable, 16 Conductor, 14 AWG F & I | 400.000 | LF | $7.25 | $2,900.00 |
| 3700 | Signal Cable, 7 Conductor, 14 AWG F & I | 100.000 | LF | $5.25 | $525.00 |
| 3800 | Signal Cable, 5 Conductor, 14 AWG F & I | 75.000 | LF | $4.60 | $345.00 |
| 3900 | 6 AWG Bare F & I | 300.000 | LF | $2.65 | $795.00 |
| 4000 | Wavetronix Cable - Install Only | 700.000 | LF | $5.30 | $3,710.00 |
| 4100 | Opticom 3 Conductor 20 AWG Shielded F & I | 100.000 | LF | $3.95 | $395.00 |
| | **JOB TOTAL >>>>>** | | | | **$772,063.40** |

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE PROCUREMENT OF SERVICES NECESSARY TO FACILITATE THE EMERGENCY REPAIR OF DAMAGED STREET IMPROVEMENTS LOCATED AT OR ABOUT THE INTERSECTION OF GOLF COURSE ROAD AND MIDKIFF ROAD; APPROPRIATING AND ALLOCATING FUNDS; AND AUTHORIZING PAYMENT FOR SAID SERVICES IN AN AMOUNT NOT TO EXCEED $850,000.00**

**WHEREAS,** sewer lines and storm drain facilities located at or about the intersection of Midkiff Road and Golf Course Road were damaged; and

**WHEREAS,** the City's Utilities Department and Engineering Services Department determined that repairing the sewer lines and storm drain facilities was necessary due to unforeseen damage to public property and was of an emergency nature to preserve and protect the public health and safety of the residents of the City of Midland; and

**WHEREAS,** the nature of said emergency repairs necessitated damage to street improvements located at or about the intersection of Golf Course Road and Midkiff Road (the "Damaged Street Improvements"), and the City's Engineering Services Department has determined that repairing the Damaged Street Improvements is necessary due to unforeseen damage to public property and is of an emergency nature to preserve and protect the public health and safety of the residents of the City of Midland; and

**WHEREAS,** the Engineering Services Department has determined that all services that are needed to facilitate the repair of the Damaged Street Improvements, including but not limited to construction services and temporary traffic control services (collectively, the "Emergency Services"), can be procured at a total cost not to exceed $850,000.00; and

**WHEREAS,** the City Council finds that the expenditures for the Emergency Services are exempt from competitive bidding requirements because they are procurements that are necessary due to unforeseen damage to public property and are necessary to preserve and protect the public health and safety of the residents of the City of Midland; and

**WHEREAS,** the City Council finds it necessary to authorize and approve the procurements of the Emergency Services at a total cost not to exceed $850,000.00 and to authorize payment therefor;

**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 or the City Manager's designee is hereby authorized to procure said Emergency Services and to execute all contracts and documents necessary to effect said procurements.

**SECTION THREE.** That the following sums are hereby appropriated or allocated to the Emergency Repair - Golf Course Road and Midkiff Intersection Project (900336):

A. $600,000.00 is appropriated from the Street Improvement Fund (095); and

B. $250,000.00 is allocated from the 2020 operating budget of the Water & Sewer fund (300).

**SECTION FOUR.** That the City Comptroller is hereby authorized and directed to pay for said Emergency Services in a total amount not to exceed $850,000.00 from funds available in the Emergency Repair - Golf Course Road and Midkiff Intersection Project (900336) upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**City Council Meeting**

**Item Number 9**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Justine Ruff, Airports Director
**Subject:** Consider a motion authorizing the Director of Airports to advertise a Request for Bids for the MAF Airfield Pavement Marking Project. (CITY SECRETARY'S OFFICE)

Approved for Agenda:

City Manager's Office

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**Purpose:**

Consider a motion authorizing the Director of Airports to advertise a Request for Bids for the MAF Airfield Pavement Marking Project.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

To be determined.

**Discussion:**

In Amendment #13 to the Professional Service Agreement with Parkhill, Smith & Cooper, the Airfield Pavement Marking Project was added to the Agreement. This project includes restriping the pavement markings on Runways 10/28, 4/22 and 16L/34R. The project will also restripe all the airfield taxiways. Runways 4/22 and 16L/34R and Taxiway W will be rehabilitated by placing sealant in the surface cracks, and applying a surface treatment and remarking the pavements. This project is not included in an FAA Grant. The FAA is not currently supporting General Aviation (GA) Runways, and they look at runway painting as maintenance so there is no FAA money for this project. However, the airfield pavement markings on all runways and taxiways were applied two years ago, and aircraft traffic, as well as age, have faded the markings and reduced the level of reflectance on the reflective beads. During the last FAA Certification Inspection, the inspector indicated that the markings on the runways and taxiways needed to be repainted. Due to the FAA currently not funding improvements to GA runways, a rehabilitation process is needed to extend the life of the asphalt pavements as long as possible before full reconstruction must occur or the runways must be taken out of service.

# Project Manual

Midland International
Air & Space Port

## Midland International Air & Space Port (MAF)

## Airfield Pavement Marking Improvements

## Midland, Texas

April 2020

PSC Project # 01977220

PARKHILLSMITH&COOPER

# Project Manual

Midland International
Air & Space Port

# Midland International Air & Space Port (MAF)

# Airfield Pavement Marking Improvements

# Midland, Texas

This document is released on April 22, 2020 for the purpose of interim review under the authority of Lawrence G. Bell, P.E., Texas license # 80564. It is not to be used for regulatory approval, construction, bidding or permit purposes. Parkhill, Smith & Cooper Inc.

F-560

April 2020

PSC Project # 01977220

PSC PARKHILLSMITH&COOPER

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## APPENDIX


APPENDIX A – CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

**ADVERTISEMENT FOR BIDS**
**NOTICE TO BIDDERS**

Sealed proposals addressed to the Honorable Mayor and City Council of Midland, Texas, will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:30 p.m, Thursday, June 25, 2020, furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port, Midland, Texas. These improvements are contained in plans and Specifications entitled, "Midland International Air & Space Port, Airfield Pavement Marking Improvements," dated April 2020.

Immediately following closing time for receipt of bids, proposals will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Principal items of work are set forth in specific detail in the proposal section of these Specifications; however, work items may be generally described as:

> Restripe the air carrier runways and taxiways, rehabilitate and restripe the general aviation runways and taxiways, seal cracks, remove marking, remove rubber, and miscellaneous construction items.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port, Midland, Texas.

A bid proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of Bidder and that Bidder will enter into the written contract. Guaranty is to amount to 5 percent of total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a bid bond.

Bidders are expected to inspect site of work and inform themselves regarding all local conditions.

Information for bidders, proposal forms, Specifications, and plans are on file in the offices of Director of Airports, Midland International Air & Space Port.

Downloadable documents (PDF file extension format) can be obtained from the PSC Info Exchange web site after registering as a plan holder with PSC at www.team-psc.com/bids/ or by contacting Debbie German, Project Assistant, at dagerman@team-psc.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Amy M. Turner
City Secretary

## INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Bid Form in the bound specifications.

In addition to the completed Bid Form, bids shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete bid as specified will be considered as sufficient cause for rejection of the bid.

IB-2. PREPARATION OF BID FORM

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with the Bid Form. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with the Bid Form. Bid Form and accompanying documents shall be enclosed in a sealed envelope, addressed to the Honorable Mayor and City Council, City of Midland, Texas marked "Bid for Vehicle Parking Improvements" with name and address of Bidder also shown thereon.

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Bid, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, in order to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his bid security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each bid must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as bid security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such bid security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish performance and payment bonds and execute Contract within 10 days after date of award, security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the contract documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of ambiguity or lack of clearness in Bid Form, Owner will adopt the most advantageous construction thereof or reject the bid. Owner reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the public. Further, Owner reserves

the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Bids for a period not to exceed 90 days, before making an award. No Bid, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to submission of a Bid, each Bidder shall have made a thorough examination of the site of work and of the plans and specifications, and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the work upon which he bids. Bidders shall make such investigations of the nature of the project as they deem necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Bid shall be prima facie evidence that Bidder has made such an examination. Contact Justine Ruff, Director of Airports (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 2 p.m, Thursday, June 11, 2020, in the Conference Room at Midland International Air & Space Port. At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this project. All bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is NOT mandatory.

Only one representative from each Registered Plan Holder may attend the prebid conference due to current COVID-19 restrictions. If you will have a representative at the prebid, you must RSVP by contacting Debbie German at dagerman@team-psc.com.

Project site visits by bidders or subcontractors are to be coordinated with Airport Facilities Manager, Chris Welch at cwelch@midlandtexas.gov or 432.560.2200.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished plans and Contract documents issued by Parkhill, Smith & Cooper Inc. Engineer shall receive requests for clarifications to specifications and plans at least three days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with the Bid when it is submitted. All addenda shall become a part of these contract documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of work included in the project covered by these documents, shall be given a reasonable opportunity to examine the documents and prepare a bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

1. Downloadable documents (PDF file extension format) can be obtained from the PSC Info Exchange web site after registering as a plan holder with PSC at www.team-psc.com/bids/ or by contacting Debbie German, Project Assistant, at dagerman@team-psc.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of specifications and plans for his use during construction. This shall include all plans and specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper execution of the work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at $50.00 per set, exclusive of postage or freight charges.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning scope of work, insurance and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the work included in this contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings or areas by direct negotiation with the Director of Airports, Midland International Air & Space Port, Midland, Texas.

IB-14. WITHDRAWAL OF BIDS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Bid not later than the time set for opening thereof. At the time of opening of Bids, when such Bid is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Bid for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Bids in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Bid Form.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

IB-17. DELETED

IB-18. DELETED

IB-19. DELETED

IB-20. WAIVER

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

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES THAT BIDDER UNDERSTANDS ALL TERMS OF BIDDING DOCUMENTS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-21. 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 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. CONTRACTOR SPECIFICALLY AGREES THAT IF 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,

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. CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

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

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.

BID BOND

THE STATE OF TEXAS )

SURETY'S NO._____

COUNTY OF MIDLAND )

KNOWN 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, a home rule municipal corporation of Midland County (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 Obligee to perform all work associated with the construction of the Airfield Pavement Marking.

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 any time after such Bid is opened and before official rejection of 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, Obligee, in either of such events, shall be entitled and is hereby given the right to collect 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 WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of_____, 20___.

| | |
|---|---|
| _____ | _____ |
| Surety | |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

# SECTION 00 41 00 - BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Honorable Mayor and City Council
City of Midland
PO Box 1152
Midland Texas 79702-1152

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

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting Bid, Bidder represents:

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

| Addendum No. | Addendum Date |
|---|---|
| | |
| | |
| | |

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

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

D. Bidder carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site identified in the Geotechnical Investigation attached herein.

E. Bidder considered: information known to Bidder, information commonly known to contractors doing business near Site, information and observations obtained from Site visits, Bidding Documents, and any Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and

performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on information and observations referred to in Article 3.01.E, no further examinations, investigations, explorations, tests, studies, or data are necessary to determine Bid for performance of Work at price bid and within times required, per other terms and conditions of Bidding Documents.

G. Bidder is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Bidding Documents.

H. Bidder gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovered in Bidding Documents, and confirms written resolution thereof by Engineer, is acceptable to Bidder.

I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.

J. Submission of Bid constitutes an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

## ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies:

A. Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity nor submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract. For Article 4.01.D:

1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process;

2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process to detriment of Owner, (b) establish bid prices at artificial noncompetitive levels, or (c) deprive Owner of benefits of free and open competition;

3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without Owner knowledge, to establish bid prices at artificial, noncompetitive levels; and

4. Coercive Practice: Harming or threatening to harm, directly or indirectly, persons or property to influence participation in bidding process or affect Contract execution.

## ARTICLE 5 – BASIS OF BID

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

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|
| **BASE BID** | | | | | |
| 1. | Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control | LS | 1 | $ | $ |
| 2. | Item C-105, Mobilization, complete | LS | 1 | $ | $ |
| 3. | Item P-101 Asphalt Joint and Crack Seal, excluding sealant material | LF | | $ | $ |
| 4. | Item P-101 Material for Asphalt Joint and Crack Seal | GAL | | $ | $ |
| 5. | Item P-101, Runway 34L Blast Pad Improvements | LS | 1 | $ | $ |
| 6. | Item P-101 Asphaltic Pavement Repair, excluding P-401 | SY | | $ | $ |
| 7. | Item P-401 Bituminous Surface Course | TON | | $ | $ |
| 8. | Item P-608 Asphalt Surface Treatment | SY | | $ | $ |
| 9. | Item P-608R Rapid Cure Asphalt Surface Treatment | SY | | $ | $ |
| 10. | Item P-608 Runway Friction Testing | LS | | $ | $ |
| 11. | Item P-620 Obliterate Runway and Taxiway Marking | SF | | $ | $ |
| 12. | Item P-620 Runway and Taxiway Marking | SF | | $ | $ |
| 13. | Item L-853 Remove Retroreflective Centerline Markers | EA | | $ | $ |
| **TOTAL BASE BID ITEMS** | | | | | **$** |

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

**Total of Lump Sum and Unit Price Bids = Total Bid Price** **$** _____

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

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees Work is substantially complete, completed, and ready for final payment on or before dates or within number of calendar days indicated in Agreement.

6.02 Bidder accepts provisions of Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Required Bidder Qualification Statement with Supporting Data.

## ARTICLE 8 – DEFINED TERMS

8.01 Terms used in this Bid with initial capital letters have meanings stated in "Instructions to Bidders" and "Special Provisions."

## ARTICLE 9 – BID SUBMITTAL

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

_____

**By**:*[Signature]* _____

*[Printed name]* _____

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

**Attest**:*[Signature]* _____

*[Printed name]* _____

**Title**: _____

**Submittal Date**: _____

**Address for notices**:

**Phone Number**:

**Fax Number**:

**Contact Name and email address**:

**CONTRACT**

STATE OF TEXAS

COUNTY OF MIDLAND

THIS AGREEMENT, made and entered into this _____day of _____, 20____, by and between the City of Midland, of the County of Midland and the State of Texas, acting through

_____

thereunto duly authorized so to do, Party of the First Part, hereinafter termed Owner, and

_____

of the City of _____, County of _____and State of _____, 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 said Party of the First Part (Owner) to commence and complete the construction of items of work included in this project which are described as follows: Restripe the air carrier runways and taxiways, rehabilitate and restripe the general aviation runways and taxiways, seal cracks, remove marking, remove rubber, and miscellaneous construction items..

Work will also include other miscellaneous materials, equipment, machinery, superintendence and labor for constructing these improvements for the Midland International Air & Space Port, Midland, Texas.

These improvements are shown on the plans entitled "City of Midland, Midland International Air & Space Port, Airfield Pavement Marketing" dated April 2020, and the specifications attached hereto.

This contract shall include all extra work in connection, therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) owner proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in he Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, and in accordance with the plans, which includes all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the Specifications therefor, as prepared by Parkhill, Smith & Cooper, Inc., Consulting Engineers, Abilene, Amarillo, Austin, El Paso, Frisco, Lubbock, and Midland, Texas, as well as Bernalillo and Las Cruces, New Mexico, herein entitled Engineer, each identified by the endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, and General Conditions of the Agreement, and the Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

Bidder hereby agrees to commence work under this contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete the work identified on the Plans as the Base Bid within 180 consecutive calendar days from Notice to Proceed.

Bidder further agrees to pay as liquidated damages the sum of $1,000.00 for each consecutive calendar day beyond the days allowed as hereinafter provided in Paragraph 32 of the General Conditions.

Owner agrees to pay Contractor in current funds for the performance of the contract in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided in the specifications, and to make payments on account thereof as provided therein.

By executing this Contract, Contractor agrees to waive and does hereby waive any claim it has or may have against the City of Midland, Texas and Parkhill, Smith & Cooper Inc., regarding the award of attorney's fees, which are in any way related to the Contract, or the construction, interpretation or breach of Contract. 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), the Contractor agrees to 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 intentional relinquishment of a presently existing known right. Contractor acknowledges that it understands all terms and conditions of the Contract.

By execution of the Contract, Contractor hereby represents and warrants to the City of Midland Texas, Contractor has read and understood Contract.

This Contract shall be governed by the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this contract shall be deemed to have occurred exclusively in Midland County, Texas.

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

Party of the First Part (Owner)

CITY OF MIDLAND, TEXAS

By_____
Patrick Payton, Mayor

ATTEST:

By_____
Amy M. Turner, City Secretary

Party of the Second Part (Contractor)

By_____

ATTEST:

By_____

Complete Address:

_____

_____

_____

**PERFORMANCE BOND**
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of the City of _____, County of _____ and State of _____, as principal, and

_____hereinafter called the Surety, are held

and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County,

Texas, (hereinafter called the City-Obligee), in the penal sum of _____

_____ DOLLARS, ($_____) lawful money of the United States, well

and truly to be paid to the City of Midland, Texas, 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 Owner-Obligee, dated

the ____ day of _____ 20_, to construct the Airfield Pavement Marking Improvements project for the Midland International Air & Space Port, Midland, Texas.

specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the 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 bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in any way 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 thereunder.

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

| Contractor | Surety |
| --- | --- |
| By_____ | By_____ |
| | (Title) |

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

**PAYMENT BOND**

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of the City of _____, County of _____ and State of _____,

as principal, and _____hereinafter called the Surety, are held and firmly bound unto the City of

Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-

Obligee), in the penal sum of _____

_____ DOLLARS, ($_____) lawful money of the United States, well and

truly to be paid to the City of Midland, 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 Owner-Obligee, dated the _____day of _____ 20__, to construct the Airfield Pavement Marking Improvements project for the Midland International Air & Space Port, Midland, Texas.

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

NOW, THEREFORE, the condition of this obligation is that if 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 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.

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this 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 any way 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 thereunder.

WITNESS our hands this the _____ day of _____, 20_.

| Contractor | Surety |
| --- | --- |
| By_____ | By_____ (Title) |

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date_____

Type of Project: Airfield Pavement Marking Improvements

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described, exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

Policy No. Effective Expires Limits of Liability

Workmen's Compensation

Public Liability

1 person $

1 accident $ Contingent

1 person $ Liability

1 accident $

Property Damage

Builder's Risk

Automobile

Other

The following Policies (do) (do not) cover all sub-contractors.

Locations Covered:

Description of Operations Covered:

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after the insured has received such written notice.

FIVE COPIES OF THIS CERTIFICATE MUST BE SENT TO THE OWNER

_____
(Name of Insurer)

By_____
Title_____
Phone_____

NOTE: THE CITY OF MIDLAND AND PARKHILL, SMITH & COOPER, INC. SHALL BE NAMED AS ADDITIONAL INSUREDS ON REQUIRED INSURANCE POLICIES.

SAMPLE ONLY
SUCCESSFUL CONTRACTOR SHALL PROVIDE CERTIFICATE OF INSURANCE FROM HIS INSURANCE CARRIER

**INTENTIONALLY LEFT BLANK**

## EXPERIENCE RECORD

List of Projects, similar to that covered by Proposal, which Bidder has successfully completed:

| Amount of Contract Award | Type of Work | Date Completed | Name and Address of Owner |
|---|---|---|---|

List of Projects Bidder is now engaged in completing:

| Amount of Contract Award | Type of Work | Percent Completed | Name and Address of Owner |
|---|---|---|---|

List of Surety Bonds in force on the above uncompleted work:

| Amount of Contract Award | Amount of Bond | Name of Surety Company |
|---|---|---|

Bidder

By

Business Address

## EQUIPMENT SCHEDULE

The Bidder should list the major equipment which is available and serviceable for use on this work.

Portion of work bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By _____

Title _____

## PROMPT PAYMENT

Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 working days from the receipt of each payment the prime contractor receives from the City of Midland. Prime Contractor agrees further to return retainage payments to each subcontractor within 30 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Midland.

# SPECIAL PROVISIONS

## SP-1 SCOPE OF WORK

The work to be accomplished under these specifications, including the plans, shall consist of the following:

The principal items of work are set forth in specific detail in the proposal section of these specifications; however, the work items may be generally described as: Restripe the air carrier runways and taxiways, rehabilitate and restripe the general aviation runways and taxiways, seal cracks, remove marking, remove rubber, and miscellaneous construction items..

The work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port, Midland, Texas.

All labor, materials, and equipment necessary to complete the work called for in these specifications and shown on the plans shall be furnished by Contractor.

Payment for the various items of work will be made as specified under the various payment paragraphs of the technical sections.

## SP-2 CONTRACT DOCUMENTS

All work covered by this contract shall be done in accordance with the Contract Documents described in the General Conditions. The drawings included in the documents consist of the plans entitled "Midland International Air & Space Port, Airfield Pavement Marking Improvements" dated April 2020.

All bidders shall be thoroughly familiar with all of the drawings and specifications. Contractor shall be responsible for the satisfactory completion of all work shown on the drawings or specified.

The intent of the plans and specifications is to prescribe a complete work or improvement which Contractor undertakes to do in full compliance with the plans, the specifications, the special provisions, proposal, and contract. Contractor shall do all work including such additional, extra, and incidental work as may be considered necessary to complete the project in a satisfactory and acceptable manner, as provided in the plans, proposal, and contract. He shall furnish, unless otherwise provided in the specifications, special provisions, or contract, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the work.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Contract, Performance Bond, Special Bonds (if any), Proposal, Special Provisions, Notice to Bidders, Instructions to Bidders, Technical Specifications, Plans and General Conditions of the Contract.

## SP-3 TIME AND ORDER OF COMPLETION

The Contract Documents (Construction Safety & Phasing Plan - CSPP) describe the required project phasing. Such phasing is required to best match the runway closures with the seasonal weather.

Contractor will be permitted to prosecute certain portions of the work in the order and manner of his own choosing to the best interest of the project. However, the work shall be conducted in such manner and with such materials, equipment and labor as may be required to insure completion in accordance

with the plans and specifications within the time stated in the Proposal and in Contract. Contractor shall furnish Engineer with his proposed progress schedule and this schedule shall be approved by Engineer before work is commenced on the project.

Contractor is reminded that approved material submittals are required prior to the incorporation of the materials into this project. To avoid any delays in the progress of the work, it is imperative that complete information be provided to the Engineer as early as possible for review and approval.

Contractor will be required to execute various portions of the project in phases to maintain usage of airport facilities as well as safety during the entire project. Contractor will be allowed to develop his own phasing plan which will meet the intent of the phasing shown on the Plans. Contractor's phasing plan will be subject to Engineer's approval.

Other contractors may be performing work for Owner in the same general area as that covered under this contract. Contractor shall be expected to coordinate his work with the work of other contractors as may be required to ensure that all work can be carried out with the least possible interference with the operation of other contractors or Owner. Contractor's coordination with other contractors shall require the approval of Engineer. Owner reserves the right to control and direct the sequence of operations in the areas where others will be working. Provision shall be made for other contractors to have suitable space to work and for storage of materials, as well as access to these areas.

Contractor shall schedule his work well in advance of actual operations and shall keep the Engineer advised of this schedule so that close coordination can be maintained with the Director of Airports and with other contractors. Portions of taxiways and runways will be closed as required for proper execution of the work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Notice to Airmen (NOTAM's) required for various construction operations, will be filed by the Director of Airports.

When closing of portions of the airfield for construction is required, the time closed shall be kept to a minimum time. Contractor shall be required to provide, install and maintain approved closed runway and/or taxiway markings in accordance with FAA Advisory Circular 150/5370-2F, and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. All operations shall be coordinated through Engineer and the Director of Airports.

## SP-4 LIMITATION OF OPERATION

Each item of work shall be completed without delay and in no instance shall Contractor be permitted to transfer his forces from uncompleted work to new work without the permission of Engineer. Contractor shall be required to submit a schedule of operations to Engineer for approval. Contractor shall not commence new work to the prejudice of work already started.

Contractor shall take all precautions necessary to ensure the safety of operating aircraft and their passengers as well as that of his own equipment and personnel. Special considerations shall be given to flight schedules and routes to be taken by equipment traveling within the airport area. Contractor shall provide all such equipment with a flag on a staff so attached to the equipment that the flag will be readily visible. The flag shall be not less than three feet square consisting of a checkered pattern of international orange and white squares of not less than one foot on each side. Contractor shall make his own estimate of all difficulties to be encountered. Equipment not actually in operation shall be kept clear of landing areas; personnel shall not enter areas of the airport where aircraft are operating without specific permission.

Nighttime construction activities will not be permitted without the prior approval of the Engineer and the Director of Airports. If required and permitted, nighttime construction activities shall be

as noted on the plans and coordinated, through Engineer, with the Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within the airport area with a flashing light, which shall remain visible and operational at all times.

All operations shall be coordinated, through Engineer, with the Director of Airports, to the end that no interference with aircraft traffic on active runways, taxiways or aprons will result from the operations of Contractor. Construction activities will not be allowed within the safety areas of any active runway or taxiway unless approved by Engineer and Director of Airports.

Contractor shall maintain flagmen, as may be required, to direct his construction traffic if it becomes necessary for such traffic to cross or travel along any active taxiway, apron or runway. Traffic shall be directed away from these facilities whenever possible and no traffic shall ever cross an active runway, taxiway or apron without having proper clearance.

Contractor shall schedule his work well in advance of actual operations and shall keep Engineer advised of this schedule so that close coordination can be maintained with the Director of Airports. Aprons, runways and taxiways will be closed as required for proper execution of the work as provided in above paragraphs.

Contractor shall exert every effort to maintain the safety of aircraft traffic and shall acquaint himself with the rules and regulations concerning aircraft traffic safety. The requirements of FAA Advisory Circular 150/5370-2F, "Operational Safety on Airports During Construction," will be maintained. Violations of the safety rules by Contractor's workmen shall result in the discharge of such men in accordance with the General Conditions. Continued violations of safety rules and regulations by Contractor, after having been notified of such violations by Engineer, shall constitute grounds for suspending Contractor's operations until steps are taken that will insure a safe operation.

Contractor's field, office, and material storage shall be located at a location agreed to by the City of Midland. Contractor shall provide an area for parking all equipment not being used for construction purposes, and for parking of employee vehicles. This area shall be located away from the operational area of the airport in an area approved by Engineer and the Director of Airports. No employee or other unauthorized vehicles will be allowed within the operational area of the airport. If Contractor needs his field office to be outside of the service area, Contractor can install temporary security fencing around the office site. The security fence will be required to be approved by the airport.

Contractor shall utilize existing vehicle gates for his employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the operational area of the airport through this gate. Entrance through the gate shall be controlled by Contractor at all times that Contractor’s employees or sub-contractors are entering/exiting the gate.

Hauling routes shall not be along or across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Engineer and the Director of Airports. Any damage incurred by Contractor's equipment shall be repaired by and at the expense of Contractor, and as required by Engineer and the Director of Airports.

Contractor shall maintain the pavement surfaces of runways, taxiways, and aprons, which are allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by the Director of Airports.

The successful Bidder shall be subject to a pre-award review by the Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine previous compliance status of Contractor.

Contractor shall be subject to a pre-construction conference to discuss phasing and project safety control after award of contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is being performed on or adjacent to the aircraft operating areas (AOA), the following Rules and Regulations will apply unless otherwise authorized by Airport Operations. **Contractor will be required to have all picture-badged supervisors fingerprinted. The fingerprinting cost is $50 per person. This cost shall be paid by Contractor.**

5-1 AOA Badge

At least one supervisor with an AOA picture badge must be present at all times with any group of unbadged personnel.

5-2 Escorts

All escorts performed by Contractor within the AOA must be accomplished by picture badged personnel operating a vehicle marked by a 3'x3' orange and white checkered flag. Traffic must adhere to haul routes at all times (see Subparagraph 5-3 following). Only authorized airport personnel are to perform escorts off of established haul routes.

5-3 Haul Routes

The establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for the delineation of haul routes.

The criteria of establishing the perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of the haul route, at intervals which easily define the route.

B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.

C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.

D. Haul Routes that cross or come within 153 feet of a taxiway must have a flagman present to control vehicular traffic.

E. No haul route may come within 1,000 feet from the end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes

Any construction activity utilizing a crane or any other hoisting device shall have the prior written approval of the Federal Aviation Administration. Contractor shall be responsible for filing the prescribed forms for airspace clearance in accordance with part 77 of the Federal Aviation Regulations. Applications for airspace clearance must be submitted at least thirty days prior to the beginning of construction activities. To avoid construction delays, Contractor is urged to file the prescribed forms in a timely manner. Airspace clearance from the FAA must be approved prior to the erection of the crane or other hoisting device. The following information is required:

A. Location of equipment
B. Maximum extendable height.

C. Duration of use.
D. Daily hours of operation.

The top of the crane must be marked by a 3'x3' orange and white checkered flag, and be lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Engineer at least 48 hours prior to actually erecting the crane.

5-5 Restricted Areas

Construction in the following areas is prohibited unless authorized by Airport Operations:

A. Within 90’ of a taxiway or apron taxiway centerline.
*B. Within 250’ parallel to a runway centerline.
C. Within 1,000’ of the end of the runway.
D. Within certain areas about the runway so as to cause interference with navigational equipment.

* 500' during poor visibility as determined by Airport Operations.

5-6 Trenches and Excavations

No trenches or excavations will be allowed within the following areas:

A. Within 250’ parallel to runway centerline.
B. Within 90’ parallel to a taxiway or apron taxiway centerline.
C. Within 1,000’ of the end of a runway.

EXCEPTION: Authorization will be considered on a case by case basis by Airport Operations.

5-7 Stockpiles of Material

No stockpiled material will be allowed within the following areas:

A. Within 500’ parallel to runway centerline.
B. Within 90’ parallel to a taxiway or apron taxiway centerline.
C. Within 1,000’ of the end of a runway.

EXCEPTION: Authorization will be considered on a case by case basis by Airport Operations.

5-8 Escorts, Badges and Permits

When AOA construction activity is being performed on or adjacent to the aircraft operating area and access onto the apron is required, the following rules will apply unless otherwise authorized by Airport Operations.

A. Escorts

Contractor vehicles and equipment must be escorted by Airport Operations and observe the Rules and Regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges
Contractor personnel will display an AOA Identification Badge.

C. AOA Access Permit
Contractor vehicles will display an AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment such as tractors, dump trucks, and cranes will not be required to display an AOA Access Permit.

5-9 Protection of Airfield Areas

The following procedures will be utilized in order to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways or aprons. All materials and labor to furnish, erect, maintain, and remove these items shall be provided by Contractor as subsidiary to other items in the project.

A. When any taxiway or other AOA is closed, the area will be protected by cones and flashing lights set up at the entrances to the closed areas.

B. Appropriate NOTAM's will be issued on the closure and its associated maintenance or construction activity.

C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by the circumstances requiring the closure.

D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have the hole itself protected by cones and flashing lights. This will be in addition to cones and lights marking the closed area.

E. Major excavations (such as construction of new taxiways, ramps or other construction activity) or the major repairs of an existing taxiway or runway will be protected by 10-inch-wide by 8-feet-long plastic FAA approved barricades (striped orange and white), with at least two red flashing lights on top of each barricade.

F. In some cases taxiway centerline striping will be obliterated and a temporary displaced centerline provided.

G. All activities on the airfield must be continually coordinated through the Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Prior to final acceptance of this project by Owner, Contractor shall execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of these improvements, have been paid in full, including any retainage, and that there are no claims pending, of which he has been notified.

SP-7 CALENDAR DAY

Time for completion of the project and for liquidated damages shall be in accordance with the provisions of the General Conditions, Paragraph GC-32, TIME FOR COMPLETION AND LIQUIDATED DAMAGES. A calendar day is defined as every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, either above or below ground, including buildings, fences, pipelines, utilities, roads, etc., whether publicly or privately owned and including work performed by others. Contractor shall be responsible for locating all underground facilities that might be damaged by the proposed construction.

Contractor shall be responsible for all damage done to either public or private property during the course of construction except as specifically provided otherwise in these specifications.

Known existing underground utilities and structures are shown on the plans. Their locations are believed to be reasonably accurate but are not guaranteed.

Contractor shall take all steps necessary to protect these existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall make his own provisions for his electrical, natural gas and other fuel requirements and shall pay for electricity, gas or fuel consumed during the construction of the project. Contractor shall construct his own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Engineer will provide Contractor with horizontal control points and a benchmark for vertical control. All construction staking shall be done by Contractor. References to lines and grades as established by Engineer shall be in reference to these control points.

Engineer will provide Contractor with all necessary information relating to control points set by Engineer. Contractor will be responsible for laying out the work. Engineer will check grade control and major layouts at his discretion, but this check will not relieve Contractor of his responsibility of correctly locating line and grade in accordance with the plans and specifications.

Engineer will take all measurements necessary for the determination of the amount of work performed under the various items for which payment is provided. Whenever necessary, work will be suspended to permit this work, but such suspension will be as brief as practicable and Contractor shall be allowed no extra compensation therefor.

Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings as Engineer may set for either his own or Contractor's guidance shall be scrupulously preserved by Contractor. In case of negligence on the part of Contractor or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at the discretion of Engineer.

## SP-11 WATER FOR CONSTRUCTION

Contractor shall make his own provisions for his water requirements and shall pay for all water consumed during the construction of the project. Contractor shall make his own arrangements for connections to existing water mains and fire hydrants and piping or hauling the water to the point where the water is required, all at his own expense.

## SP-12 MATERIAL TESTS

Various tests on materials of construction are required in the specifications. In general, Contractor shall bear the cost of all material tests required before approval of a material, source or mix design. The City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of the improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of any material are used or where compliance with the specifications can be determined by visual inspection, no tests are required. Certificates of compliance shall be required on all materials not tested.

All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality or if the product from any source proves unacceptable at any time, Contractor shall furnish approved material from another source.

## SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for both passengers and aircraft. Before closing existing apron, runways or taxiways, warning signs for air traffic shall be placed at such locations and shall be visible day and night. Any movement of Contractor's vehicles or equipment on or across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Paragraph SP-5-2.

Barricades for aprons closed to traffic shall consist of 10 inches wide by 8 feet long plastic FAA approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10' feet of clearance between the ends. Obstructions shall be illuminated at night. The proper illumination of obstructions is critical to the safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on the lights at night and turn them off at daytime. The lights shall be checked daily by Contractor to assure that batteries or power cells are in working order. In addition, the lights shall be checked by Contractor at night on a daily basis. Any lights found to be out of order, flashing weakly or in otherwise less than acceptable operating condition shall be immediately replaced or repaired. Engineer may suspend work on the project if Contractor's warning lights are not maintained in an acceptable manner. A twenty-five-dollar ($25.00) charge will be assessed Contractor for each light, per day, found to be inoperative by Owner's personnel or representatives.

## SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during the progress of work. Contractor shall meet all requirements of the EPA concerning air and water pollution. Contractor shall implement a Storm Water Pollution Prevention Plan as required by the plans and specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the airport shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the air and ground traffic than is considered necessary by Engineer. In protecting operational areas, the minimum clearances maintained for runways shall be in agreement with Part 77 of the Federal Aviation Regulations. During construction of the project, Contractor shall also maintain operational safety on the Airport in accordance with FAA's Advisory Circular 150/5370-2E, "Operational Safety on Airports During Construction" and SW5200.5B, "Airport Safety During FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Engineer and the Director of Airports.

Contractor shall be responsible for maintaining the pavement free of all rocks, gravel, dirt and other debris in areas where hauling is permitted on or across any active roadway, apron, runway, or taxiway, or in areas temporarily closed which are subject to opening on short notice. All rocks, gravel, dirt, or other debris shall be removed immediately by Contractor.

SP-16 FINAL CLEANING UP

As each intermediate phase of work is completed and prior to opening any portion of any airfield apron, roadway, runway or taxiway, Contractor shall be responsible for cleaning the construction site and adjacent pavement as specified above.

Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus, and discarded materials, rubbish and temporary structures. Material cleared from the site and deposited on property adjacent, will not be considered as being disposed of satisfactorily. The cost of the "Cleanup" shall be included as a part of the cost of the various items of work involved, and no direct compensation will be made for this work.

SP-17 INSURANCE

Contractor shall not begin work under this contract until he has obtained all insurance as required in the General Conditions of the Contract, has furnished proof of same to Owner, and Owner has approved the same. All insurance required for this project shall name the City of Midland and Parkhill, Smith & Cooper, Inc. as additional insureds.

Contractor shall also obtain an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland, Texas and Engineer as additional insureds and the amount of the policy shall be as follows: $1,000,000 for injuries, including accidental death, to one or more persons and subject to the above limit for each person, a total limit of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, a limit of not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000 for all damages arising out of injury to or destruction of property during the policy period. A copy of this policy shall be delivered to Owner.

Before work on any contract or subcontract is started, each Contractor and Subcontractor shall submit to Owner for approval seven certificates covering each insurance policy carried and offered as evidence of compliance with the above requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of the insured.

2. The location of the operations to which the insurance applied.

3. The number of policy and the type or types of insurance in force thereunder on the date borne by such certificate.

4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

5. A statement that the insurance of the type afforded by the policy applied to all of the operations of whatever character, which are undertaken by the insured during the performance of this contract, provided such operations are required in the performance of the contract.

6. A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of the Contract Documents and must be included with Contract Documents before execution by the City of Midland, Texas. Coverages specified herein apply to all operations of Contractor in connection with this work, including automobile and other vehicles.

Contractor's insurance shall cover himself and all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by the general contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill, Smith & Cooper, Inc. on the Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES AND OBSTRUCTIONS

All materials and debris specified to be disposed of by Contractor shall become the property of Contractor and shall be properly disposed of off the airport property by Contractor.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to the lines, grades, cross sections and dimensions. Any deviation from the plans which may be required by the exigencies of construction shall be determined by Engineer and authorized by him in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired or, if it cannot be satisfactorily repaired, removed and replaced at Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by Contractor at his expense.

Work done beyond that shown on the plans, or as given, except as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at Contractor's risk and will be considered unauthorized and, at the option of Engineer, may not be measured and paid for and may be ordered removed and replaced at Contractor's expense.

Upon the failure of Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned work or materials immediately after receiving formal notice from Engineer, Owner may recover for such defective work or materials on Contractor's bond, or by action in a

court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to Contractor, which cost will be deducted from any money due him.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due him for work on materials not clearly covered in the contract, or not ordered by the Engineer as an extra, Contractor shall notify Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall afford Engineer every facility for keeping actual cost of the work. Failure on the part of Contractor to give such notification or to afford Engineer proper facilities for keeping strict account of actual costs shall constitute a waiver of the claim for such extra compensation. The filing of such notice by Contractor and the keeping of costs by Engineer shall not in any way be construed to prove validity of the claim. When the work has been completed, Contractor shall within 10 days file his claim for extra compensation with Engineer, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

The attention of Contractor is invited to the fact that pursuant to the provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of the cost of these improvements. The above Act of Congress provides that the construction work and labor in each state shall be done in accordance with the laws of that state subject to the inspection and approval of the FAA and in accordance with the rules and regulations made pursuant to said Act. The construction work, therefore, will be subject to such inspection by the Administrator of the Federal Aviation Administration or his agents as may be deemed necessary to meet with the above requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party to the contract.

**SP-23 INDEMNIFICATION**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, ARCHITECT, AND ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, 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 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 OWNER, ARCHITECT OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OF OWNER'S OFFICERS, AGENTS AND EMPLOYEES AND PARKHILL, SMITH & COOPER, INC. AND THE OFFICERS, AGENTS AND EMPLOYEES OF PARKHILL, SMITH & COOPER, INC. 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 OWNER, OWNER'S OFFICERS, AGENTS AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, SMITH & COOPER, INC., OR THE OFFICERS, AGENTS AND EMPLOYEES OF PARKHILL, SMITH & COOPER, INC. WHETHER SUCH NEGLIGENT ACTS WERE THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR 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 OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.**

**CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE OWNER AND PARKHILL, SMITH & COOPER, INC. 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, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

**CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY'S FEES AWARDED AS A RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.**

SP-24 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by the Engineer of any part or all of the construction, as provided for in these specifications, it shall be under the charge and care of Contractor, and he shall take every necessary precaution against injury or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the nonexecution of the work. Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

**The Performance Bond shall remain in effect until one year after the date of the written acceptance of the work to insure compliance by Contractor with the requirements of this paragraph.**

SP-26 TEXAS STATE SALES TAX

The work under this contract is for an entity which qualifies for exemption pursuant to the provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this contract may purchase, rent or lease all materials, supplies and equipment incorporated into the project by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's rulings. However, equipment and parts for equipment purchased to be used on the project but 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 this project. Further, Contractor shall separate the charges for materials incorporated into the project from the charges for labor. Any such exemption certificate issued by Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts in connection with or in the vicinity of the project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall coordinate his work and theirs. Contractor's coordination with other contractors shall require the approval of Engineer. See Paragraph SP-3 for additional requirements concerning separate contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of the Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - EXCAVATION, TRENCHING AND SHORING for all trenching and excavation operations.

If depths of trenches are encountered which are over five feet, Contractor shall cut the trench walls to the angle of repose of the soils encountered, or shall submit alternate shoring details to Engineer for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve Contractor of liability for damage which may result from the moving of material or equipment.

The operations of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

SP-30 NOTICE TO PROCEED

The notice to proceed shall state the date on which it is expected Contractor will begin the construction and from which date contract time will be charged. Contractor shall begin the work to be performed under the contract within 10 days of the date set by Engineer in the written Notice to Proceed, but in any event, Contractor shall notify Engineer at least 24 hours in advance of the time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. The material has been stored or stockpiled in a manner acceptable to Engineer at or on an approved site.

B. Contractor has furnished Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

C. Contractor has furnished Engineer with satisfactory evidence that the material and transportation costs have been paid.

D. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

E. Contractor has furnished Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection. Partial payments shall be in accordance with GC-46, "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet the requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by the U.S. Department of Commerce and available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except that the required accuracy shall be 0.4 percent of the load being weighed or one graduation on the dial of the scale. Contractor shall provide personnel, facilities and equipment for checking the scales to the satisfaction of the Engineer.

All scales shall be checked prior to beginning of operations, after each move, at such other times when in the opinion of Engineer there is a question as to their accuracy or adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Engineer, certifying that the scales meet the requirements of this item. Plant operations shall cease during the checking operation. When inaccuracy or inadequacy is discovered, scale use will not be resumed until corrective measures have been completed and/or the scales calibrated. Whenever equipment is adjusted, the adjustments shall be so made as to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of the Contract (or at the Pre-Construction Meeting), Contractor shall submit a progress schedule for the project. The progress schedule shall be prepared in a form suitable to Engineer and shall show the proposed starting and completion dates for each phase of construction and each item of work within each phase. The progress schedule shall include a "Percent Complete Curve", with the monthly amount, cumulative amount, and cumulative percent. The progress schedule, when submitted in suitable form and provided the schedule indicates certain completion of the project within the time specified, will be approved in writing by Engineer. Revision or changes in the approved progress schedule may be made only with approval of Engineer.

SP-34 AVERAGE CLIMATIC RANGE

The time allowed for completion of the entire project shall include the number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather will be allowed until and unless such delays exceed the claims for extension of time because of abnormal inclement weather, such extension of time shall be granted only because such abnormal inclement weather prevented the execution of major items of work on normal working days. Weather conditions on a particular day may affect work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects the meteorological data from the Midland-Odessa area, and will be used to determine contract time extensions due to abnormally inclement weather. For the purposes of this Contract, "abnormally inclement weather" will be interpreted as the number of days in excess of the normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete the work will be based on calendar days, and will be granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE

| Month | Mean Number of Days of Rain (1) | Mean Number of Days of Snow/Ice Pellets (2) |
|---|---|---|
| January | 4 | 1 |
| February | 4 | 1 |
| March | 4 | 0 |
| April | 3 | 0 |
| May | 6 | 0 |
| June | 5 | 0 |
| July | 5 | 0 |
| August | 6 | 0 |
| Month | Mean Number of Days of Rain (1) | Mean Number of Days of Snow/Ice Pellets (2) |

| | | |
|---|---|---|
| September | 5 | 0 |
| October | 5 | 0 |
| November | 3 | 0 |
| December | 4 | 1 |
| Annually | 54 | 3 |

(1) Mean number of days rainfall, 0.01" or more.
(2) Mean number of days 1.0 inch or more.
(*) Less than one-half inch.

This table is based on information reported from Midland International Air & Space Port, Midland, Texas. Latitude 31 degrees 56 minutes N. Longitude 102 degrees 12 minutes W., elevation (ground) 2,863 feet.

Means are based on records covering a period of 30 years.

SP-35 SUBSTANTIALLY COMPLETE

In various areas of the specifications the term "Substantially Complete" is used. The definition of this term shall be as follows:

> Substantially complete shall occur at the time the work to be completed is complete as specified and Owner accepts and occupies the facility or improvement. All equipment shall have been completely installed, tested, and ready for Owner acceptance and use and accepted by Owner before work can be defined as substantially complete.

SP-36 SUBMITTALS

Transmit each submittal with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Schedule submittals to expedite the Project, and deliver to Engineer via the Info Exchange website (with the exception of product samples which shall be mailed to Engineer’s physical address). Coordinate submission of related items. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work. Distribution of copies of reviewed submittals to concerned parties shall be conducted by the Engineer’s Project Administrative Assistant (PASS) via the Info Exchange website instructing parties to promptly report any inability to comply with provisions.

Format

Submit all submittals digitally using .PDF file extension. Each submittal shall be a single .PDF file including transmittal letter. Multiple files for the same submittal will not be accepted. Submittals in any other format, including .ZIP files, will be rejected. Hard copies will not be accepted. To ensure each page is legible, .PDF pages of drawings shall be the same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected. Submittals will be uploaded to Engineer’s Info Exchange website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to be submitted, not digital files), Design Data, Test

Reports, Certificates, Manufacturer's Instructions, and Field Reports, and any other type of submittal submitted to Engineer.

Necessary submittals shall include but not necessarily limited to:

A. Preliminary CPM Contractor's construction schedule.
B. Detailed lighting plan for night work, if applicable.
C. Video/written report of existing facility conditions, documenting inspection results performed before start of work.
D. Contractor's Quality Control Plan (CQCP), submitted by preconstruction meeting.
E. Stormwater Pollution Prevention Plan (SWPPP) (Item P-156).
F. Bituminous surface course mix design with material test reports (Item P-401).
G. Vendor certified test reports for bituminous material (Item P-401).
H. Certification of compliance for bituminous tack coat (Item P-603).
I. Certification of compliance for all paint/marking (Item P-620).
J. Contractor's affidavit regarding settlement of claims (Closeout req.).
K. Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bills for materials and equipment, and other indebtedness connected with the Contract have been paid or otherwise satisfied (Closeout req.).
L. Original with notary signature, full/final release and waiver on liens from Contractor and for each subcontractor and material suppler that documents they were paid in full (Closeout req.).
M. Warranty (due at Final Completion).
N. Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

Geotechnical Reports for this project are available in the Appendix Reports and are included for information only.

SP-38 SOVEREIGN IMMUNITY

By executing this contract, Owner is not waiving its right to sovereign immunity. Owner is retaining its immunity from suit. Owner is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

SP-39 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.

SP-40 THIRD-PARTY BENEFICIARY

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.

**SP-41 RELEASES**

**NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS AND PARKHILL, SMITH & COOPER, INC., AND ITS 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 TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER'S NEGLIGENCE.**

SP-42 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 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 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. Owner does not have the power to direct the order in which the work is done. Owner shall not have the right to control the means, methods or details of Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

SP-43 NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this contract) of such damages, duly verified, within one hundred and fifty 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 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 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 Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that

Contractor's notice is insufficient. Owner reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty days after receipt of notice.

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

SP-44 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 Owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of Owner.

**SP-45 WAIVER OF ATTORNEY'S 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 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. CONTRACTOR SPECIFICALLY AGREES THAT IF 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, 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. CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**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.**

SP-46 PROMPT PAY ACT

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

SP-47 PAYMENT

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of said contract are completed, and Owner has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. Owner shall be the final judge of when the work is completed by Contractor. Owner, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to Owner's requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of final payment to Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until Engineer approves Contractor's final submittal. Contractor shall:

A. Provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
B. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
C. Complete final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of such property Owner.
D. Complete all punch list items identified during the Final Inspection.
E. Provide complete release of all claims for labor and material arising out of the Contract.
F. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
G. When applicable per state requirements, return copies of sales tax completion forms.
H. Manufacturer's certifications for all items incorporated in the work.
I. All required record drawings, as-built drawings or as-constructed drawings.
J. Project Operation and Maintenance (O&M) Manual.
K. Security for Construction Warranty.
L. Equipment commissioning documentation submitted, if required.

**INTENTIONALLY LEFT BLANK**

# GENERAL CONDITIONS OF THE CONTRACT

GC-01. OWNER

Whenever "Owner" or expression Party of First Part, or First Party, is used in contract documents, it shall be understood as referring to Owner as described in Contract.

GC-02. CONTRACTOR

Whenever "Contractor" or expression Party of Second Part, or Second Party, is used, it shall be understood to mean person(s), co-partnership, or corporation so defined in contract and who has agreed to perform work embraced in this contract, or to his or their legal representatives.

GC-03. ENGINEER

Whenever "Engineer" is used in this contract, it shall be understood as referring to Parkhill, Smith and Cooper Inc. (PSC), Consulting Engineers, in Abilene, Amarillo, Austin, El Paso, Frisco, Lubbock, and Midland, Texas, and Bernalillo and Las Cruces, New Mexico, Engineer of Owner, or such other Engineer, supervisor, or inspector as authorized by said Owner to act in any particular.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Bid Form, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any of documents before execution of contract.

Contract Documents are complementary, and called for by any one shall be as binding as if called for by all. In case of conflict between any Contract Documents, priority of Interpretation shall be in the following order: Signed Contract, Performance Bond, Special Bonds (if any), Bid Form, Special Provisions, Notice to Bidders, Instructions to Bidders, Technical Specifications, Plans and General Conditions of the Contract.

GC-05. SUBCONTRACTOR

" Subcontractor," as employed herein, includes only those having a direct contract with Contractor, and includes one who furnished material worked to a special design per plans or specifications of this work, but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to duly served if delivered in person to individual or to a member of firm or to an officer of the corporation for whom intended, or if delivered at or sent by registered mail to the last business address know to him who gives the notice.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation, and other facilities necessary for execution and completion of work covered by contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or work described in words applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all work and accomplish work in a manner acceptable to Engineer. Engineer will check Contractor's layout of all major structures and any other layout work done by Contractor at Contractors request, but check does not relieve Contractor of responsibility of correctly locating all work in accordance with plans and specifications.

GC-11. ENGINEER'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Contract that Engineer will observe the quality and progress of Work at various times. To prevent delays and disputes and to discourage litigation, it is further agreed that Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this contract. He shall determine all questions in relation to said work and the construction thereof, and shall in all cases decide every question which may arise relative to the execution of this contract on the part of said Contractor. Engineer's estimates and findings shall be the conditions precedent to the right of the parties hereto to any action of the contract, and to any rights of Contractor to receive any money under this contract; provided, however, that should Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with said Engineer within 30 days his written objection to the decision or direction so rendered. It is the intent of this contract that there shall be no delay in the execution of Work, therefore, the written decision or directions of Engineer as rendered shall be promptly carried out, and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor a written decision on all claims of the parties hereto and on all questions which may arise relative to the execution of Work or the interpretation of the contract, specifications and plans. Should Engineer fail to make such decision within a reasonable time, an appeal may be taken as if his decision had been rendered against the party appealing.

Whenever "directed," "required," "permitted," "designated," "considered necessary," "prescribed," or words of like import are used, direction, requirement, permission, order, designation, or prescription, of Engineer is intended; and similarly, "approval," "acceptable," "satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to Engineer.

Whenever in the specifications or drawings accompanying this contract, the terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the

fulfillment of which must depend on individual judgment, then in all such cases, any question of the fulfillment of said specifications shall be decided by Engineer, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining character of work.

## GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

Contractor agrees that Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors or project representatives as the said Engineer may deem proper to inspect the material furnished and Work done under this contract, and see that said material is furnished, and said work is done in accordance with the specifications therefor. Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or project representatives for the proper inspection and examination of work. Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or project representatives so appointed, when such directions and instructions are consistent with the obligations of this Contract and the accompanying plans and specifications, provided, however, should Contractor object to any orders by any subordinate engineer, supervisor or project representative, Contractor may within six days make written appeal to Engineer for his decision.

## GC-13. CONTRACTOR'S DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this contract and shall keep on Work, during its progress, a competent superintendent and any necessary assistants all satisfactory to Engineer. The superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Adequate supervision by competent and responsible representatives of Contractor is essential to proper performance of Work and lack of such supervision shall be grounds for suspending operations of Contractor. Important directions shall be confirmed in writing to Contractor. Other directions shall be so confirmed on written request in each case.

## GC-14. CONTRACTOR'S UNDERSTANDING

Contractor has, by careful examination, satisfied himself as to the nature and location of Work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of Work, the general and local conditions, and all other matters which can in any way affect Work under this contract. No verbal agreement or conversation with any officer, agent or employee of Owner, either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

## GC-15. CHARACTER OF WORKERS

Contractor agrees to employ only orderly and competent employees, skillful in performance of type of work required under this contract, to do Work; and agrees that whenever Engineer shall inform him in writing that any employee or employees on Work are, in his opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again be employed on Work without Engineer's written consent.

GC-16. CONTRACTOR'S BUILDINGS

Building of structures for housing employees, or erection of tents or other forms of protection, will be permitted only at such places as Engineer shall direct, and sanitary conditions of the grounds in or about such structures shall always be maintained in a manner satisfactory to Engineer.

GC-17. SANITATION

Necessary sanitary conveniences for the use of laborers on work, properly secluded from public observation, shall be constructed and maintained by Contractor in such manner and at such points as shall be approved by Engineer, and their use shall be strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Engineer with such promptness as to cause no delay in his own work or in that of any other Contractor, shop and/or setting drawings and schedules required for Work of the various trades, and Engineer shall pass upon them with reasonable promptness, making required corrections. Engineer's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called Engineer's attention to such deviations at the time of submission nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Engineer shall not have power to waive the obligations of this contract for the furnishing by Contractor of good material, and of his performing good work as herein described, and full accordance with the plans and specifications. No failure or omission of Engineer to condemn any defective work or material shall relieve Contractor from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that Engineer shall upon request of Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by Engineer, such acceptance shall be binding on Owner, unless it can be clearly shown that such material furnished does not meet the specifications for this work. Any questioned work may be ordered taken up or removed for re-examination, by Engineer, prior to final acceptance, and, if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by Contractor, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by Owner, provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should Contractor proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing and replacing his work if so directed by Engineer.

GC-20. DEFECTS AND THEIR REMEDIES

If Work or any part thereof, or any material brought on the site of Work for use in Work or selected for the same, shall be deemed by Engineer as unsuitable or not in conformity with the specifications, Contractor shall, after receipt of written notice thereof from Engineer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

## GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner may see fit, in line, grade, form, dimensions, plans or materials for Work herein contemplated, or any part thereof, either before or after the beginning of the construction without affecting the validity of this contract and the accompanying performance bond.

If such changes or alterations diminish the quantity of Work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of work is either increased or decreased and Work can fairly be classified under specifications, price adjustment for such increase or decrease shall be made according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under Extra Work. In case Owner shall make such changes or alterations as shall make useless any material already done or material already furnished or used then Owner shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

## GC-22. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT

If, at any time, methods or equipment used by Contractor are found inadequate to secure the quality of work or the rate of progress required under this contract, Engineer may order Contractor in writing to increase their safety or improve their character and efficiency, and Contractor shall comply with such order.

If, at any time, working force of Contractor is inadequate for securing the progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

## GC-23. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

Engineer shall furnish Contractor with an adequate and reasonable number of copies of all specifications without expense to him, and Contractor shall keep one copy of the same constantly accessible on Work, with the latest revisions noted thereon.

## GC-24. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by Engineer shall not be reused on other work, and with the exception of the signed contract sets, are to be returned to him on request, at the completion of Work. All models are the property of Owner.

## GC-25. ADEQUACY OF DESIGN

Owner believes he has employed competent engineers and designers. It is, therefore, agreed that Owner shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by Owner. The burden of proof of such compliance shall be upon Contractor to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves right to enter property or location on which Works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of supervising and inspecting Work, or for the purpose of constructing or installing such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this contract, in such manner as not to delay the progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in the Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate Contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy or policies of workmen's compensation insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near Work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State or Municipal laws or regulations. Contractor, his sureties and insurance carriers shall defend, indemnify and save harmless Owner and all its officers, agents, and employees and Engineer and his agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any persons or property, on account of any negligent act or fault of Contractor or any Subcontractor, their agents or employees, in the execution and supervision of said contract and project which is the subject matter of this contract or on account of the failure of Contractor or any Subcontractor to provide necessary barricades, warning lights or signs, and will be required to pay any judgment with costs which may be obtained against Owner or any of its officers, agents or employees, and/or Engineer, his agents and employees.

Safety precautions taken shall be the sole responsibility of Contractor, in his sole discretion as an independent contractor; the inclusion of this paragraph in the contract, as well as any notice which may be given by Owner, Engineer or their representatives concerning omissions under this paragraph as Work progresses, are intended only as reminders to Contractor of his duty and shall not be construed as any assumption of duty to supervise safety precautions by either Owner or Engineer.

GC-31. CONTRACTOR'S INSURANCE

Contractor shall procure and carry at his sole cost and expense throughout the life of Contract, insurance protection as hereinafter specified. All insurance shall name Owner and Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this contract. Contractor's insurance shall cover himself and as a minimum all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by the general contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and PSC on Worker's Compensation, and Employer Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance and Automobile Insurance:

A. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or a Subcontractor.
B. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit of not less than $1,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000 for all damages arising out of injury to or destruction of property during the policy period.
C. Automobile Insurance: Providing for a limit of not less than $1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person a total limit of $2,000,000 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.
D. Proof of Carriage of Insurance: Before work on any contract or subcontract is started, each Contractor and Subcontractor shall submit to Owner for approval six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:
    1. Name and address of the insured.
    2. Location of the operations to which the insurance applied.
    3. Number of policy and the type or types of insurance in force thereunder on the date borne by such certificate.
    4. Expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.
    5. Statement that the insurance of the type afforded by the policy applied to all of the operations of whatever character, which are undertaken by the insured during the performance of this contract, provided such operations are required in the performance of the contract.
    6. Provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Contractor and Owner understand and mutually agree the date of beginning and the time for completion as specified in the contract of Work to be done hereunder are ESSENTIAL CONDITIONS of this contract, and further mutually understand and agreed that 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 Owner, that the time for the completion of 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.

If said Contractor shall neglect, fail, or refuse to complete Work within the time herein specified, or any proper extension thereof granted by Owner, then Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to Owner the amount specified in the contract, 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 Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Owner would in such event sustain, and said amount is agreed to be the amount of damages which Owner would sustain and said amount shall be retained from time to time by Owner 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 Owner determines that Contractor is without fault and Contractor's reasons for the time extension are acceptable to Owner; Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of 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 Owner, acts of another Contractor in the performance of a contract with Owner, 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 subsection (a) and (b) of this article:

Provided, further, that Contractor shall, within 10 days from the beginning of such delay, unless Owner shall grant a further period of time prior to the date of final settlement of the contract, notify Owner, 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.

## GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, Owner agrees to pay Contractor the prices set forth in the Bid Form hereto attached, which has been made a part of this contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Contract, the attached specifications, the drawings and the requirements of Engineer.

## GC-34. BONDS

Parties to this contract further agree Contractor will execute bonds 100 percent of total contract price, for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance

with this contract on the forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and it is agreed that this contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall be in compliance with Chapter 2253 of the Texas Government Code.

## GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of Work, shall be sustained and borne by Contractor at his own expense.

## GC-36. PROTECTION OF ADJOINING PROPERTY

Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Contract, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. Contractor agrees to indemnify, save and hold harmless Owner against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract, but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of Work.

## GC-37. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES

Contractor agrees that he will indemnify and save Owner harmless from all claims growing out of the lawful demands of sub- contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails so to do, then Owner may at the option of Contractor either pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon Owner by either Contractor or his surety.

## GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with the patentee or owner. Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save Owner harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by Owner; provided, however, if choice of alternate design, device, material or process is allowed to Contractor, then Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If the material or process specified or required by

Owner is an infringement, Contractor shall be responsible for such loss unless he promptly gives such information to Owner.

## GC-39. LAWS AND ORDINANCES

Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances and regulations, which in any manner affect the contract or Work, and shall indemnify and save harmless Owner against any claims arising from the violation of any such laws, ordinances, and regulations whether by Contractor or his employees, except where such violations are called for by the provisions of the Contract Documents. If Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, he shall bear all costs arising therefrom. In case Owner is a body politic and corporate the law from which it derives its powers, insofar as the same regulates the objects for which, or in the manner in which, or the conditions under which Owner may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

## GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of Owner, and that no part or feature of Work will be sublet to anyone objectionable to Engineer or Owner. Contractor further agrees that the subletting of any portion or feature of Work, or materials required in the performance of this contract, shall not relieve Contractor from his full obligations to Owner, as provided by this Contract.

## GC-41. TIME AND ORDER OF COMPLETION

Meaning and intent of this contract, unless otherwise herein specifically provided, is Contractor shall be allowed to prosecute his work at such times and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Bid; provided, also, that when Owner is having other work done, either by contract or by his own force, Engineer may direct the time and manner of constructing Work done under this contract so that conflict will be avoided and the construction of the various works being done for Owner shall be harmonized.

Contractor shall submit, at such times as may be reasonably be requested by Engineer, schedules which shall show the order in which Contractor proposes to carry on Work, with dates at which Contractor will start the several parts of Work, and estimated dates of completion of the several parts.

## GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act or neglect of Owner or Engineer or by any employee of either, or by other contractors employed by Owner, or by changes ordered in Work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable cause or causes beyond Contractor's control, or by any cause which Engineer shall decide justifies the delay, then an extension of time shall be allowed for completing Work, sufficient to compensate for the delay, the amount of the extension to

be determined by Engineer, provided, however, that Contractor shall give Engineer prompt notice in writing of the cause of such delay.

## GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause (except where Work is stopped by order of Owner for his own convenience) during the progress of any portion of Work embraced in this contract. In case said work shall be stopped by act of Owner, then such expense as in the judgment of Engineer is caused by such stoppage of said work shall be paid by Owner to Contractor.

## GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

## GC-45. ESTIMATED QUANTITIES

This Contract, including specifications, plans, and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where 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 Work and for comparing the bids offered for 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, 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 Bid Form; provided, however, that where the actual quantity of any major item in this contract is an estimated quantity and where the actual quantity of such "major item" varies more than 25 percent above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity.

"Major Item" shall be construed to be any individual bid item included in the Bid Form that has a total cost equal to or greater than 10 percent of the total contract cost, computed on the basis of original bid proposal quantities and contract unit prices.

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

## GC-46. PARTIAL PAYMENTS

On or before the last day of each month, Contractor shall prepare for review by Engineer a statement showing as completely as practicable the total value of Work done by Contractor for the prior month/period; said statement shall also include the value of all sound materials delivered on the site of Work

that are to be fabricated into Work. Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor within three working days after receipt of partial payment from the applicable governmental authority, the total amount of Engineer's statement, less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by Owner under the terms of this Contract. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of Contractor, Owner may, upon written recommendation of Engineer, -pay a reasonable and equitable portion of the retained percentage to Contractor; or Contractor at Owner's option, may be relieved of the obligation to fully complete Work, and thereupon, Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

## GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed or partially completed portions of Work, notwithstanding the time for completing the entire work or 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 Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Engineer may determine.

## GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor has given Engineer written notice that Work has been completed, Engineer and Owner shall inspect Work and within said time, if Work is found to be completed in accordance with the Contract Documents, Engineer shall issue to Owner and Contractor his Certificate of Completion, and thereupon it shall be duty of Owner within 10 days to issue a Certificate of Acceptance of Work to Contractor.

## GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under terms of Contract and shall certify same to Owner, who shall pay to Contractor on or before the 20$^{th}$ day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from the applicable governmental authority, balance due Contractor under terms of this Contract, 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 Contractor. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve Contractor of the obligation for fulfillment of any warranty which may be required in the Special Provisions of the Specifications.

## GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating possible filing of claims.

c. Failure of Contractor to make payments properly to subcontractors or for material or labor.
d. Damage to another contractor.

When grounds are removed or Contractor provides a Surety Bond satisfactory to Owner, which will protect Owner in the amount withheld, payment shall be made for amounts withheld because of them.

## GC-51. DELAYED PAYMENTS

Should Owner fail to make payment to Contractor of the sum named in any partial or final statement, when payment is due, or should Engineer fail to issue any statement on or before the date above provided, Owner shall pay to Contractor, in addition to the sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to Contractor growing out of such delay in payment, but the right is expressly reserved to Contractor in the event payments be not promptly made as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

## GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall be understood to mean and include all work required by Engineer or Owner to be done by Contractor to accomplish any change, alteration, or addition to Work shown upon the plans, or reasonably implied by the specifications, and not covered by Contractor's Bid, except as provided under "Changes and Alterations" herein.

Contractor shall perform all Extra Work under Engineer direction when presented with a written Extra Work Order signed by Engineer, subject; however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. Compensation to be paid Contractor for performing said Extra Work determined by one or more of the following methods:

a. Method A: By agreed unit prices; or
b. Method B: By agreed lump sum; or
c. Method C: If neither Method A nor Method B be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by Engineer or Owner, or by them agreed to. Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to Engineer. Engineer may also specify in writing, before Work commences, the method of doing Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. 15 percent of "actual field cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office

expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind allowed unless ordered in writing by Engineer. In case any orders or instructions, either oral or written, appear to Contractor to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and Engineer insists upon its performance, Contractor shall proceed with Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve the right to submit the matter of payment by filing a claim as hereinbelow provided.

## GC-53. TIME OF FILING CLAIMS

Both parties further agree hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with Engineer within 15 days after Engineer has given any directions, order or instruction to which Contractor desires to take exception. Engineer shall reply to such written exceptions by Contractor and render his final decision in writing. In case Contractor should appeal from Engineer's decision, the appeal shall be filed with Engineer and Owner in writing within 10 days after the date of delivery to Contractor of Engineer's final decision. Final acceptance of Work by Owner and the acceptance by Contractor of the final payment shall be a bar to any claim by either party, except where noted otherwise in the Contract Documents.

## GC-54. DELETED

## GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail or refuse to resume work within 10 days after written notification from Owner, or Engineer, or if Contractor fails to comply with the orders of Engineer, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond exists, the Surety on the bond shall be notified in writing and directed to complete Work, and a copy of said notice shall be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or the Surety on the construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete Work and be reflected in the final settlement.

Where performance bond is provided or Surety fails to commence compliance with notice for completion hereinbefore provided for, within 10 days after service of such notice, then Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expense so charged shall be deducted and paid by Owner out of such moneys as may be due, or that may thereafter at any time become due to Contractor under and by virtue of this Contract. In case such expense is less than the sum which would have been payable under

this contract, if the same had been completed by Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then Contractor and/or his Surety shall pay the amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice published one or more times in a newspaper having general circulation in the county of the location of Work, may let the contract for the completion of Work under substantially the same terms and conditions provided in this contract. In case of any increase in cost to Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to Contractor and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, Contractor and/or his Surety shall be credited therewith.

When Work is substantially complete, Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided hereinabove shall be issued. A complete itemized statement of the contract accounts, certified to by Engineer as being correct, shall then be prepared and delivered to Contractor and his Surety, whereupon Contractor and/or his Surety, or Owner as the case may be, shall pay the balance due as reflected by said statement, within 15 days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete Work is less than that which would have been cost to Owner, had Work been completed by Contractor under the terms of this contract; or when Contractor and/or his Surety shall pay the balance shown to be due by them to Owner, then all machinery, equipment, tools, materials or supplies left on the site of Work shall be turned over to Contractor and/or his Surety. Should the cost to complete Work exceed the contract price, and Contractor and/or his Surety fail to pay amount due Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of Work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of Contractor and his Surety subject only to the duty of Owner to exercise ordinary care to protect such property. After 15 days from the date of said notice Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as Owner may elect. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or his Surety, to their proper owners. Books on all operations provided herein shall be open to Contractor and his Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner fails to comply with the terms of this contract and fails or refuses to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend or wholly abandon Work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to Contractor and have not been wrought into Work. And thereupon Engineer shall make an estimate of the total amount earned by Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the attached Bid Form where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by Contractor to carry the whole work to completion and which cannot be utilized. Engineer shall then make a final statement of the balance due Contractor by deducting from the above estimates all previous payments by Owner and all other sums that may be retained by Owner under the terms of this Contract and shall certify same to Owner who shall pay to Contractor on or

before 30 days after the date of the notification by Contractor the balance shown by said final statement as due Contractor, under the terms of this Agreement.

**TECHNICAL SPECIFICATIONS**

## SECTION 01 42 00 - REFERENCES

### PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Basic Contract definitions are included in the Conditions of the Contract.
B. Approved: When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
C. Directed: A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. Install: Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. Provide: Furnish and install, complete and ready for the intended use.
I. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).

74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.

116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.

161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - Underwriters Laboratories Inc.; www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WA - Wallcoverings Association; www.wallcoverings.org.
202. WASTEC - Waste Equipment Technology Association; www.wastec.org.
203. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
204. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
205. WDMA - Window & Door Manufacturers Association; www.wdma.com.

206. WI - Woodwork Institute; www.wicnet.org.
207. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
208. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

a. Available from Defense Standardization Program; www.dsp.dla.mil.
b. Available from General Services Administration; www.gsa.gov.
c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TAS; Architectural Barriers Texas Accessibility Standards; www.tdlr.texas.gov/ab/abtas.htm.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

## SECTION 01 43 26 - TESTING LABORATORY SERVICES

### PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. References, selection and payment, quality assurance, and Contractor submittals.
   2. Laboratory responsibilities and reports.
   3. Limits on testing laboratory authority.
   4. Contractor responsibilities.
   5. Schedule of inspections and tests.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.3 SELECTION AND PAYMENT

A. Owner shall employ and pay for services of an independent testing laboratory to perform acceptance testing of material incorporated into Project during installation. Contractor required to provide services of independent testing laboratory for testing required for material approval during submittal review and to test all cable installed under Project.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work per requirements of Contract Documents.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740R.

B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full-time, registered engineer on staff to review services.

D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) standards or accepted values of natural physical constants.

1.5 CONTRACTOR SUBMITTALS

A. Prior to start of Work, submit testing laboratory name, address, phone number, and names of full-time, registered engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.

C. Submit Testing Laboratory firm's reports to Engineer, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.

E. Perform retesting/reinspection required because of non-conformance to specified requirements using same testing agency or laboratory. Payment for retesting is Contractor responsibility.

1.6 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in service performance.
C. Perform specified inspection, sampling, and testing of products per specified standards.
D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
F. Perform additional inspections and tests required by Engineer.
G. Attend preconstruction conferences and progress meetings.

1.7 LABORATORY REPORTS

A. After each inspection and test, promptly submit two copies of laboratory report to Engineer and Contractor. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specifications Section.
    6. Location in the Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
B. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
B. Laboratory may not approve or accept any portion of Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
B. Cooperate with laboratory personnel, and provide access to Work and manufacturer facilities.
C. Provide incidental labor and facilities to provide access to Work to test, obtain, and handle samples at site or source of products to test, to facilitate tests and inspections, storage, and curing of test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring inspection and testing services.
E. Employ services of a separate qualified testing laboratory, arrange with laboratory and pay for tests required by Contractor for material approval during submittal process or additional tests for use by Contractor, or as indicated in Contract Documents.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

A. As indicated in individual Specifications.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

# Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

## DESCRIPTION

**102-1.** This item shall consist of temporary control measures as shown on the plans or as ordered by ENGINEER during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

For this Project, wherein the scope does not disturb soil, this item shall be used to protect and reestablish areas disturbed by Contractor during the Project for staging areas and/or haul routes.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction.* The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

## MATERIALS

**102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

**102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials. Mulches shall not create a wildlife attractant.

**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by ENGINEER before being incorporated into the project.

## CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

ENGINEER shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by ENGINEER.

**102-3.3 Construction details.** Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. ENGINEER shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by ENGINEER.

Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by ENGINEER. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by ENGINEER, the work shall be performed by Contractor and the cost shall be incidental to this item.

ENGINEER may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by Contractor shall be maintained by Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**02-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where

possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of ENGINEER.

## METHOD OF MEASUREMENT

**102-4.1** Temporary air and water pollution, soil erosion and siltation control work required to satisfy this item shall be measured per lump sum. This also includes all costs associated with the preparation and administration of Stormwater Plans if required by the authority having jurisdiction, and all installation cleaning or removal and replacement of control structures required to meet regulating agency requirements for Stormwater Pollution Prevention.

**102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor.

## BASIS OF PAYMENT

**102-5.1** The work performed and materials furnished as prescribed by this Item, measured as provided under 'Measurement', will be paid for at the lump sum price bid for "Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control (SWPPP)," which price shall be full compensation for furnishing, placing, maintaining and removing the control structures; for all required administration and superintendence; for all labor, tools, equipment and incidentals necessary to complete the work; and for any fees required by the regulating agency. Progress payments will be made by dividing the total lump sum price by the number of months to final completion.

Payment will be made under:

Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control, complete, per lump sum.

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM C-102**

## Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to 8 percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

**a.** With first pay request, 25%.

**b.** When 25% or more of the original contract is earned, an additional 25%.

**c.** When 50% or more of the original contract is earned, an additional 40%.

**d.** After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by Special Provisions, SP-48 Project Closeout, the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

| | |
|---|---|
| Item C-105 | Mobilization, per lump sum. |

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

# Item P-101 Preparation/Removal of Existing Pavements

## DESCRIPTION

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

## EQUIPMENT AND MATERIALS

**101-2** All equipment and materials shall be specified here and in the following paragraphs or approved by ENGINEER. The equipment shall not cause damage to the pavement to remain in place.

## CONSTRUCTION

**101-3.1 Removal of existing pavement.**

Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

**a. Concrete pavement removal.** Not used.

**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the specified or detailed depth of the asphalt pavement around the perimeter of the area to be removed.

**c. Repair or removal of Base, Subbase, and/or Subgrade.** Not used.

**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by ENGINEER. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690 . The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch not to exceed 1/4 inch Any excess joint or crack sealer shall be removed from the pavement surface. For this Project, existing sealants present in existing cracks shall be left in place. If these existing cracks require additional sealant to meet specifications, then Contractor shall add such sealant. For existing unsealed cracks, seal according to specifications.

**101-3.3 Removal of Foreign Substances/contaminates prior to** seal coat and remarking**.** Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by ENGINEER in the field during construction.

Chemicals, cold milling, rotary grinding may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. For this Project, water blasting may be used for rubber removal, but not for paint removal. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by ENGINEER that damage to the existing pavement is caused by operational

error, such as permitting the application method to dwell in one location for too long, Contractor shall repair the damaged area without compensation and as directed by ENGINEER.

Removal of foreign substances shall not proceed until approved by ENGINEER. Water used for high-pressure water equipment shall be provided by Contractor at Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or coordinated with Owner.

**101-3.4 Asphaltic concrete pavement repair.**

**a. Repair of concrete spalls in areas to be overlaid with asphalt.** Not used.

**b. Asphalt pavement repair.** For this Project, Contractor shall remove and replace specific pavement areas to remove specific existing thermoplastic surface painted signs, or as directed by Engineer. Materials and methods of construction shall comply with the applicable sections of these specifications.

**101-3.5 Cold milling.** Asphalt removal may be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport. If Contractor mills or grinds deeper or wider than the plans specify, Contractor shall replace the material removed with new material at Contractor's Expense.

**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. Project plan indicates dimensions and/or state plane coordinate points for Contractor use to locate specified patches. Engineer shall determine whether additional patches not shown on the plans may be added to the project. The area to be milled shall cover only thermoplastic signs as coordinated with ENGINEER. Any excessive area that is milled because Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by Contractor at Contractor expense.

**b. Profiling, grade correction, or surface correction** Not used.

**c. Clean-up.** Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

**101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.** Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

**a. Patch asphalt pavement surfaces**. Not used. (Note: New patches at existing surface painted signs shall not receive a surface seal.)

**b.** Repair joints and cracks in accordance with paragraph 101-3.2.

**c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

**d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

**101-3.7 Maintenance**. Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by ENGINEER. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning

is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at Contractor's expense.

**101-3.8 Preparation of Joints in Rigid Pavement for Vegetation Removal and Soil Sterilization.** Clean joints of all vegetation scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. Contractor shall demonstrate, in the presence of ENGINEER, that the method used cleans the joint and does not damage the joint.

**101-3.8.1 Removal of Existing Joint Sealant**. All existing joint sealants in concrete pavement will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary.

**101-3.8.2 Cleaning and Sterilizing Soil in Joints**. Joints and cracks in concrete pavement shall be cleaned of all vegetation and foreign material. Joints shall be sprayed with both herbicide and soil sterilant. Chemical applications shall be performed by licensed applicators.

**101-3.8.3 Joint sealant.** Not used in concrete pavement.

**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, moisture, and other foreign matter. Contractor shall demonstrate, in the presence of ENGINEER, that the method used cleans the cracks and does not damage the pavement.

**101-3.9.1 Preparation of Crack**. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

**101-3.9.2 Removal of Existing Crack Sealant**. Existing sealants may remain in place.

**101-3.9.3 Crack Sealant.** See Article 101-3.2 herein.

**101-3.9.4 Removal of Pipe and other Buried Structures.**

- **a. Removal of Existing Pipe Material.** Not used.
- **b. Removal of Inlets/Manholes.** Not used.

## METHOD OF MEASUREMENT

**101-4.1 Asphalt Joint and Crack Seal.** The unit of measurement for joint and crack repair on existing joints and cracks, shall be linear feet of crack or joint preparation and sealing (including leaving existing sealant, preparation, and cleaning of crack, but excluding new sealant material).

**101-4.2 Material for Asphalt Joint and Crack Seal.** The unit of measurement for sealant material used on existing joints and cracks shall be the gallons of sealant material installed.

**101-4.3 Asphalt Pavement Repair.** The unit of measurement for asphalt pavement repair shall be by the square yard, including asphalt removal to the detailed dimensions, tack coat, prime coat if applicable, yet excluding P-401.

**101-4.4 Runway 34L Blast Pad Improvements.** The unit of measurement for this item shall be lump sum, including cleaning joints and cracks in concrete pavement and applying herbicide and soil sterilant, and all incidentals, complete.

## BASIS OF PAYMENT

**101-5.1 Payment.** Payment shall be made at contract unit price for the unit of measurement as specified:

Item P-101-5.1 Asphalt Joint and Crack Seal, complete, per linear foot, excluding sealant material.

| | |
|---|---|
| Item P-101-5.2 | Material for Asphalt Joint and Crack Seal, complete, per gallon. |
| Item P-101-5.3 | Asphalt Pavement Repair, complete, per square yard. (Excluding P-401). |
| Item P-101-5.4 | Runway 34L Blast Pad Improvements. Apply herbicide and soil sterilant to joints in concrete pavement, including vegetation removal and all incidentals, per lump sum. |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements. |

ASTM International (ASTM)

| | |
|---|---|
| ASTM D6690 | Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements |
| ASTM C928 | Standard Specification for Packaged, Dry, Rapid-Hardening, Cementitious Materials for Concrete Repairs. |
| Item P-605 | Joint Sealants for Concrete Pavements. |

**END OF ITEM P-101**

# Item P-401 Asphalt Mix Pavement

## DESCRIPTION

**401-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course. Contractor shall determine whether aggregates proposed for this project contain ferrous sulfides and iron oxides which can cause stains on exposed concrete surfaces by performing and submitting the following as part of the mix design. The procedure used to identify staining particles shall be to immerse the aggregate in a lime slurry. If staining particles are present, a blue-green gelatinous precipitate will form within five to 10 minutes, rapidly changing to a brown color on exposure to air and light. The reaction should be complete in 30 minutes. If no brown gelatinous precipitate forms, there is little chance of reaction in concrete. (Portland Concrete Association, Design and Control of Concrete Mixtures, 15$^{th}$ edition.

## MATERIALS

**401-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

**a. Coarse aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

**Coarse Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Resistance to Degradation | Loss: 40% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium sulfate - or -<br>18% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 0.3% maximum | ASTM C142 |
| Percentage of Fractured Particles | For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more:<br>Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1] | ASTM D5821 |
| | For pavements designed for aircraft gross weights less than 60,000 pounds:<br>Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face[1] | |
| Flat, Elongated, or Flat and Elongated Particles | 8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2] | ASTM D4791 |

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

**Fine Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Liquid limit | 25 maximum | ASTM D4318 |
| Plasticity Index | 4 maximum | ASTM D4318 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>10% maximum using Sodium sulfate - or -<br>15% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 0.3% maximum | ASTM C142 |
| Sand equivalent | 45 minimum | ASTM D2419 |

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate.

**401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

**Mineral Filler Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Plasticity Index | 4 maximum | ASTM D4318 |

**401-2.3 Asphalt binder.** Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 70-22.

**401-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

## COMPOSITION

**401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**401-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to Engineer prior to start of construction.

**401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to Engineer for review and accepted in writing. Engineer's review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition**.** Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to Engineer for review and accepted in writing before the new material is used. After the initial production JMF has been approved by Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by Engineer, will be borne by Contractor.

Engineer may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

JMF shall be submitted in writing by Contractor at least 30 days prior to the start of paving operations. JMF shall be developed within the same construction season using aggregates proposed for project use.

JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.

- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted. Unless otherwise authorized by Engineer, job mix formula shall be developed specifically for this project no more than 90 days prior to start of material production.

**Table 1. Asphalt Design Criteria**

| Test Property | Value | Test Method |
|---|---|---|
| Number of blows or gyrations | 75 | |
| Air voids (%) | 3.5 | ASTM D3203 |
| Percent voids in mineral aggregate (VMA), minimum | See Table 2 | ASTM D6995 |
| Tensile Strength Ratio (TSR)[1] | not less than80 at a saturation of 70-80% | ASTM D4867 |
| Asphalt Pavement Analyzer (APA)[2] | Less than 10 mm @ 4000 passes | AASHTO T340 at 250 psi hose pressure at 64°C test temperature |

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

**Table 2. Aggregate - Asphalt Pavements (Gradation 2)**

| Sieve Size | Percentage by Weight Passing Sieve |
|---|---|
| 1 inch | - |
| 3/4 inch | 100 |
| 1/2 inch | 90-100 |
| 3/8 inch | 72-88 |
| No. 4 | 53-73 |
| No. 8 | 38-60 |
| No. 16 | 26-48 |
| No. 30 | 18-38 |
| No. 50 | 11-27 |
| No. 100 | 6-18 |
| No. 200 | 3-6 |
| **Minimum Voids in Mineral Aggregate (VMA)[1]** | 15 |
| **Asphalt Percent:** | |
| Stone or gravel | 5.0-7.5 |
| **Recommended Minimum Construction Lift Thickness** | 2 inches |

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Reclaimed asphalt pavement (RAP). N**ot used.**

**401-3.5 Control Strip.** Not required.

## CONSTRUCTION METHODS

**401-4.1 Weather limitations.** The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by Engineer, if requested; however, all other requirements including compaction shall be met.

**Table 4. Surface Temperature Limitations of Underlying Course**

| Mat Thickness | Base Temperature (Minimum) | |
|---|---|---|
| | °F | °C |
| 3 inches or greater | 40 | 4 |
| Greater than 2 inches but less than 3 inches | 45 | 7 |

**401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

**a. Inspection of plant.** Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant:

verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than 12 hours. If Engineer determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

**401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

**401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by Engineer. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

**401-4.4.1 Material transfer vehicle (MTV).** Not required.

**401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

**401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

**401-4.7 Density device.** Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to Engineer upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

**401-4.8 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

**401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

**401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

**401-4.11 Application of Prime and Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**401-4.12 Laydown plan, transporting, placing, and finishing.** Laydown plan is not required for this project since work is primarily patching specific locations

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to Engineer that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and cut-off material and laitance removed. Apply tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope unless shown otherwise on the laydown plan as accepted by Engineer. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 15 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

Engineer may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of Engineer, and if it can be demonstrated in the laboratory, in the presence of Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by Engineer, shall be removed and replaced at Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

**401-4.13 Compaction of asphalt mixture.** After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to roller, mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at Contractor's expense. Skin patching shall not be allowed.

**401-4.14 Joints.** The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

Contractor may provide additional joint density quality control by use of joint heaters at Contractor expense. Electrically powered infrared heating equipment should consist of one or more low-level radiant energy heaters to uniformly heat and soften the pavement joints. The heaters should be configured to uniformly heat an area up to 18 inches in width and 3 inches in depth. Infrared equipment shall be thermostatically controlled to provide a uniform, consistent temperature increase throughout the layer being heated up to a maximum temperature range of 200 to 300°F.

Propane powered infrared heating equipment shall be attached to the paving machine and the output of infrared energy shall be in the 1- to 6-micron range. Converters shall be arranged end to end directly over the joint to be heated in sufficient numbers to continuously produce, when in operation, a minimum of 240,000 BTU per hour. The joint heater shall be positioned not more than one inch above the pavement to be heated and in front of the paver screed and shall be fully adjustable. Heaters will be required to be in operation at all times.

Heaters shall be operated so they do not produce excessive heat when the units pass over new or previously paved material.

**401-4.15 Saw-cut grooving.** Not required.

**401-4.16 Diamond grinding.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to Engineer that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

**401-4.17 Nighttime paving requirements.** Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by Contractor and approved by Engineer prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

If Contractor places any out of specification mix in the project work area, Contractor is required to remove it at its own expense, to the satisfaction of Engineer. If Contractor continues placing non-payment HMA, as directed by Engineer, to make the surfaces safe for aircraft operations, Contractor shall do so to the satisfaction of Engineer. It is Contractor responsibility to leave the facilities to be paved in a safe condition ready for aircraft operations. No consideration for extended closure time of the area being paved will be given. As a first order of work for the next paving shift, Contractor shall remove all out of specification material and replace with approved material to the satisfaction of Engineer. When the above situations occur, there will be no consideration given for additional construction time or payment for extra costs.

## CONTRACTOR QUALITY CONTROL (QC)

**401-5.1 General.** Contractor shall have Quality Control (QC) in place to ensure produced materials meet specifications.

**401-5.2 Contractor quality control (QC) facilities.** Contractor shall provide or contract for testing facilities. Engineer shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. Engineer will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**401-5.3 Contractor QC testing.** Contractor shall perform all QC tests necessary to control production and construction processes applicable to specifications. Testing program shall include but not necessarily be

limited to tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness.

**a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

**b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

**c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

**d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

**e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

**f. In-place density monitoring.** Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

**g. Smoothness for Contractor Quality Control.** Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot straightedge approved by Engineer. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

**(1) Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by Engineer. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**(2) Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 feet or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding per paragraph 401-4.16 or by removing

and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. For this Project, the final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch vertically.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

**401-5.4 Sampling.** When directed by Engineer, Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by Contractor. All sampling shall be in accordance with standard procedures specified.

**401-5.5 Control charts.** Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to Engineer and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a problem and Contractor is not taking satisfactory corrective action, Engineer may suspend production or acceptance of the material.

**a. Individual measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

**Control Chart Limits for Individual Measurements**

| Sieve | Action Limit | Suspension Limit |
|---|---|---|
| 3/4 inch | ±6% | ±9% |
| 1/2 inch | ±6% | ±9% |
| 3/8 inch | ±6% | ±9% |
| No. 4 | ±6% | ±9% |
| No. 16 | ±5% | ±7.5% |
| No. 50 | ±3% | ±4.5% |
| No. 200 | ±2% | ±3% |
| **Asphalt Content** | ±0.45% | ±0.70% |
| **Minimum VMA** | -0.5% | -1.0% |

**b. Range.** Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

**Control Chart Limits Based on Range**

| Sieve | Suspension Limit |
|---|---|
| 1/2 inch | 11% |
| 3/8 inch | 11% |
| No. 4 | 11% |
| No. 16 | 9% |
| No. 50 | 6% |
| No. 200 | 3.5% |
| **Asphalt Content** | 0.8% |

**c. Corrective Action.** The QC Plan shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

**401-5.6 QC reports.** Contractor shall maintain records and shall submit reports of QC activities daily.

## MATERIAL ACCEPTANCE

**401-6.1 Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by Engineer at no cost to Contractor except that coring as required in this section shall be completed and paid for by Contractor.

**a. Quality assurance (QA) testing laboratory**. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

**b. Lot size.** A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

**c. Asphalt air voids.** Plant-produced asphalt will be tested for air voids on a sublot basis.

**(1) Sampling.** Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF. If absorptive aggregates are used, sample shall be heated not less than 60 nor more than 90 minutes.

**(2) Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 by Engineer for a set of compacted specimens (see Article 401-3.2, Table 1 for number of gyrations) prepared in accordance with ASTM D6925. Each set of laboratory compacted specimens will consist of three test specimens prepared from the same sample.

**d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

**(1) Sampling**. Contractor will cut minimum 5-inch diameter samples in accordance with ASTM D5361. Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to Engineer.

**(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by Engineer to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by Engineer.

**(3) Thickness.** Thickness of each lift of surface course will be evaluated by Engineer for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by Contractor at his expense by removing the deficient area and replacing with new pavement. Contractor, at his expense, may take additional cores as approved by Engineer to circumscribe the deficient area.

**(4) Mat density**. One core shall be taken from each sublot. Core locations will be determined by Engineer in accordance with ASTM D3665. Cores for mat density shall not be taken closer than 1 foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

**(5) Joint density**. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by Engineer in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

**401-6.2 Acceptance criteria.**

**a. General.** Acceptance will be based on the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

**b. Air Voids and Mat density.** Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

**c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by 5 percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

**d. Grade.** The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch vertically or 0.1 feet laterally**.**

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, ±10 feet of centerline, and edge of runway and taxiway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

**e. Profilograph roughness for QA Acceptance.** Not used.

**401-6.3 Percentage of material within specification limits (PWL).** PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

**Table 5. Acceptance Limits for Air Voids and Density**

| Test Property | Pavements Specification Tolerance Limits | |
|---|---|---|
| | **L** | **U** |
| **Air Voids Total Mix (%)** | 2.0 | 5.0 |
| **Surface Course Mat Density (%)** | 92.8 | - |
| **Joint density (%)** | 93.3 | -- |

**a. Outliers.** All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability; (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability; and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

**401-6.4 Resampling pavement for mat density.**

**a. General.** Resampling of a lot of pavement will only be allowed for mat density, and then, only if Contractor requests same, in writing, within 48 hours after receiving the written test results from Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

**(1)** A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

**(2)** The cost for resampling and retesting shall be borne by Contractor.

**b. Payment for resampled lots.** The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

**c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%.

## METHOD OF MEASUREMENT

**401-7.1 Measurement.** Asphalt shall be measured by the number of tons –of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

## BASIS OF PAYMENT

**401-8.1 Payment.** Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

**a.** The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons of asphalt used in the accepted work.

**b.** The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

**c. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

**Table 6. Price adjustment schedule[1]**

| Percentage of material within specification limits (PWL) | Lot pay factor (percent of contract unit price) |
|---|---|
| 93 – 100 | 03 |
| 90 –93 | PWL + 10 |
| 75 – 89 | 0.125PWL + 88.75 |
| 40-69 | 0.75PWL + 45 |
| Below 40 | Reject [2] |

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, Engineer may decide to allow the rejected lot to remain. In that case, if Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

**401-8.1 Payment.**

Payment will be made under:

Item P-401-8.1 Asphalt Surface Course, complete, per ton

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C127 | Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D242 | Standard Specification for Mineral Filler for Bituminous Paving Mixtures |
| ASTM D946 | Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D979 | Standard Practice for Sampling Asphalt Paving Mixtures |

| | |
|---|---|
| ASTM D1073 | Standard Specification for Fine Aggregate for Asphalt Paving Mixtures |
| ASTM D1188 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples |
| ASTM D2172 | Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures |
| ASTM D1461 | Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures |
| ASTM D2041 | Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures |
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D2489 | Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures |
| ASTM D2726 | Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures |
| ASTM D2950 | Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods |
| ASTM D3203 | Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures |
| ASTM D3381 | Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4552 | Standard Practice for Classifying Hot-Mix Recycling Agents |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM D4867 | Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures |
| ASTM D5361 | Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing |
| ASTM D5444 | Standard Test Method for Mechanical Size Analysis of Extracted Aggregate |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |
| ASTM D6084 | Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer |
| ASTM D6307 | Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method |

| | |
|---|---|
| ASTM D6373 | Standard Specification for Performance Graded Asphalt Binder |
| ASTM D6752 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method |
| ASTM D6925 | Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor. |
| ASTM D6926 | Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus |
| ASTM D6927 | Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures |
| ASTM D6995 | Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm) |
| ASTM E11 | Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves |
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |
| ASTM E1274 | Standard Test Method for Measuring Pavement Roughness Using a Profilograph |
| ASTM E950 | Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference |
| ASTM E2133 | Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO M156 | Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures. |
| AASHTO T329 | Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method |
| AASHTO T324 | Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures |
| AASHTO T 340 | Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA) |

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-6 | Airport Pavement Design and Evaluation |

FAA Orders

| | |
|---|---|
| 5300.1 | Modifications to Agency Airport Design, Construction, and Equipment Standards |

Software

FAARFIELD

**END OF ITEM P-401**

# Item P-608 Emulsified Asphalt Seal Coat

## DESCRIPTION

**608-1.1** This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

## MATERIALS

**608-2.1 Aggregate.** The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to Engineer prior to start of construction. The sand must be approved for use by Engineer and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

**Aggregate Material Gradation Requirements[1]**

| Sieve Designation (square openings) | Individual Percentage Retained by Weight |
|---|---|
| No. 10 | 0 |
| No. 14 | 0-4 |
| No. 16 | 0-8 |
| No. 20 | 0-35 |
| No. 30 | 20-50 |
| No. 40 | 10-45 |
| No. 50 | 0-20 |
| No. 70 | 0-5 |
| No. 100 | 0-2 |
| No. 200 | 0-2 |

[1] Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by Engineer with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. Engineer and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. Contractor's certification may be subject to verification by testing the material delivered for use on the project.

**608-2.2 Asphalt Emulsion.** The asphalt emulsion shall meet the properties in the following table:

**Concentrated Asphalt Emulsion Properties**

| Properties | Specification | Limits |
|---|---|---|
| Viscosity, Saybolt Furol at 77°F | ASTM D7496 | 20 – 100 seconds |
| Residue by Distillation or Evaporation | ASTM D6997 or ASTM D6934 | 57% minimum |
| Sieve Test | ASTM D6933 | 0.1% maximum |
| 24-hour Stability | ASTM D6930 | 1% maximum |
| 5-day Settlement Test | ASTM D6930 | 5.0% maximum |
| Particle Charge [1] | ASTM D7402 | Positive<br>6.5 maximum pH |

[1] pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than 1% polymer.

**Tests on Residue from Distillation or Evaporation**

| Properties | Specification | Limits |
|---|---|---|
| Viscosity at 275°F | ASTM D4402 | 1750 cts maximum |
| Solubility in 1, 1, 1 trichloroethylene | ASTM D2042 | 97.5% minimum |
| Penetration | ASTM D5 | 50 dmm maximum |
| Asphaltenes | ASTM D2007 | 15% minimum |
| Saturates | ASTM D2007 | 15% maximum |
| Polar Compounds | ASTM D2007 | 25% minimum |
| Aromatics | ASTM D2007 | 15% minimum |

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

**Two-to-One Dilution Emulsion Properties**

| Properties | Specification | Limits |
|---|---|---|
| **In Ready-to-Apply Form, two parts concentrate to one part water, by volume** | | |
| Viscosity, Saybolt Furol at 77°F | ASTM D7496 | 5 – 50 seconds |
| Residue by Distillation or Evaporation | ASTM D6997 or ASTM D6934 | 38% minimum |
| Pumping Stability [1] | | Pass |

[1] Pumping stability is tested by pumping 1 pint of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F , through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by Engineer before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F and the material shall be protected from freezing, or whenever outside temperature drops below 40°F for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

**608-2.3 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F prior to adding to emulsion.

**608-2.4 Polymer.** The polymer shall meet the properties in the following table:

**Polymer Properties**

| Properties | Limits |
|---|---|
| Solids Content | 47% to 65%,<br>Percent by Weight |
| Weight | 8.0 to 9.0 pounds/gallon |
| pH | 3.0 to 8.0 |
| Particle Charge | Nonionic/Cationic |
| Mechanical Stability | Excellent |
| Film Forming Temperature, °C | +5°C, minimum |
| Tg, °C | 22°C, maximum |

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and Contractor shall include the COA with the emulsified asphalt COA when submitting to Engineer.

**608-2.5 Seal Coat with Aggregate.** Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

## COMPOSITION AND APPLICATION RATE

**608-3.1 Application Rate.** The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by Engineer from the test area/sections evaluation.

**Application Rate**

| Dilution Rate | Quantity of Emulsion gal/yd$^2$ | Quantity of Aggregate lb/yd$^2$ |
|---|---|---|
| **2:1** | 0.08-0.17 | 0.20-0.50 |

**608-3.2 Control areas and control strips.** Prior to full application, the control strip must be accepted by Engineer. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by Engineer.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, Contractor shall place test areas at varying application rates as recommended by Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by Engineer.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to Engineer to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by Engineer. The control strips should be placed under similar field conditions as anticipated for the actual application. The skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application. Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 8 to 36 hours after application of the control strips depending on site and environmental conditions. Aircraft shall not be permitted on the runway or high speed exit taxiway control strips until such time as Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without Engineer's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-8.1.

## CONSTRUCTION METHODS

**608-4.1 Worker safety.** Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

**608-4.2 Weather limitations.** The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight hours of application completion. The atmospheric temperature and the pavement surface temperature shall both

be at, or above 60°F and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130ºF within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to Engineer, Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

**608-4.3 Equipment and tools.** Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight miles per hour or 700 feet per minute. The equipment will be tested under pressure for leaks and to ensure proper set-up before use. Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. Engineer will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by Engineer.

**608-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**a. New asphalt pavement surfaces.** Allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface.

Perform a water-break-free test to confirm that the surface oils have degraded and dissipated. (Cast approximately 1 gallon of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings.) If signs of crawling or oil rings are apparent on the pavement surface, additional time must be allowed for additional curing and retesting of the pavement surface prior to treatment.

**608-4.5 Emulsion mixing.** The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to Engineer. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of Engineer.

**608-4.6 Application of asphalt emulsion.** The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by Engineer from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F and 160°F or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

**608-4.7 Application of aggregate material.** Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by Engineer from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, Contractor shall clean areas of excess or loose aggregate and remove from project site.

## QUALITY CONTROL (QC)

**608-5.1 Manufacturer's representation**. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist Contractor and Engineer in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to Engineer a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in Contractor's bid price.

**608-5.2 Contractor qualifications.** Contractor shall provide documentation to Engineer that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three applications similar to this project in the past two years.

## MATERIAL ACCEPTANCE

**608-6.1 Application rate.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-6.2 Friction tests.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline with approved continuous friction measuring equipment (CFME). Contractor shall coordinate testing with Engineer and provide Engineer a written report of friction test results. Engineer shall be present for testing.

## METHOD OF MEASUREMENT

**608-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by Engineer.

Contractor must furnish Engineer with the certified weigh bills when materials are received for the asphalt material used under this contract. Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

## BASIS OF PAYMENT

**608-8.1** Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by Engineer, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item , including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

608-8.2 Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

| | |
|---|---|
| Item P-608 | Asphalt Surface Treatment – per square yard |
| Item P-608 | Runway Friction Testing – per lump sum |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C1602 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
| ASTM D5 | Standard Test Method for Penetration of Asphalt Materials |
| ASTM D244 | Standard Test Methods and Practices for Emulsified Asphalts |
| ASTM D2007 | Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method |
| ASTM D2042 | Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene |
| ASTM D2995 | Standard Practice for Estimating Application Rate of Bituminous Distributors |
| ASTM D4402 | Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer |
| ASTM D5340 | Standard Test Method for Airport Pavement Condition Index Surveys |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces |
| AC 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements |

**END OF ITEM P-608**

# Item P-608-R Rapid Cure Seal Coat

## DESCRIPTION

**608-R-1.1** This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

## MATERIALS

**608-R-2.1 Aggregate.** The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO2 content of 55% minimum, CaO of **3**% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to Engineer prior to start of construction. The aggregate must be approved for use by Engineer and shall meet the following gradation limits when tested in accordance with ASTM C136:

**Aggregate Material Gradation Requirements**

| Sieve Designation | Percentage by Weight Passing Sieves |
|---|---|
| No. 8 | 100 |
| No. 14 | 98-100 |
| No. 16 | 85-100 |
| No. 30 | 15-45 |
| No. 50 | 0-8 |
| No. 70 | 0-2 |

**Aggregate Characteristics**

| Test | Standard | Range |
|---|---|---|
| Micro-Deval | ASTM D7428 | 15% max |
| Magnesium Sulfate Soundness | ASTM C88 | 2% max |
| Aggregate Angularity | ASTM C1252 – Test Method A | 45% min |
| Moisture Content (%) | ASTM C566 | 2% max |
| Bulk Dry Specific Gravity | ASTM C128 | 2.6 – 3.0 |
| Absorption (%) | ASTM D2216 | 3% max |
| Mohs Hardness | Mohs Scale | 7 min |

Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. Contractor certification may be subject to verification by testing the material delivered for use on the project.

**608-R-2.2 Asphalt material.** The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement and have a five-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

**Properties for Asphalt Sealing Material**

| Properties | Specification | Limits |
|---|---|---|
| Kinematic Viscosity at 140°F | ASTM D4402 | 10-30 cSt |
| Percent Residue by Distillation | ASTM D402 | 30-45% |

**Tests on Residue from Distillation**

| Properties | Specification | Limits |
|---|---|---|
| Penetration at 77°F | ASTM D5 | 2-12 dmm |
| Softening Point | ASTM D36 | 180-200 |
| Solubility in 1,1,1 Trichloroethylene | ASTM D2042 | 99% min. |
| HCI Precipitation Value | | 18-25 |

Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer's facility, Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. COA shall be provided to and approved by Engineer before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least five years of the project.

**608-R-2.3 Seal Coat with Aggregate.** Contractor shall submit friction test data from at least two airport projects identified under 608-R-2.2. Test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

## COMPOSITION AND APPLICATION RATE

**608-R-3.1 Application Rate.** The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative for control strip evaluations and approved by Engineer from the test area/sections evaluation.

**Application Rate**

| Dilution Rate | Quantity of Sealer gal/yd$^2$ | Quantity of Aggregate lb/yd$^2$ |
|---|---|---|
| N/A | 0.08-0.15 | 0.40-0.50 |

**608-R-3.2 Control areas and control strips.** A qualified manufacturer's representative shall be present in the field to assist Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by Engineer.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, Contractor shall place test areas at varying application rates as recommended by Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by Engineer.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to Engineer to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by Engineer. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

**c. Control strip.** If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without Engineer's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

## CONSTRUCTION METHODS

**608-R-4.1 Worker safety.** Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by Contractor.

**608-R-4.2 Weather limitations.** The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to Engineer, Contractor shall replace any light, sign or marker with equivalent equipment at no cost to Owner.

**608-R-4.3 Equipment and tools.** Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight miles per hour or 700 feet per minute. Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. Engineer will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by Engineer.

**608-R-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**608-R-4.5 Application of asphalt sealer.** The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by Engineer from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70-90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

***Caution.*** *Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is Contractor's responsibility to understand and adhere to these standards regarding staying within the recommended application temperatures of this material and at all times during production.*

**608-R-4.6 Application of aggregate material.** Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by Engineer from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, Contractor shall clean areas of excess or loose aggregate and remove from project site.

## QUALITY CONTROL (QC)

**608-R-5.1 Manufacturer's representation**. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist Contractor and Engineer in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to Engineer a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in Contractor's bid price.

**608-R-5.2 Contractor qualifications.** Contractor shall provide Engineer with the seal coat Contractor's qualifications for applicators, personnel and equipment. Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three applications similar to this project in the past two years.

## MATERIAL ACCEPTANCE

**608-R-6.1 Application rate.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-R-6.2 Friction tests.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline. Contractor shall coordinate testing with Engineer, and provide Engineer a written report of friction test results. Engineer shall be present for testing.

## METHOD OF MEASUREMENT

**608-R-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by Engineer.

Contractor must furnish Engineer with the certified weigh bills when materials are received for the asphalt material used under this contract. Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

## BASIS OF PAYMENT

**608-R-8.1** Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by Engineer, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

| | |
|---|---|
| Item P-608-R | Rapid Cure Asphalt Surface Treatment, per square yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C128 | Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying |
| ASTM C1252 | Standard Test Methods for Uncompacted Void Content of Fine Aggregate |
| ASTM D5 | Standard Test Method for Penetration of Asphalt Materials |
| ASTM D36 | Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus) |
| ASTM D402 | Standard Test Method for Distillation of Cutback Asphalt |
| ASTM D2042 | Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene |
| ASTM D2216 | Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass |
| ASTM D2995 | Standard Practice for Estimating Application Rate of Bituminous Distributors |
| ASTM D4402 | Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer |
| ASTM D5340 | Standard Test Method for Airport Pavement Condition Index Surveys |
| ASTM D6433 | Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys |
| ASTM D6997 | Standard Test Method for Distillation of Emulsified Asphalt |
| ASTM D7428 | Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces |
| AC 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements |
| AC 150/5380-7 | Airport Pavement Management Program (PMP) |

**END OF ITEM P-608-R**

# Item P-603 Emulsified Asphalt Tack Coat

## DESCRIPTION

**603-1.1** This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans. This item shall also be used as a soil sterilant as described herein.

## MATERIALS

**603-2.1 Asphalt materials.** The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to Engineer before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

## CONSTRUCTION METHODS

**603-3.1 Weather limitations.** The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by Engineer.

**603-3.2 Equipment.** Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight miles per hour or 700 feet per minute .

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by Engineer.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

**603-3.3 Application of emulsified asphalt material.** The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by Engineer prior to application.

**Emulsified Asphalt**

| Surface Type | Residual Rate, gal/SY | Emulsion Application Bar Rate, gal/SY |
|---|---|---|
| **New asphalt** | 0.02-0.05 (0.09-0.23) | 0.03-0.07 (0.13-0.32) |
| **Existing asphalt** | 0.04-0.07 (0.18-0.32) | 0.06-0.11 (0.27-0.50) |
| **Milled Surface** | 0.04-0.08 (0.18-0.36) | .0.06-0.12 (0.27-0.54) |
| **Concrete** | 0.03-0.05 (0.13-0.23) | 0.05-0.08 (0.23-0.36) |

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by Engineer. Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by Contractor, tack coat shall be reapplied at Contractor's expense.

**603-3.4 Freight and waybills** Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with Engineer certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

**603-3.5 Asphalt Soil Stabilization.** An emulsion shall be applied to the newly seeded areas to limit windblown dust and to encourage plant growth. The mixture will be 50% water and 50% emulsion. The material shall be uniformly applied with a bituminous distributor at the rate of 0.12 gallons per square yard. Following application, the surface shall be allowed to cure without being disturbed. No further vehicle traffic shall be allowed on the treated areas.

## METHOD OF MEASUREMENT

**603-4.1** The emulsified asphalt material for tack coat shall be considered subsidiary to other bid items. Separate measurement will not be made.

## BASIS OF PAYMENT

**603.5-1** Emulsified asphalt tack coat shall be considered subsidiary to P401 Paving items and T-901 Seeding item. No separate payment will be made.

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D1250 | Standard Guide for Use of the Petroleum Measurement Tables |
| ASTM D2995 | Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors |
| ASTM D3628 | Standard Practice for Selection and Use of Emulsified Asphalts |

**END ITEM P-603**

# Item P-620 Runway and Taxiway Marking

## DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by Engineer. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

## MATERIALS

**620-2.1 Materials acceptance.** Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by Engineer prior to the initial application of markings. The reports can be used for material acceptance or Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. Contractor shall notify Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by Engineer.

**620-2.2 Marking materials.**

**Table 1. Marking Materials**

| Paint[1] | | | | Glass Beads[2] | |
|---|---|---|---|---|---|
| **Type** | **Color** | **Fed Std. 595 Number** | **Application Rate Maximum** | **Type** | **Application Rate Minimum** |
| I or II | White | 37925 | 115 $ft^2$/gal | I/III | 7 lb/gal / 10lb/gal |
| I or II | Red | 31136 | 115 $ft^2$/gal | I/III | 7 lb/gal / 10lb/gal |
| I or II | Yellow | 33538 or 33655 | 115 $ft^2$/gal | I/III | 7 lb/gal / 10lb/gal |
| I or II | Black | 37038 | 115 $ft^2$/gal | I/III | 7 lb/gal / 10lb/gal |

[1] See paragraph 620-2.2a
[2] See paragraph 620-2.2b

**a. Paint**. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. White (37925), Red (31136), Yellow (33538 or 33655), and Black (37038).

**Waterborne**. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. Work will be performed where workers and aircraft are present. The means used for surface preparation shall account for precautionary measures needed to contain shot or sand. Shot or sand are not permitted to leave approved work area. Engineer and Owner may shut down Contractor operations if concerns arise.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, or by other methods approved by Engineer to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** For this Project, certain existing markings shall be removed before remarking. Also, in other Project areas, new markings will be applied over the existing. See the plans for this distinction. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by Engineer minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. See plan sheets for these larger areas. For this Project, paint removal shall be typically 90%; however, 100% removal shall be accomplished in certain plan areas not restriped. See plans.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by Engineer. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to Engineer prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 Application.** A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by Engineer. If the airport operations require pavement marking prior to the recommended waiting period, the paint may be applied in a temporary light coat application rate of 30% for temporary markings. Glass beads are not required for temporary markings. The final application should occur after the waiting period has passed. The final marking application must be at full strength in order to adequately set the glass bead.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet , and marking dimensions and spacing shall be within the following tolerances:

**Marking Dimensions and Spacing Tolerance**

| Dimension and Spacing | Tolerance |
|---|---|
| 36 inch or less | ±1/2 inch |
| greater than 36 inch to 6 feet | ±1 inch |
| greater than 6 feet to 60 feet | ±2 inch |
| greater than 60 feet | ±3 inch |

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

**620-3.6 Application--preformed thermoplastic airport pavement markings.** Not used.

**620-3.7 Control strip.** Prior to the full application of airfield markings, Contractor shall prepare a control strip in the presence of Engineer. Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance**. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6-square-foot area with three readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

**Minimum Retro-Reflectance Values**

| Material | Retro-reflectance mcd/m²/lux | | |
|---|---|---|---|
| | White | Yellow | Red |
| Initial Type I | 300 | 175 | 35 |
| Initial Type III | 600 | 300 | 35 |
| Initial Thermoplastic | 225 | 100 | 35 |
| All materials, remark when less than[1] | 100 | 75 | 10 |

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of Engineer. Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

**620-3.10 REMOVING EXISTING RUNWAY PAINTING**. Existing runway and taxiway painting, as shown on the plans or as directed by Engineer shall be removed prior to application of seal coat. The paint shall be removed by grinding or other method to minimize damage to the existing pavement surface. (See Article 620-3.3.b.)

## METHOD OF MEASUREMENT

**620-4.1a** The quantity of runway and taxiway painting obliteration to be paid for under this item shall be the number of square feet of paint removed, including black paint.

The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting including reflective media, regardless of the color or number of coats of paint, including black paint performed in accordance with the specifications and accepted by Engineer.

## BASIS OF PAYMENT

**620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary for runway and taxiway obliteration and paiting and accepted by Engineer in accordance with these specifications.

Payment will be made under:

| | |
|---|---|
| Item P-620 | Obliteration of Runway and Taxiway Marking, per square foot |
| Item P-620 | Runway and Taxiway Marking (including reflective beads), complete, per square foot |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D476 | Standard Classification for Dry Pigmentary Titanium Dioxide Products |

| | |
|---|---|
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E303 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |
| ASTM E2302 | Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer |
| ASTM G154 | Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials |

Code of Federal Regulations (CFR)

| | |
|---|---|
| 40 CFR Part 60, Appendix A-7, Method 24 | Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings |
| 29 CFR Part 1910.1200 | Hazard Communication |

Federal Specifications (FED SPEC)

| | |
|---|---|
| FED SPEC TT-B-1325D | Beads (Glass Spheres) Retro-Reflective |
| FED SPEC TT-P-1952F | Paint, Traffic and Airfield Marking, Waterborne |
| FED STD 595 | Colors used in Government Procurement |

Commercial Item Description

| | |
|---|---|
| A-A-2886B | Paint, Traffic, Solvent Based |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-1 | Standards for Airport Markings |
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

**END OF ITEM P-620**

# Item T-901 Seeding

## DESCRIPTION

**901-1.1** This item shall consist of soil preparation, seeding and fertilizing the areas shown on the plans or as directed by Engineer in accordance with these specifications. Areas of soil preparation, seeding and fertilizing under this item shall include, but not be limited to, unpaved areas within the limits of grading as shown on the plans or as designated by Engineer, any areas of existing turf disturbed during construction, excavated areas, Contractor haul routes or travel paths, and Contractor plant and office areas, and stockpile areas.

## MATERIALS

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. Contractor shall furnish Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected. For this Project, two seed mixes will be planted together - the cool or warm season mix as determined by the planting time, and the Permanent Seed Mixture shown herein:

**Quantity of Pure Live Seed[1] (option 3)**

| **Seed Mixture for Cool Season Seeding (Sept.1-Nov. 30)** | |
|---|---|
| **Common Name** | **Mixture Quantity** |
| Western Wheatgrass | 8.4 PLS/acre |
| Wheat (red, winter) | 50.0 PLS/acre |
| **Seed Mixture for Warm Season Seeding (May 1-Aug. 31)** | |
| Buffalo Grass-Treated | 34.0 PLS/acre |
| **Permanent Seed Mixture (Optimum Feb 1 – May 15)** | |
| Green Sprangletop | 0.3 PLS/acre |
| Blue Grama | 0.8 PLS/acre |
| Sand Dropseed | 0.4 PLS/acre |
| Weeping Lovegrass | 0.6 PLS/acre |
| Indian Ricegrass | 3.0 PLS/acre |
| Purple Prairie Clover | 0.5 PLS/acre |

[1]Payment will not be made for soil preparation, seeding and fertilizing prior to planting and establishing stand of grass covering a minimum of 70% of the seeded area in comparison to the surrounding grassed area.

Seeding shall be performed during such periods as recommended by the local County Extension Agent or USDA Soil Conservation Services and shall be compatible with local climate and soil conditions. Seeding shall also be performed as early as possible in the project in order to maximize the growing season.

If construction completion does not coincide with a recommended planting period, Contractor shall be responsible for maintaining the areas to be seeded in accordance with Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, until the accepted stand of grass is produced. Contractor attention is also directed to the 70% vegetative cover requirement indicated by the definition of Final Stabilization in the TPDES Construction General Permit (TXR 150000).

**901-2.2 Lime.** Not required.

**901-2.3 Fertilizer**. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified and shall meet the requirements of applicable state laws. All fertilizer shall be delivered in bags or clearly marked containers showing the analysis, name, trademark, and warranty. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

d. Fertilizers shall have an analysis of 15-15-15 (representing respective percentages of nitrogen, phosphoric acid, and potash) as determined by the Association of Official Agricultural Chemists

e. Commercial fertilizer and shall be spread at the rate of 500 pounds per acre**.**

f. The actual rate of application shall be as recommended by the fertilizer manufacturer for the seed planted and allowing for local soil conditions and shall be approved by Engineer prior to application.

**901-2.4 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by Engineer before being placed.

## CONSTRUCTION METHODS

**901-3.1 Advance preparation and cleanup.** After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

**901-3.2 Dry application method.**

**a. Liming.** Not required.

**b. Fertilizing.** Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

**c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

**d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

**e. Emulsion.** After the seed has been planted, Item P-603 Asphalt Soil Stabilization shall be applied to the seeded area to hold the soil.

**901-3.3 Wet application method.**

**a. General.** Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb/sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipelines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Contractor shall identify to Engineer all sources of water at least two weeks prior to use. Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. Contractor shall not use any water from any source that is disapproved by Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

**d. Spraying.** Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 Maintenance of seeded areas.** Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that Contractor establish a good stand of grass of uniform color and density to the satisfaction of Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

Contractor shall be responsible for watering and maintaining seeded areas for a minimum 45 calendar days after seeding, and until establishing an acceptable stand of grass, unless otherwise directed by Engineer. The maintenance of the seeded areas may also require additional seeding in order to provide the required stand of grass for acceptance. Such additional seeding, if required, shall be at the expense of Contractor.

## METHOD OF MEASUREMENT

**901-4.1** The final quantity of soil preparation, seeding and fertilizing shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

## BASIS OF PAYMENT

**901-5.1** This item shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-901**

# APPENDIX A

# CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

**City Council Meeting**

**Item Number 10**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Tina Jauz, Director
**Subject:** Consider a motion accepting reimbursement funds in the amount of $254,358.00 from the Texas Department of State Health Services; said funds will be used to assist the City of Midland Health and Senior Services Division with activities in support of the Coronavirus 2019 response; authorizing the execution of all documents necessary to accept said funds; and authorizing and directing the City Treasurer to deposit said funds into the General Fund. (COMMUNITY SERVICES)

Approved for Agenda:

City Manager's Office

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**Purpose:**
Consider a motion accepting reimbursement funds in the amount of $254,358.00 from the Texas Department of State Health Services; said funds will be used to assist the City of Midland Health and Senior Services Division with activities in support of the Coronavirus 2019 response; authorizing the execution of all documents necessary to accept said funds; and authorizing and directing the City Treasurer to deposit said funds into the General Fund.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$254,358.00 in reimbursement funds from the Texas Department of State Health Services.

**Discussion:**

The Midland Health Department is seeking approval for the acceptance of these grant funds from the state and federal government. The funds will be used to offset personnel, travel, training, supplies, and other costs associated with the response to COVID-19.

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# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT NO. HHS000771600001
# AMENDMENT NO. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**") and **MIDLAND HEALTH AND SENIOR SERVICES** ("**Grantee**"), collectively the "**Parties**" to that certain contract for activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response Contract effective April 2, 2020 and denominated as DSHS Contract No. HHS000771600001 (the "**Contract**"), now elect to amend the Contract.

**WHEREAS**, the Parties desire to revise the Budget to add funds to the Contract and to allow for successful completion of the activities.

The Parties therefore agree as follows:

1. **ARTICLE V,** of the Signature Document, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **$128,825.00** in federal funding to the Contract. The total not-to-exceed amount of the Contract is therefore increased to **$254,358.00.** All expenditures under the Contract will be in accordance with the revised budget. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

2. **ATTACHMENT B, BUDGET,** is hereby amended in its entirety and replaced with the following budget table:

| Budget Categories | Pre-award Cost from January 20, 2020 | COVID 19 Funding Allocation | COVID 19 Funding Allocation A.1 | Totals |
|---|---|---|---|---|
| **Personnel** | $0 | $69,324 | $63,000 | $132,324 |
| **Fringe Benefits** | $0 | $26,343 | $23,940 | $50,283 |
| **Travel** | $0 | $7,314 | $0 | $7,314 |
| **Equipment** | $0 | $0 | $0 | $0 |
| **Supplies** | $0 | $22,552 | $31,885 | $54,437 |
| **Contractual** | $0 | $0 | $0 | $0 |
| **Other** | $0 | $0 | $10,000 | $10,000 |
| **Total Direct Costs** | $0 | $125,533 | $128,825 | $254,358 |
| **Indirect Cost Rate Amount** | $0 | $0 | $0 | $0 |
| **Contract Total** | **$0** | **$125,533** | **$128,825** | **$254,358** |

3. This Amendment shall be effective upon the signature of both Parties.

4. Except as modified by this Amendment, all terms and conditions of the Contract, shall remain in effect.

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5. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

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**SIGNATURE PAGE FOR AMENDMENT NO. 1**
**SYSTEM AGENCY CONTRACT NO. HHS000771600001**

**DEPARTMENT OF STATE HEALTH SERVICES**

DocuSigned by:
B113A6B1CFEC4CE...

David Gruber

Associate Commissioner for RLHS

Date of Signature: May 4, 2020

**MIDLAND HEALTH AND SENIOR SERVICES**

DocuSigned by:
By: Whitney Craig
83EBFB35036D49F...

Name: Whitney Craig

Title: Health & Senior Services Manager

Date of Signature: May 4, 2020

**City Council Meeting**

**Item Number 11**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Ron Jenkins, Oil and Gas Coordinator
**Subject:** RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED NO CLOSER THAN 226 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 862 FEET AND 2,050 FEET WEST OF RANKIN HIGHWAY, AND BETWEEN 590 FEET AND 620 FEET NORTH OF DAYTON ROAD); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Approved for Agenda:

City Manager's Office

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**Purpose:**

Consider a resolution approving the issuance of permits to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Charger #H110WB; Charger #H115WA; Mustang #H145WA; Mustang #H150WB; Mustang #H155WA; and Mustang #H160WB; said wells being generally located between 862 feet and 2,050 feet west of Rankin Highway and between 590 feet and 620 feet north of Dayton Road. District 2. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

There is no cost to the City to process this application.

**Discussion:**

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval noting including an additional exhibit. These applications are for previously approved permits that have expired. A sound wall will be used during drilling and fracing operations being located on the south side of location being 980 feet long and 16 feet high for the Charger wells. The sound wall will be 450 feet long and 16 feet high for the Mustang wells. The operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances: (1) Permian Deep Rock Oil Company requests variance to residence or commercial structure within 500 ft: Charger #H110WB– Variance of 271 ft. Charger #H1115WA- Variance of 316 ft. Mustang #H145WA- Variance of 227 ft. Mustang #H150WB- Variance of 255 ft. Mustang #H155WA- Variance of 226 ft. Mustang #H160WB- Variance of 228 ft. (2) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation since city water is not available. (3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well. (4) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used. (5) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations. Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.

**RESOLUTION NO. _____**

**RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED NO CLOSER THAN 226 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 862 FEET AND 2,050 FEET WEST OF RANKIN HIGHWAY, AND BETWEEN 590 FEET AND 620 FEET NORTH OF DAYTON ROAD); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT**

**WHEREAS,** on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

**WHEREAS**, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

**WHEREAS**, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

**WHEREAS**, Operator has submitted applications to the City of Midland to drill oil

and gas wells on the property described in Section Two hereof; and

**WHEREAS**, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

**WHEREAS**, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on April 14, 2020; and

**WHEREAS**, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

**WHEREAS**, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

**WHEREAS**, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

**WHEREAS**, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

**SECTION ONE.** That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions and distances specified in the permits authorized in Section Two.

**SECTION TWO.** That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Charger #H110WB; Charger #H115WA; Mustang #H145WA; Mustang #H150WB; Mustang #H155WA; and Mustang #H160WB;

located in Section 10, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "F" and incorporated herein for all legal purposes.

**SECTION THREE.** That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger #H110WB oil and gas well shall be 240 feet from the north line and 1,720 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 271 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger #H115WA oil and gas well shall be 240 feet from the north line and 2,050 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 316 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang #H145WA oil and gas well shall be 270 feet from the north line and 862 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 227 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang #H150WB oil and gas well shall be 270 feet from the north line and 922 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 255 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager

# OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang #H155WA oil and gas well shall be 270 feet from the north line and 892 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 226 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang #H160WB oil and gas well shall be 270 feet from the north line and 952 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 228 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

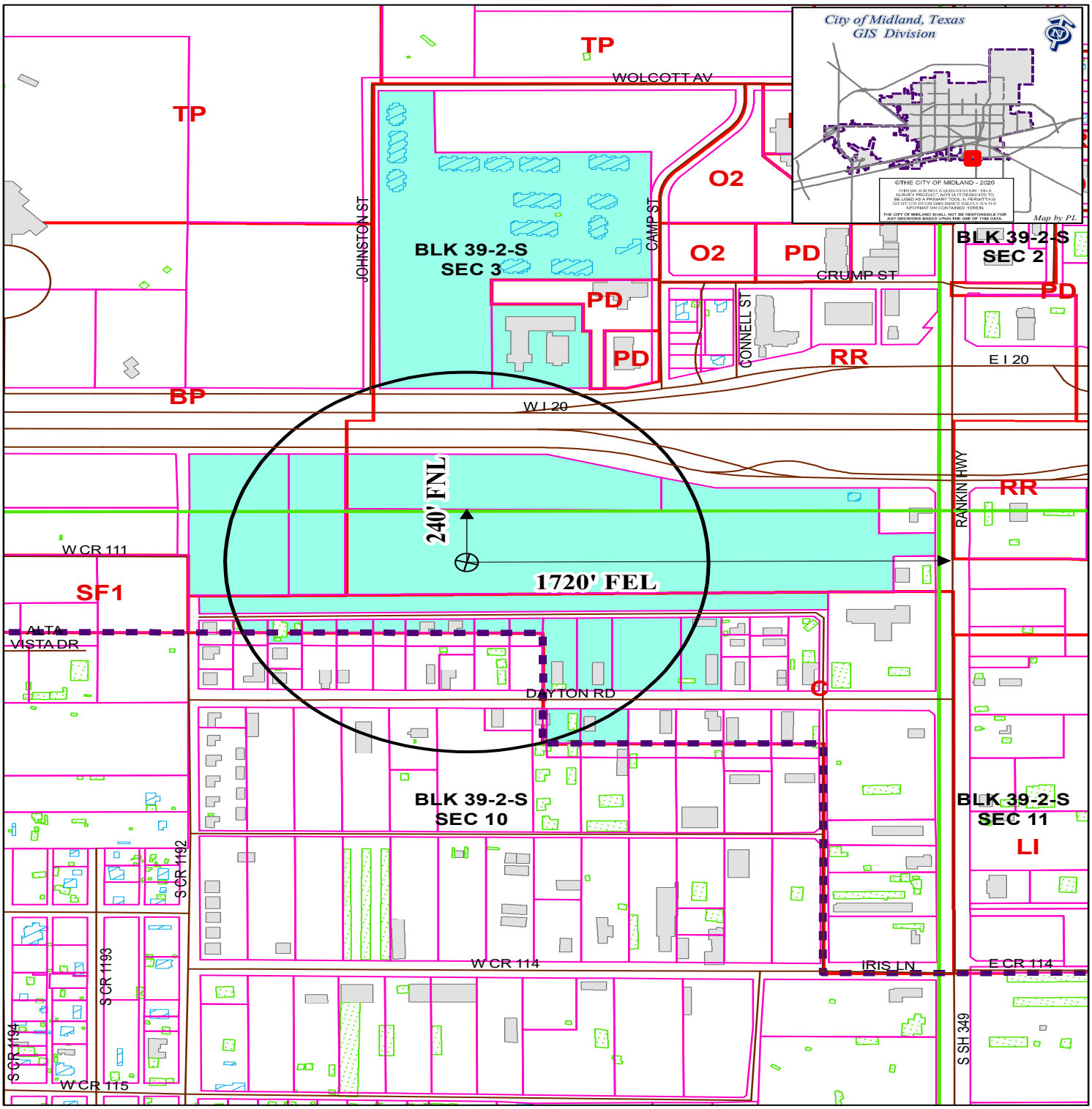
UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager




# LOCATION AND ZONING MAP

**Oil - 022669 - 2020** **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 240' FNL and 1,720' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,720 feet west of Rankin Highway and 620 feet north of Dayton Road.

**Charger #H110WB**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

SCALE: 1" = 300'

0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE

# SECTION 10, T. & P. RR. CO. SURVEY, A-670
# CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **CHARGER H110WB**
240' FNWL & 1720' FNEL (SECTION 10)

PERMIAN DEEP ROCK OIL CO., L.L.C.

N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
MARCH 29, 2018

| CHARGER H110WB | REVISION: | |
|---|---|---|
| | A.V.F. | 03/28/2018 |
| | A.V.F. | 03/29/2018 |
| DATE: 02/16/2018 | D.R.H. | 11/11/2019 |
| FILE: CD_CHARGER_H110WB_REV7 | D.R.H. | 11/14/2019 |
| DRAWN BY: A.V.F. | D.R.H. | 12/10/2019 |
| SHEET : 1 OF 2 | D.R.H. | 12/13/2019 |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

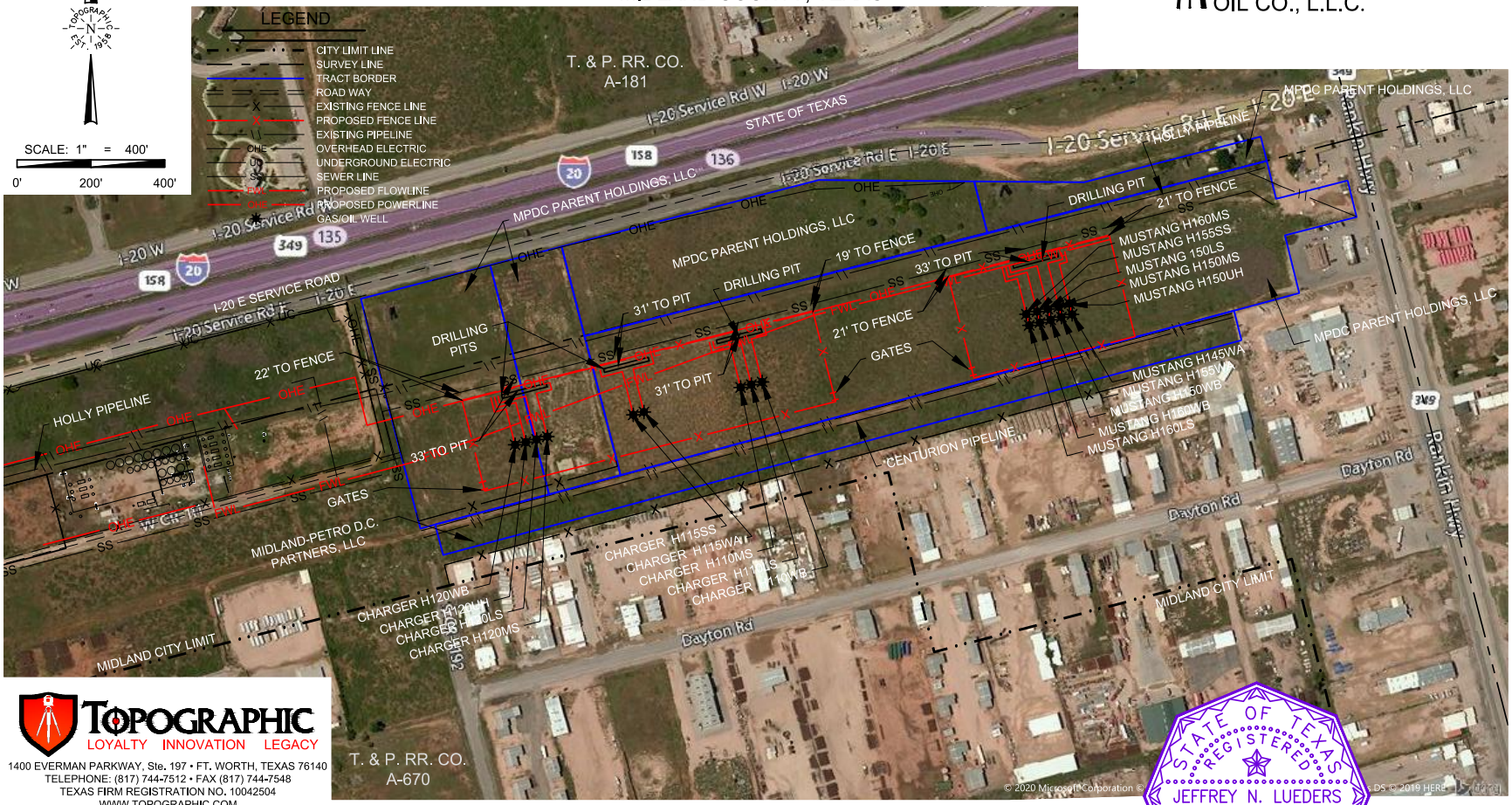


S:\SURVEY\ARRINGTON\CHARGER_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD_27\CD_CHARGER_H110WB_REV7.DWG 12/13/2019 10:36:06 AM dharris

# EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.





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TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
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| CHARGER UNIT CITY PERMIT | | REVISION: | |
|---|---|---|---|
| | | GJU | 04/09/18 |
| | | JRH | 11/16/18 |
| | | MJM | 11/26/18 |
| DATE: | 03/28/2018 | JRH | 11/07/19 |
| FILE: | SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8 | DRH | 11/13/19 |
| DRAWN BY: | GJU | DRH | 11/14/19 |
| SHEET : | 2 OF 11 | DRH | 12/13/19 |

NOTES:
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3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
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7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: OCTOBER 7, 2016

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8.DWG 1/13/2020 6:50:45 AM jlueders

PACKET
11.839
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. / Rep. Fax |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | Rep. Tele. 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

**24/7 Answering Services - No. 1 (Tele.):** **No. 2 (Tele.):**

**Option B:**

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

## II. Mineral Ownership

**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):**

1.

2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):**
**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is**

***Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Charger #H110WB- Previosly approved, permitted under different number (Charger A H110UH), permit will be expired

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 240' FNL & 1720' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

*ATTACHED AS EXHIBIT Q* **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

*ATTACHED AS EXHIBIT R* **is the required Insurance Certificate. [See § J(19) and § K(3)].**

*ATTACHED AS EXHIBIT S (if applicable)* **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

*ATTACHED AS EXHIBIT T* **is Applicant's Emergency Action Response Plan. [See § J(22)].**

*ATTACHED AS EXHIBIT U* **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

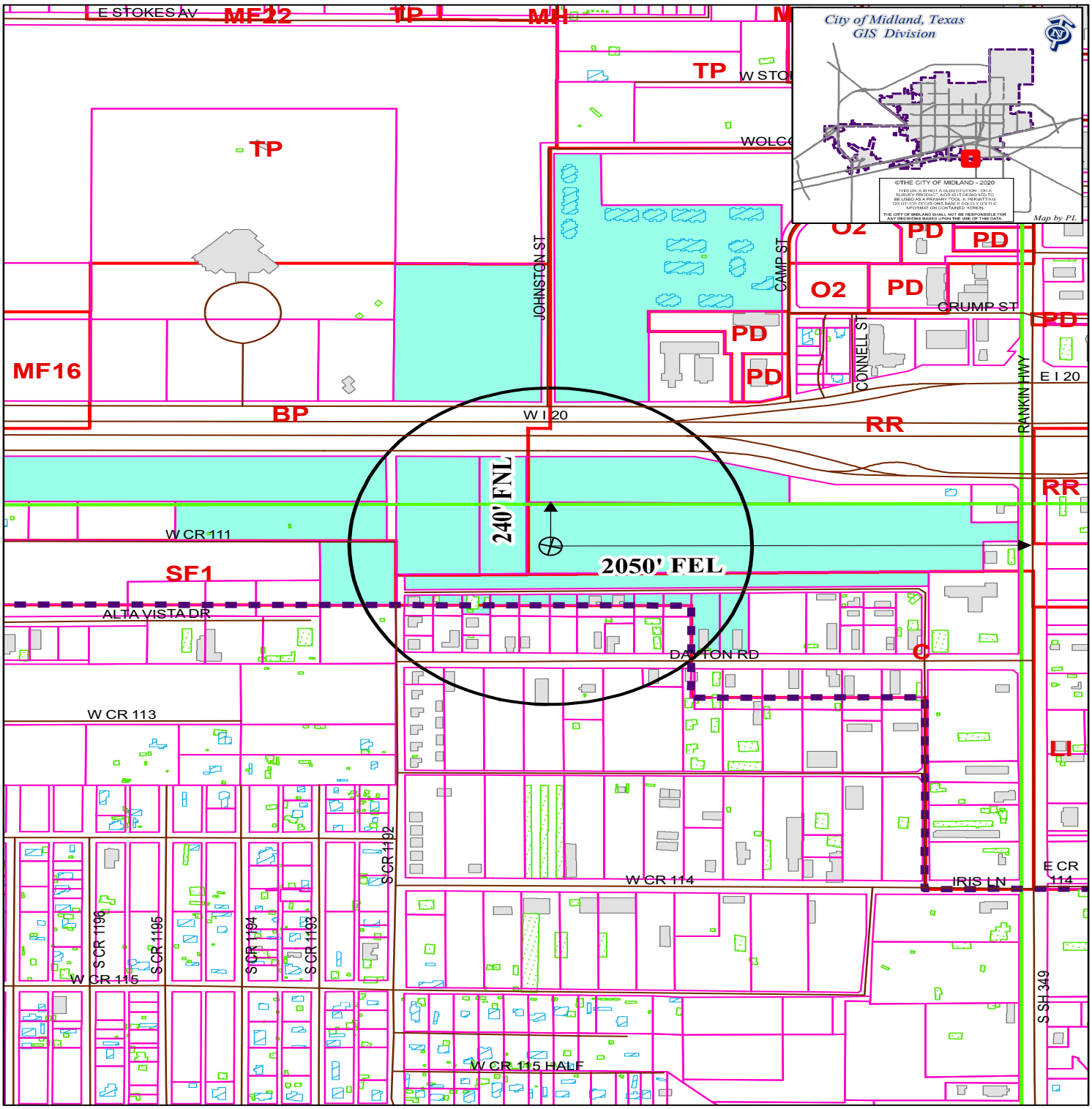
County of Midland )

Keith F. Barry, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[SEAL]




# LOCATION AND ZONING MAP

**Oil - 022668 - 2020** **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 240' FNL and 2,050' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet west of Rankin Highway and 620 feet north of Dayton Road.

**Charger #H115WA**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

SCALE: 1" = 300'

0' 150' 300'

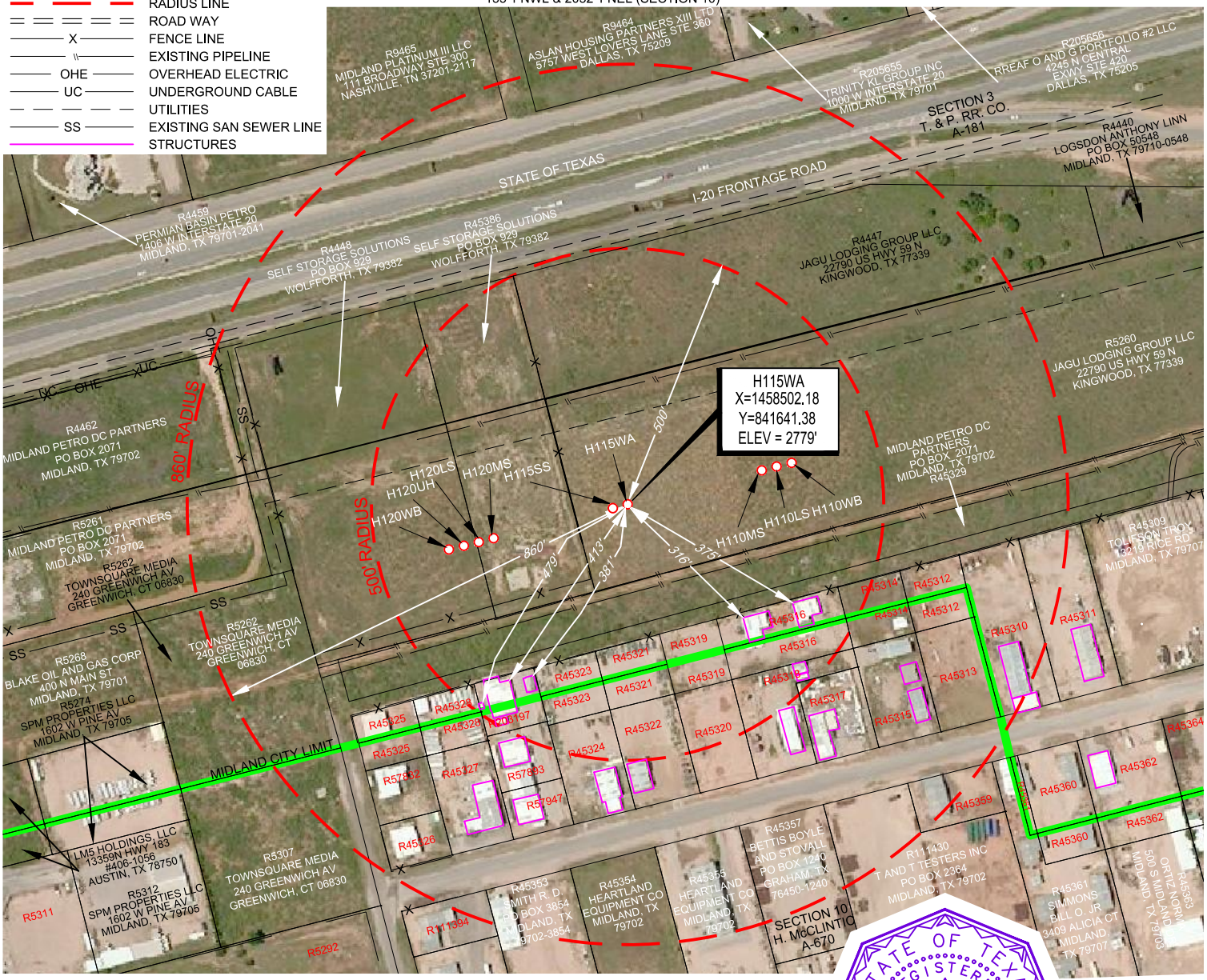
## LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE
- STRUCTURES

# SECTION 10, T. & P. RR. CO. SURVEY, A-670
# CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **CHARGER H115WA**
135' FNWL & 2052' FNEL (SECTION 10)

# PERMIAN DEEP ROCK OIL CO., L.L.C.

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TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM


STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
MARCH 29, 2018

| CHARGER H115WA | REVISION: | |
|---|---|---|
| | A.V.F. | 03/29/2018 |
| | H.B. | 04/5/2018 |
| DATE: 02/16/2018 | H.B. | 04/9/2018 |
| FILE: CD_CHARGER_H115WA_REV7 | D.R.H. | 11/11/2019 |
| DRAWN BY: A.V.F. | D.R.H. | 11/14/2019 |
| SHEET : 1 OF 2 | H.P.G | 11/23/2019 |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
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5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. / Rep. Fax |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | Rep. Tele. 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

**24/7 Answering Services - No. 1 (Tele.):** **No. 2 (Tele.):**

**Option B:**

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

## II. Mineral Ownership

**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):**

1.

2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):**
**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is**

***Current Tax Roll from Midland Central Appraisal District)*****, which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Charger #H115WA- Original approved city permit (Charger A H115WA)will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 240' FNL & 2050' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

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*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

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*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

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***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

County of Midland )

Keith F. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

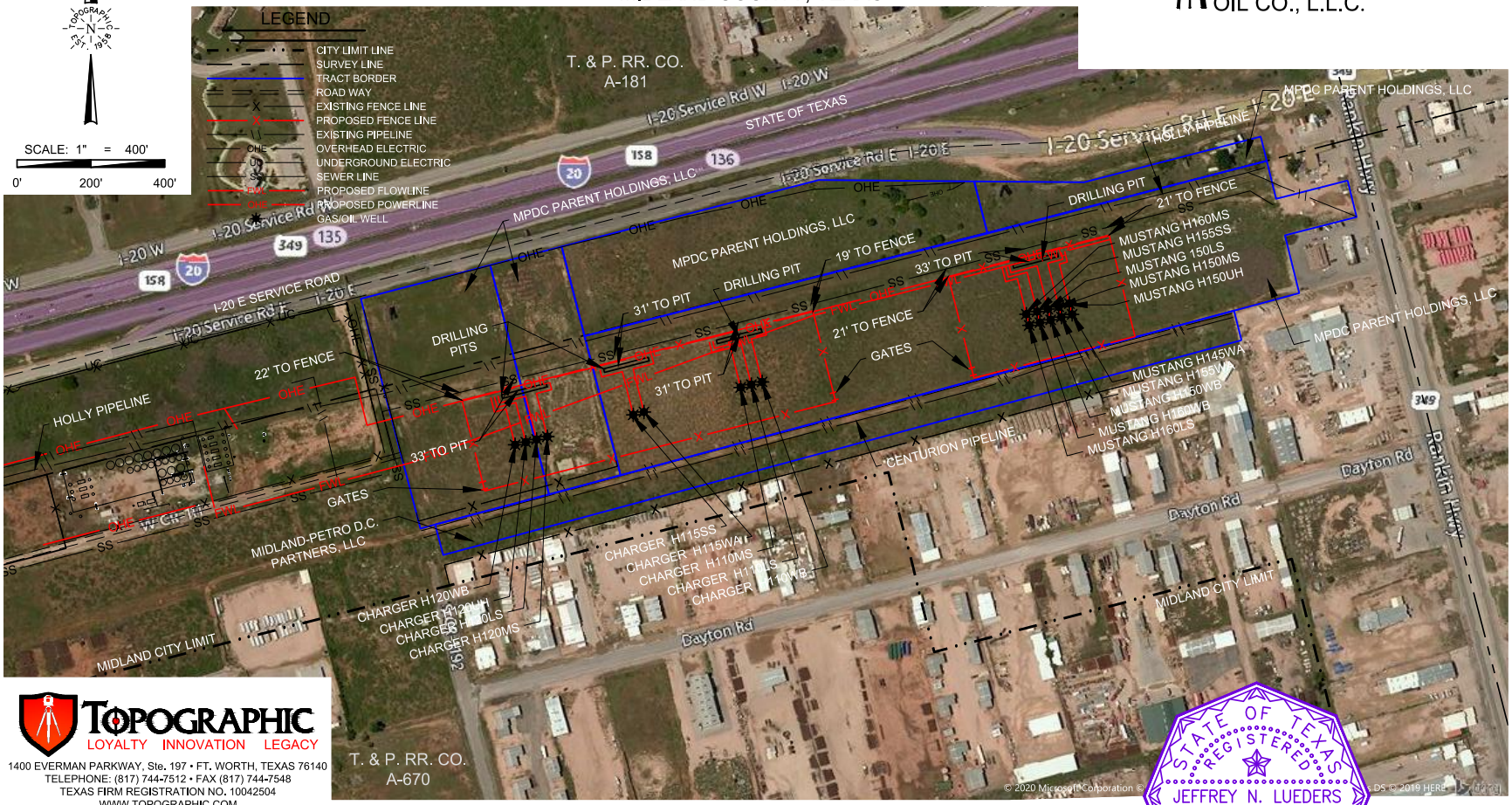
CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]

# EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.





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TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM


| CHARGER UNIT CITY PERMIT | | REVISION: | |
|---|---|---|---|
| | | GJU | 04/09/18 |
| | | JRH | 11/16/18 |
| | | MJM | 11/26/18 |
| DATE: | 03/28/2018 | JRH | 11/07/19 |
| FILE: | SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8 | DRH | 11/13/19 |
| DRAWN BY: | GJU | DRH | 11/14/19 |
| SHEET : | 2 OF 11 | DRH | 12/13/19 |

NOTES:
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3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
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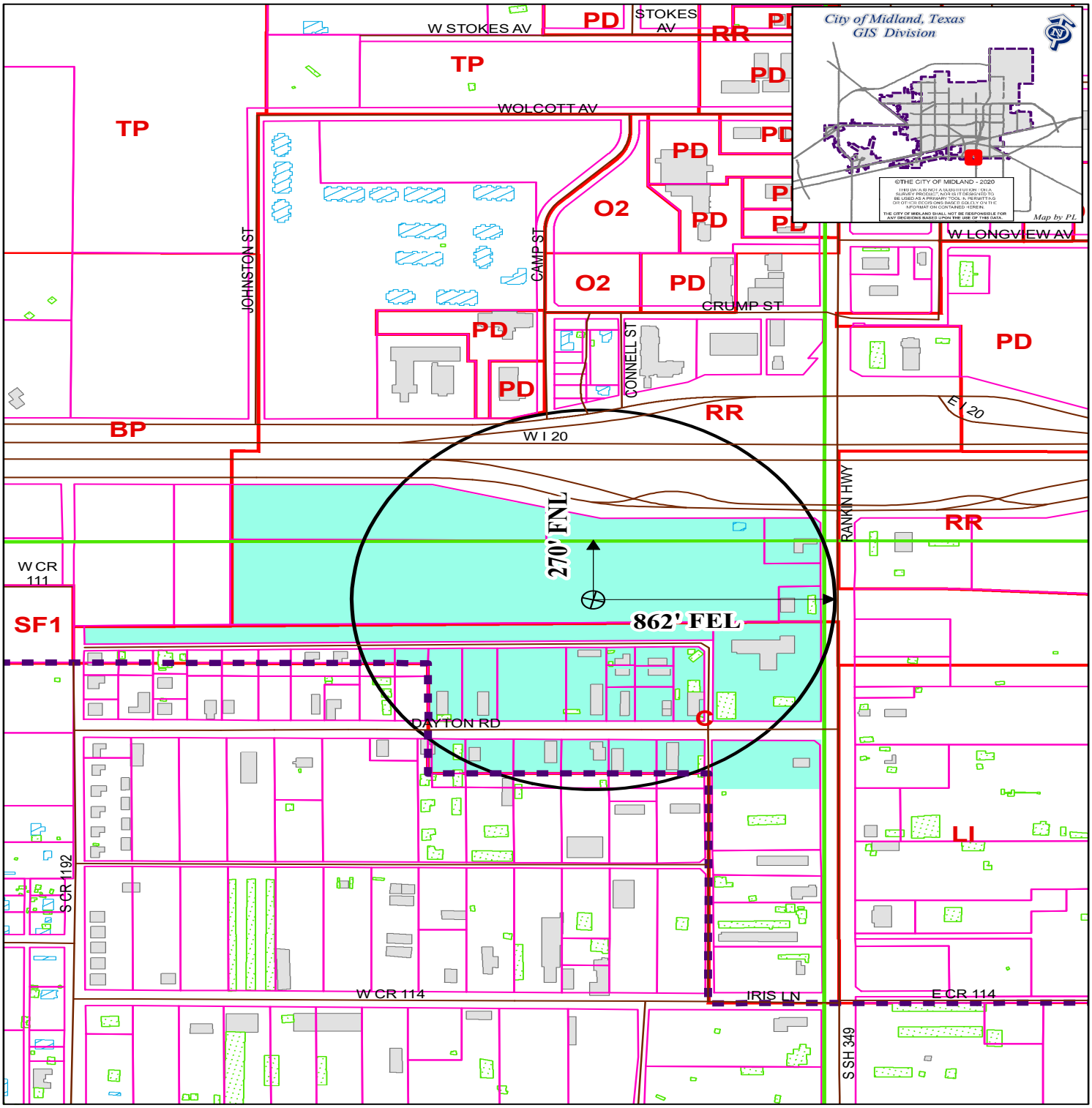
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: OCTOBER 7, 2016

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8.DWG 1/13/2020 6:50:45 AM jlueders

PACKET
11.850
May 26, 2020




# LOCATION AND ZONING MAP

**Oil - 022666 - 2020** **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 862' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 862 feet west of Rankin Highway and 590 feet north of Dayton Road.

**Mustang #H145WA**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

SCALE: 1" = 300'

0' 150' 300'

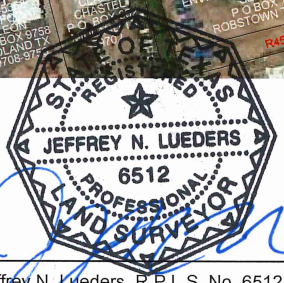
LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG H145WA**
270' FNWL & 862' FNEL

PERMIAN DEEP ROCK OIL CO., L.L.C.

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TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

Jeffrey N. Lueders, R.P.L.S. No. 6512
MARCH 30, 2018

| MUSTANG H145WA | REVISION: | |
|---|---|---|
| | A.V.F. | 03/28/2018 |
| | A.V.F. | 03/30/2018 |
| DATE: 02/20/2018 | H.B. | 04/5/2018 |
| FILE: CD_MUSTANG_145WA_REV7 | H.B. | 04/9/2018 |
| DRAWN BY: A.V.F. | D.R.H. | 11/11/2019 |
| SHEET : 1 OF 2 | D.R.H. | 12/10/2019 |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
3. SYSTEM OF 1927, U.S. SURVEY FEET.
4. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
5. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
6. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_145WA_REV7.DWG 12/12/2019 12:56:25 PM dharris

 
PACKET
11.852
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. / Rep. Fax |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | Rep. Tele. 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

**24/7 Answering Services - No. 1 (Tele.):** **No. 2 (Tele.):**

**Option B:**

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

## II. Mineral Ownership

**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):**

1.

2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):**
**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is** ,
***Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Mustang #H145WA- Original approved city permit (Mustang A H145WA) will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 270' FNL & 862' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P*** **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q*** **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R*** **is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)*** **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T*** **is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U*** **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

County of Midland )

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

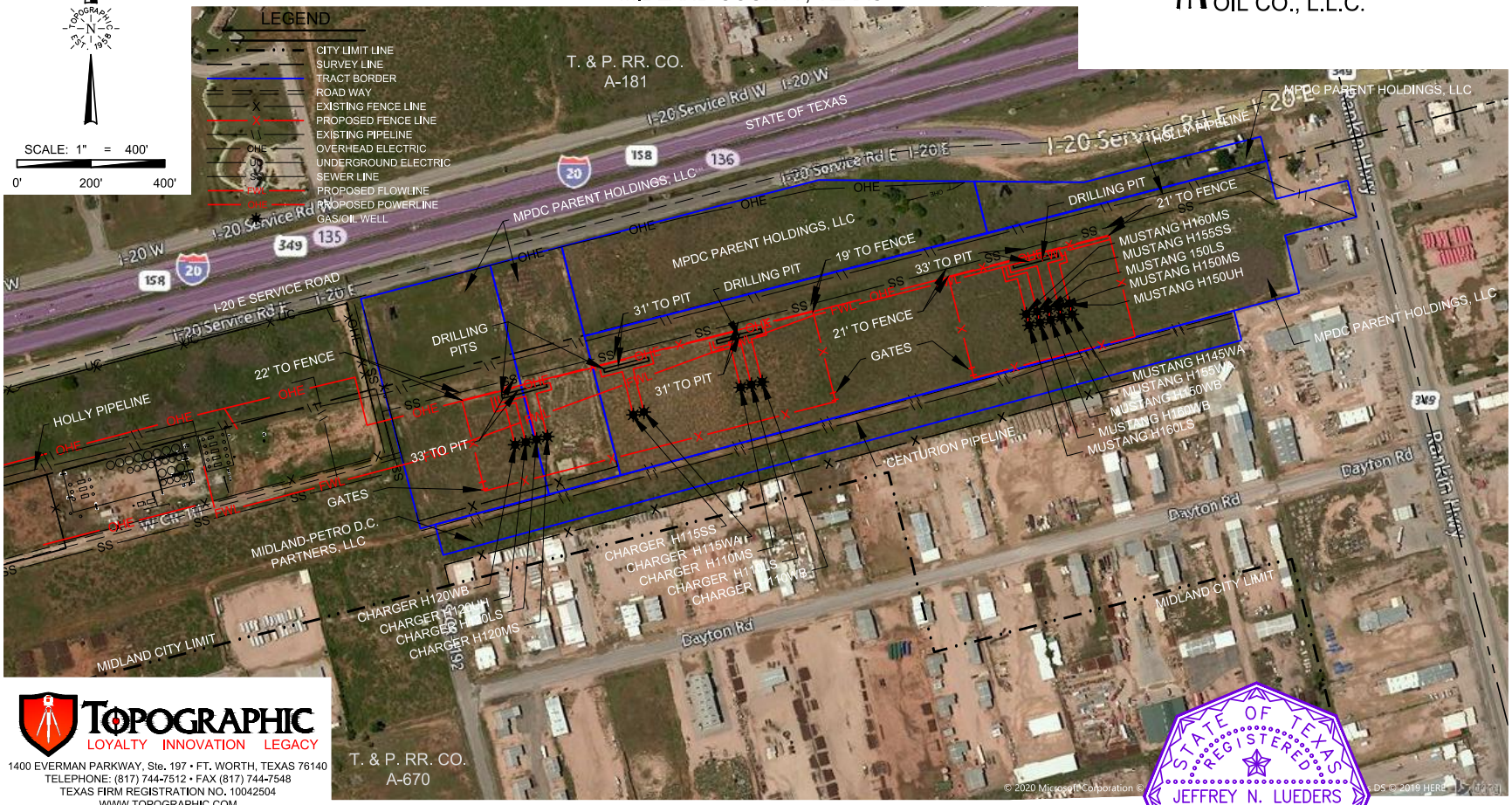
CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]

# EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.





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TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM


| CHARGER UNIT CITY PERMIT | | REVISION: | |
|---|---|---|---|
| | | GJU | 04/09/18 |
| | | JRH | 11/16/18 |
| | | MJM | 11/26/18 |
| DATE: | 03/28/2018 | JRH | 11/07/19 |
| FILE: | SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8 | DRH | 11/13/19 |
| DRAWN BY: | GJU | DRH | 11/14/19 |
| SHEET : | 2 OF 11 | DRH | 12/13/19 |

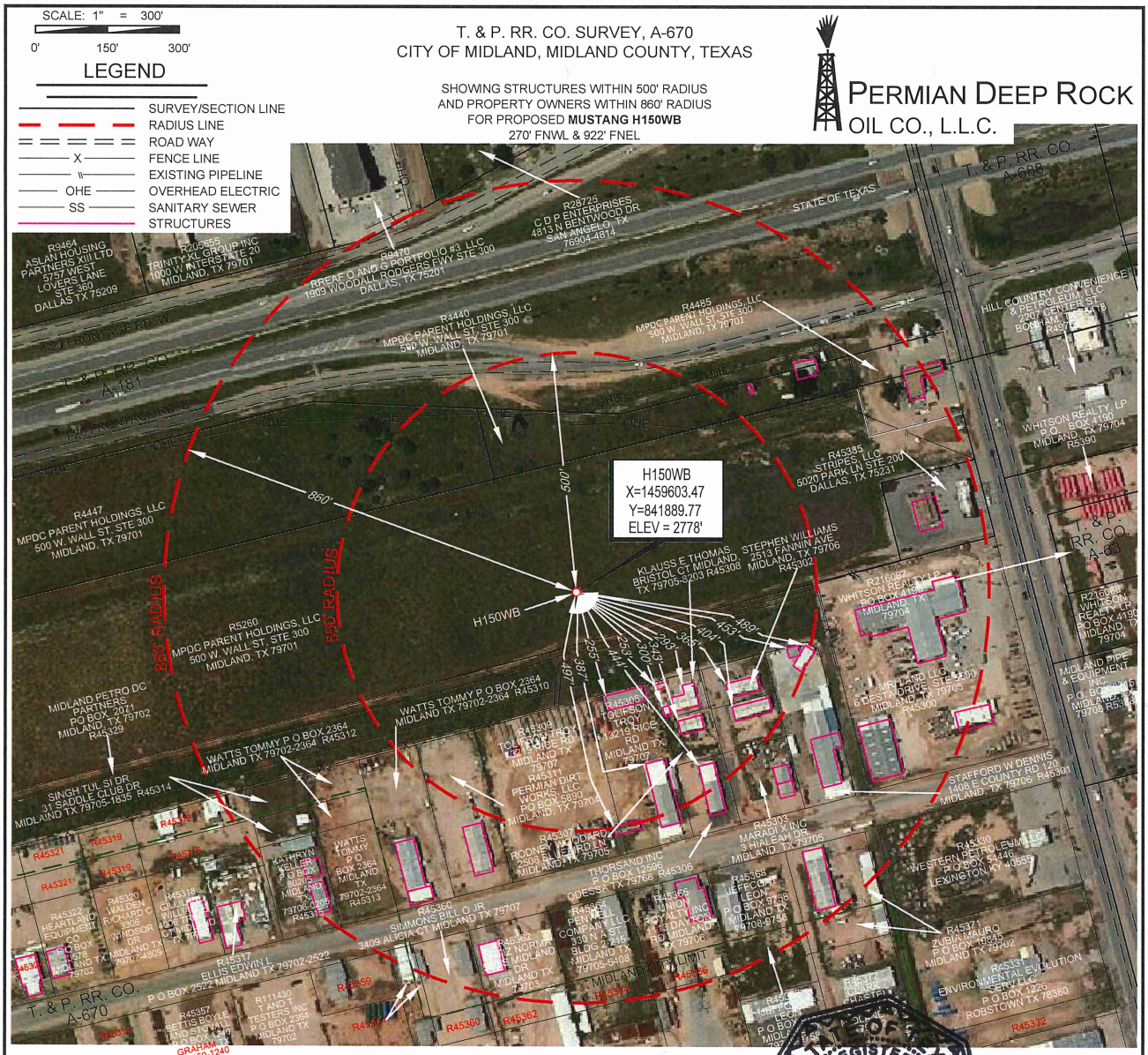
NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: OCTOBER 7, 2016

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8.DWG 1/13/2020 6:50:45 AM jlueders

PACKET
11.857
May 26, 2020




Jeffrey N. Lueders, R.P.L.S. No. 6512
MARCH 30, 2018

| MUSTANG H150WB | REVISION: | |
|---|---|---|
| | A.V.F. | 03/28/2018 |
| | A.V.F. | 03/30/2018 |
| DATE: 02/20/2018 | H.B. | 04/5/2018 |
| FILE: CD_MUSTANG_150WB_REV7 | H.B. | 04/9/2018 |
| DRAWN BY: A.V.F. | D.R.H. | 11/11/2019 |
| SHEET : 1 OF 2 | D.R.H. | 12/10/2019 |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
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3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
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5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_150WB_REV7.DWG 12/12/2019 12:55:27 PM dharris

 
PACKET
11.858
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

**24/7 Answering Services - No. 1 (Tele.):** **No. 2 (Tele.):**

**Option B:**

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

## II. Mineral Ownership

**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):**

1.

2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):**
**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is**

***Current Tax Roll from Midland Central Appraisal District)*****, which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Mustang #H150WB- Original approved city permit (Mustang A H150WB) will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 270' FNL & 922' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P*** **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q*** **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R*** **is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)*** **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T*** **is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U*** **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

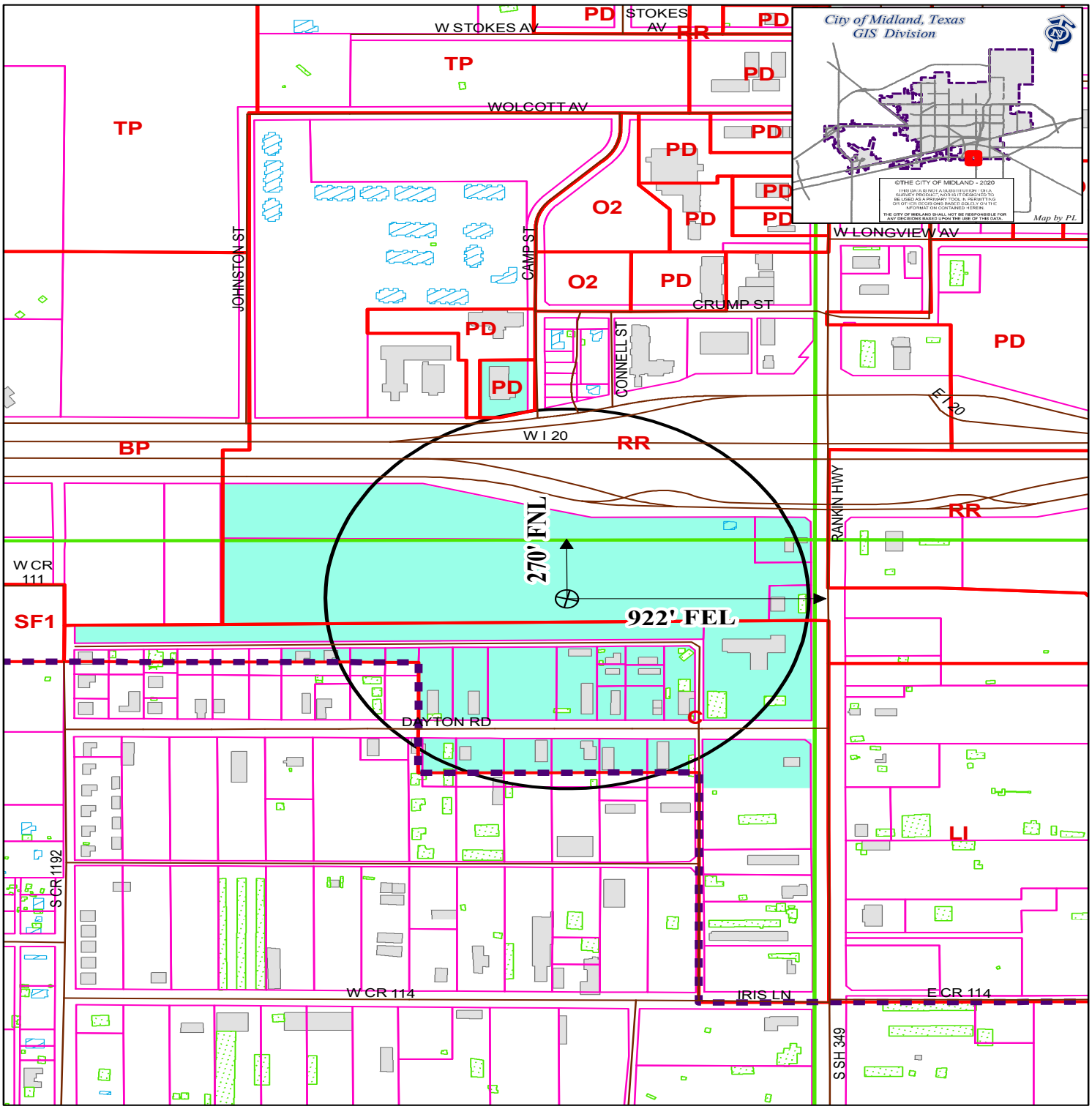
County of Midland )

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]




# LOCATION AND ZONING MAP

**Oil - 022665 - 2020** **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 922' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 922 feet west of Rankin Highway and 590 feet north of Dayton Road.

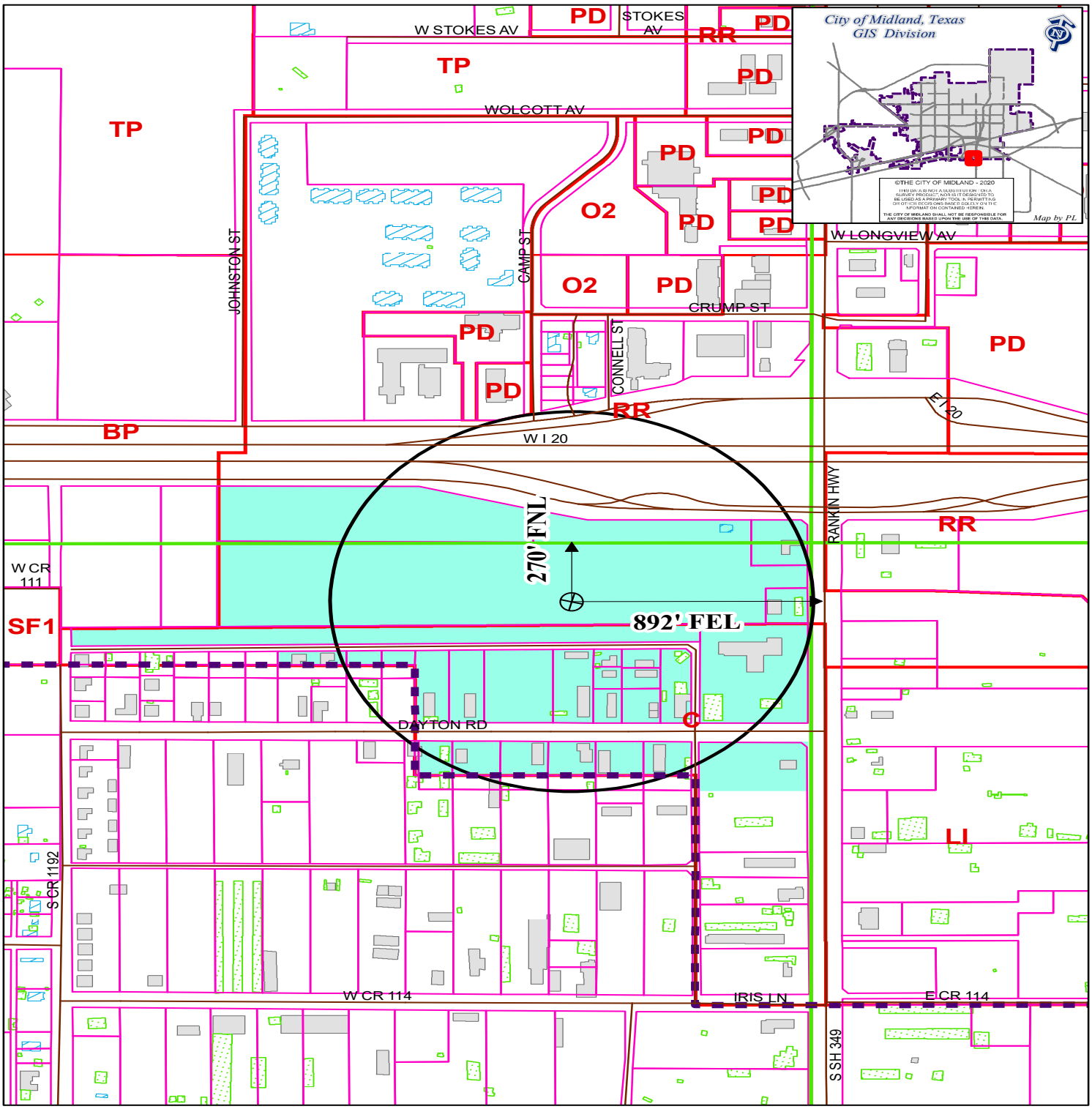
**Mustang #H150WB**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |




# LOCATION AND ZONING MAP

**Oil - 022664 - 2020** **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 892' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 892 feet west of Rankin Highway and 590 feet north of Dayton Road.

**Mustang #H155WA**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

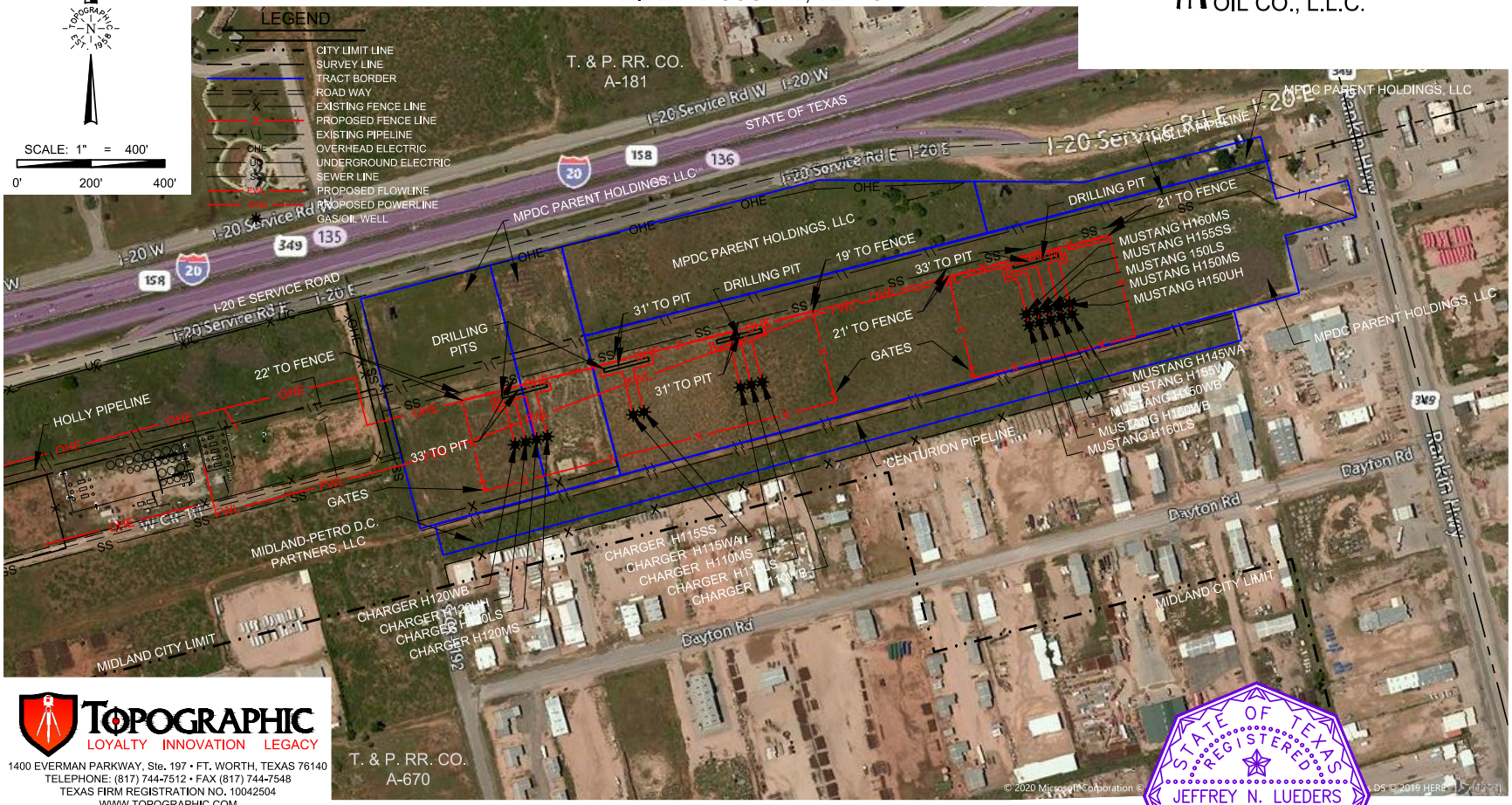
**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

# EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.





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TEXAS FIRM REGISTRATION NO. 10042504
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| CHARGER UNIT CITY PERMIT | | REVISION: | |
|---|---|---|---|
| | | GJU | 04/09/18 |
| | | JRH | 11/16/18 |
| | | MJM | 11/26/18 |
| DATE: | 03/28/2018 | JRH | 11/07/19 |
| FILE: | SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8 | DRH | 11/13/19 |
| DRAWN BY: | GJU | DRH | 11/14/19 |
| SHEET : | 2 OF 11 | DRH | 12/13/19 |

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STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: OCTOBER 7, 2016

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV8.DWG 1/13/2020 6:50:45 AM jlueders

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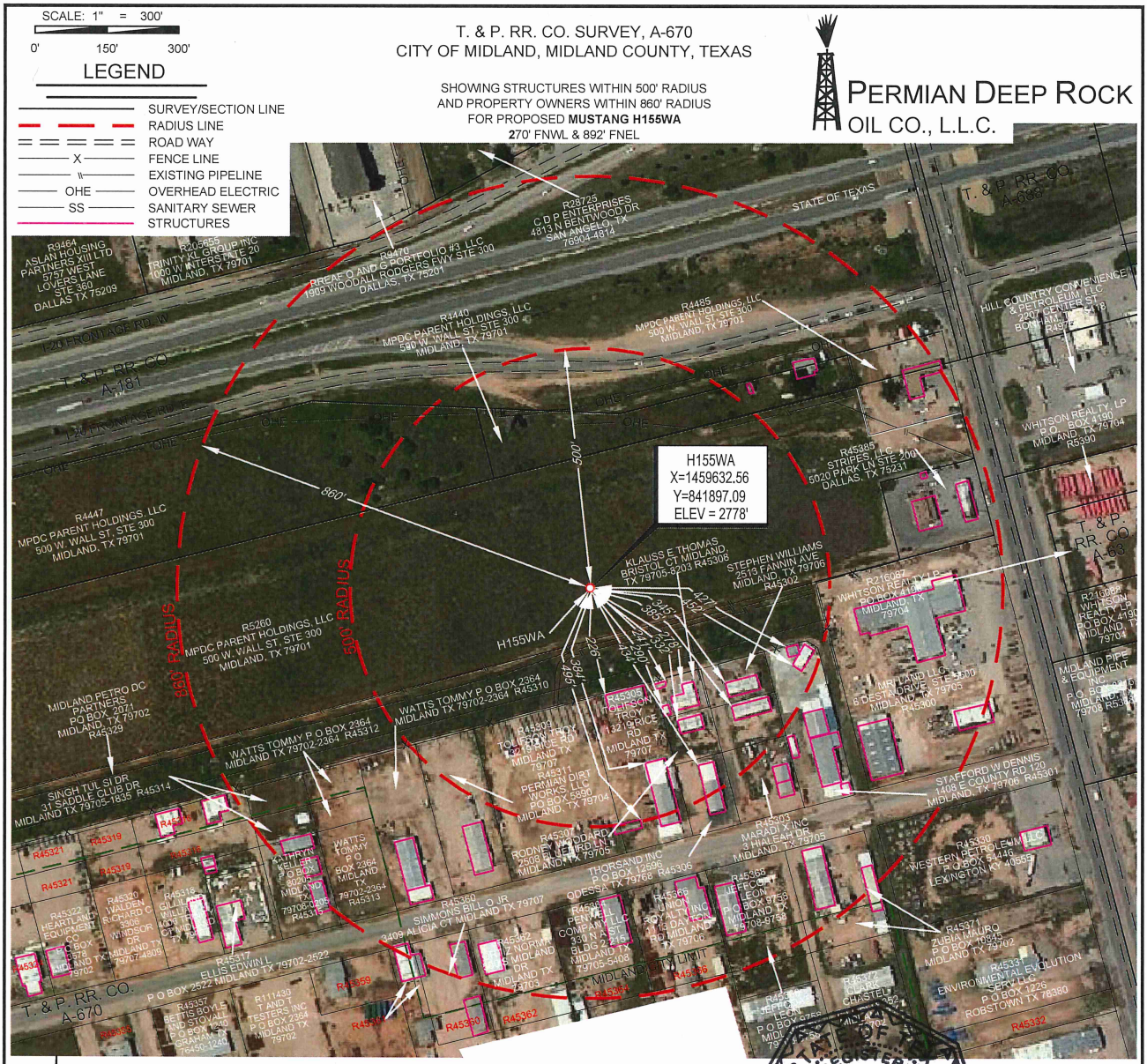
May 26, 2020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STRUCTURES
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED MUSTANG H155WA
270' FNWL & 892' FNEL
PERMIAN DEEP ROCK OIL CO., L.L.C.
H155WA
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Y=841897.09
ELEV = 2778'
500'
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500' RADIUS
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I-20 FRONTAGE RD. W
T. & P. RR. CO. A-181
T. & P. RR. CO. A-63
T. & P. RR. CO. A-670
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R216087 WHITSON REALTY LP P O BOX 4190 MIDLAND, TX 79704
R5390
HILL COUNTRY CONVENIENCE & PETROLEUM, LLC 2007 CENTER ST BONHAM, TX 75418
WHITSON REALTY, LP P.O. BOX 4190 MIDLAND, TX 79704 R5390
MIDLAND PETRO DC PARTNERS PO BOX 2071 MIDLAND, TX 79702 R45329
WATTS TOMMY P O BOX 2364 MIDLAND TX 79702-2364 R45312
WATTS TOMMY P O BOX 2364 MIDLAND TX 79702-2364 R45310
SINGH TVL SI DR 31 SADDLE CLUB DR MIDLAND TX 79705-1835 R45314
TOLLESON TROY 132 PRICE RD MIDLAND TX 79707 R45304
R45305 TOLLESON TROY 132 PRICE RD MIDLAND TX 79707
PERMIAN DIRT WORKS LLC P.O. BOX 5890 MIDLAND, TX 79704 R45311
MBT LAND LLC 6 DESTINY DRIVE, STE 3000 MIDLAND, TX 79705 R45300
STAFFORD W DENNIS 1408 E COUNTY RD 120 MIDLAND, TX 79706 R45301
MIDLAND PIPE & EQUIPMENT INC P.O. BOX 5918 MIDLAND, TX 79708 R5391
RODNEY WOODARD 2529 ELDERBERRY LN MIDLAND TX 79705 R45307
MARADI X INC 3 HALEAH DR MIDLAND, TX 79705 R45303
THORSAND INC P O BOX 12595 ODESSA, TX 79768 R45306
SIMMONS BILL O JR 3409 ALICIA CT MIDLAND TX 79707 R45360
R45362 LZ NORMAN DR MIDLAND TX 79705
R45363 PENWELL LLC COMPANY ST 330 N A ST BLDG A 2ND FL MIDLAND TX 79705-5408
R45364 UNION PO BOX 9758 MIDLAND, TX 79706
R45365 JEFFCOAT LEON PO BOX 9758 MIDLAND, TX 79708-9758
R45366 JEFFCOAT LEON P O BOX 9758 MIDLAND, TX 79708-9758
R45371 ZUBIA MAURO P O BOX 10945 MIDLAND TX 79702
R45331 ENVIRONMENTAL EVOLUTION SERVICES LLC P O BOX 1226 ROBSTOWN TX 76380
R45332
WESTERN PETROLEUM INC P.O.BOX 14446 LEXINGTON, KY 40512
R45330
R45357 BETTIS BOYLE AND STOVALL P O BOX 240 GRAHAM, TX 76450-1240
R111430 T AND T TESTERS INC P O BOX 2354 MIDLAND TX 79702
R45359
R45361
R45362
R45330
ELLIS EDWIN L P O BOX 2622 MIDLAND TX 79702-2622
R45317
KATHRYN SELLERS P O BOX 8626 MIDLAND TX 79708-0626 R45315
WATTS TOMMY P O BOX 2364 MIDLAND TX 79702-2364 R45313
R45320 WALDEN RICHARD C 3305 WINDSOR DR MIDLAND TX 79707-4805
R45322 HEARTLAND EQUIPMENT CO P O BOX 2576 MIDLAND TX 79702
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R45318 GILLILAND WILLIAM
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R45371
R45372

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. / Rep. Fax |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | Rep. Tele. 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

**Option B:**

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):* See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]). See Exhibit "B"

## II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

*ATTACHED AS EXHIBIT C* is List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

*ATTACHED AS EXHIBIT D* is ,
*Current Tax Roll from Midland Central Appraisal District)*, which lists
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Mustang #H155WA- Original approved city permit (Mustang A H150LS) will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 270' FNL & 892' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

*ATTACHED AS EXHIBIT Q* **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

*ATTACHED AS EXHIBIT R* **is the required Insurance Certificate. [See § J(19) and § K(3)].**

*ATTACHED AS EXHIBIT S (if applicable)* **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

*ATTACHED AS EXHIBIT T* **is Applicant's Emergency Action Response Plan. [See § J(22)].**

*ATTACHED AS EXHIBIT U* **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

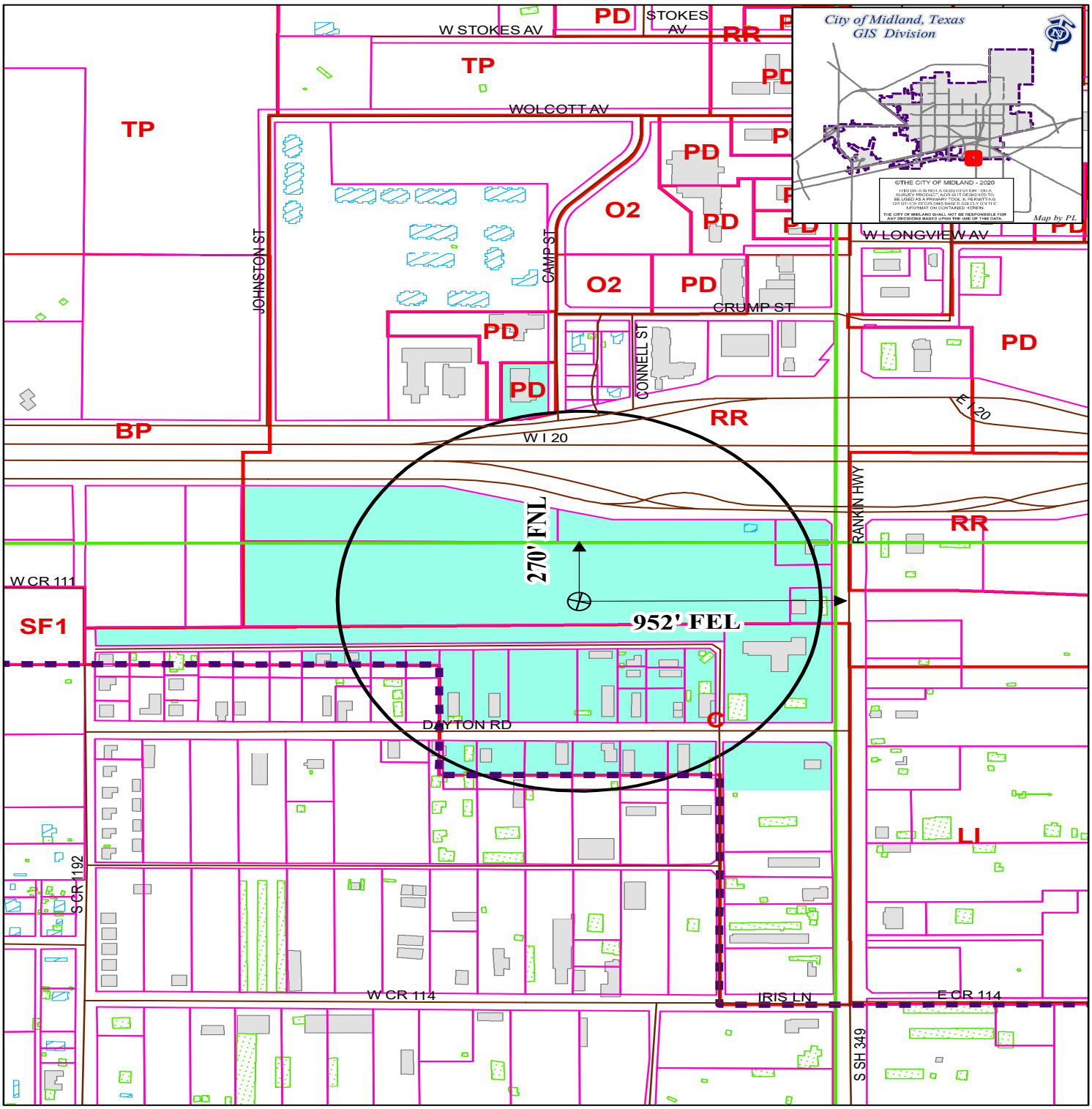
County of Midland )

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]




# LOCATION AND ZONING MAP

**Oil - 022663 - 2020** **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 952' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 952 feet west of Rankin Highway and 590 feet north of Dayton Road.

**Mustang #H160WB**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
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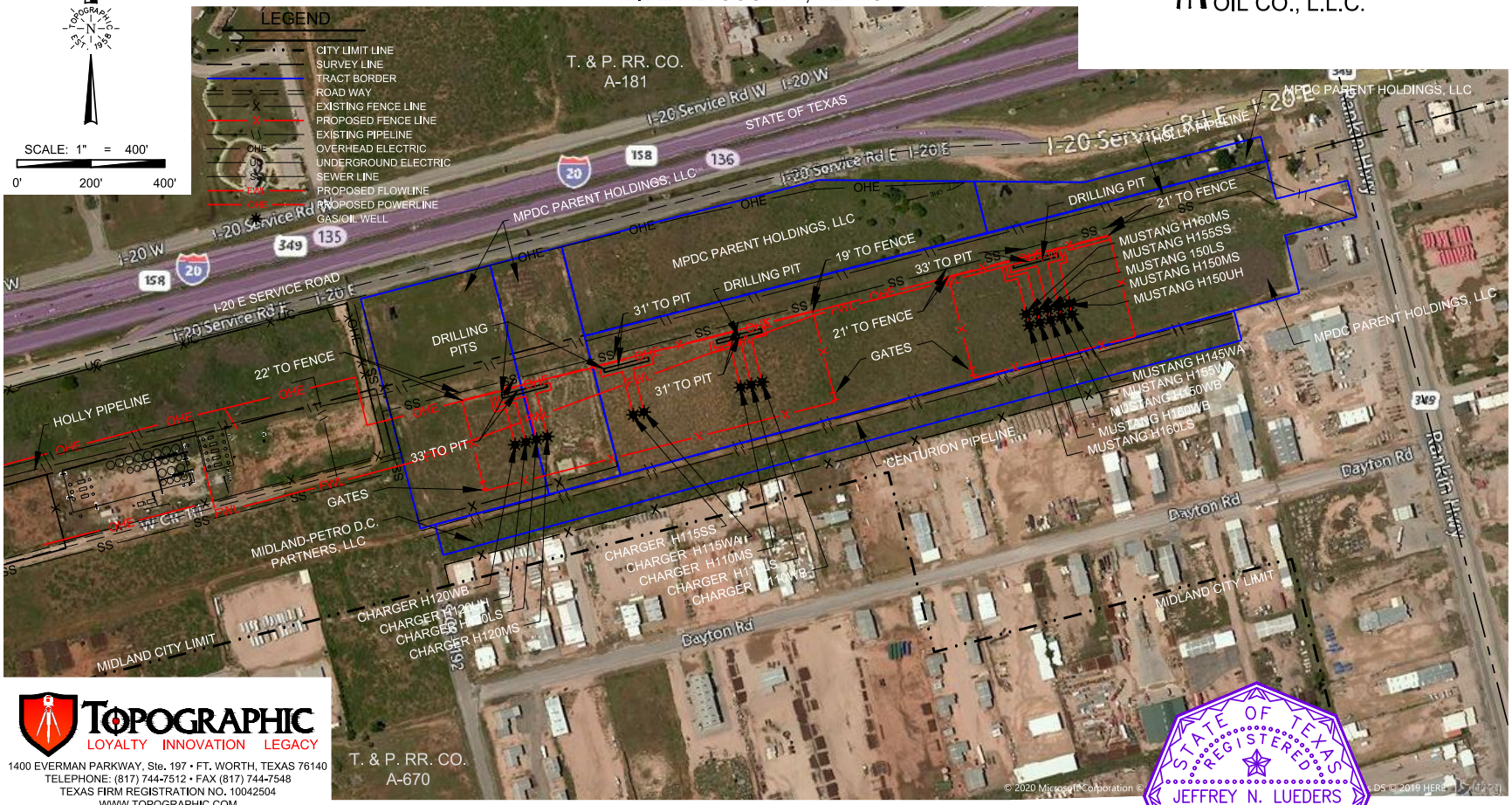



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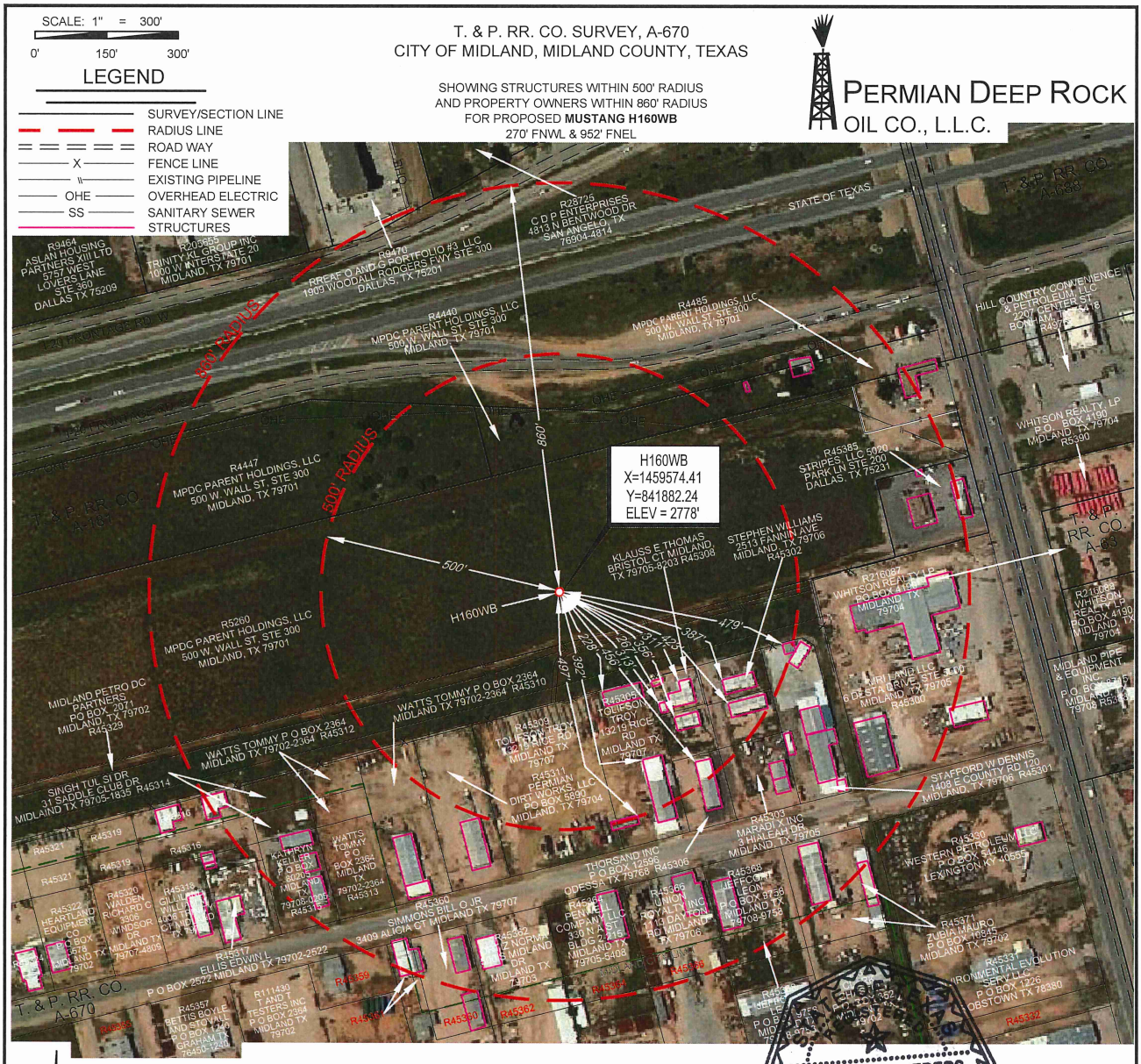
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MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1):**

**Option A:**

**24/7 Answering Services - No. 1 (Tele.):** **No. 2 (Tele.):**

**Option B:**

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

## II. Mineral Ownership

**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):**

1.

2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):**
**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is**

***Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name:** Mustang #H160WB- Original approved city permit (Mustang A H160WB will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

**Legal Description of Proposed Well Site:** SHL: 270' FNL & 952' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

*ATTACHED AS EXHIBIT Q* **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

*ATTACHED AS EXHIBIT R* **is the required Insurance Certificate. [See § J(19) and § K(3)].**

*ATTACHED AS EXHIBIT S (if applicable)* **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

*ATTACHED AS EXHIBIT T* **is Applicant's Emergency Action Response Plan. [See § J(22)].**

*ATTACHED AS EXHIBIT U* **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

County of Midland )

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]

**City Council Meeting**

**Item Number 12**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Ron Jenkins, Oil and Gas Coordinator
**Subject:** RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,433 FEET WEST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 491 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

MIDLAND
Feel the Energy!

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Consider a resolution approving the issuance of permit to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas well: Charger #H125WA; said well being generally located 2,433 feet west of South Garfield Street and 320 feet north of West County Road 111. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

There is no cost to the City to process this application.

**Discussion:**

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. This application is for a previously approved permit that has expired. A sound wall will be used during drilling and fracing operations being located on the north side of location being 800 feet long and 16 feet high. The operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances: (1) Permian Deep Rock Oil Company requests variance to residence or commercial structure within 491 feet. (2) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation since city water is not available. (3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well. (4) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used. (5) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations. Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.

**RESOLUTION NO. _____**

**RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,433 FEET WEST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 491 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT**

**WHEREAS,** on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

**WHEREAS**, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

**WHEREAS**, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

**WHEREAS**, Operator has submitted an application to the City of Midland to drill an

oil and gas well on the property described in Section Two hereof; and

**WHEREAS**, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested a variance in order to allow said oil and gas well to be no closer than 491 feet of an occupied residence or commercial structure; and

**WHEREAS**, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on April 14, 2020; and

**WHEREAS**, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's application to drill an oil and gas well on the property described in Section Two hereof; and

**WHEREAS**, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

**WHEREAS**, the City Council finds and determines that granting a permit to Operator to drill an oil and gas well on the property described in Section Two hereof will not present a health or safety risk; and

**WHEREAS**, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well on the property described in Section Two hereof;

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

**SECTION ONE.** That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and a variance is hereby granted for an oil and gas well to be located on the property described in Section Two hereof by allowing said oil and gas well to be no closer than 491 feet of an occupied commercial structure.

**SECTION TWO.** That the Mayor is hereby authorized and directed to execute a

permit, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas well:

Charger #H125WA

located in Section 3, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

**SECTION THREE.** That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permit.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 3, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger #H125WA oil and gas well shall be 108 feet from the south line and 2,370 feet from the west line, Section 3, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Well shall be no closer than 491 feet of an occupied residential and commercial structure.
2. No landscaping and irrigation required because city water is not available.
3. A perimeter fence around the entire well site instead of a fence around each individual well.
4. No road repair agreement required because no City streets will be used to access the well site.
5. Twenty-four-hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

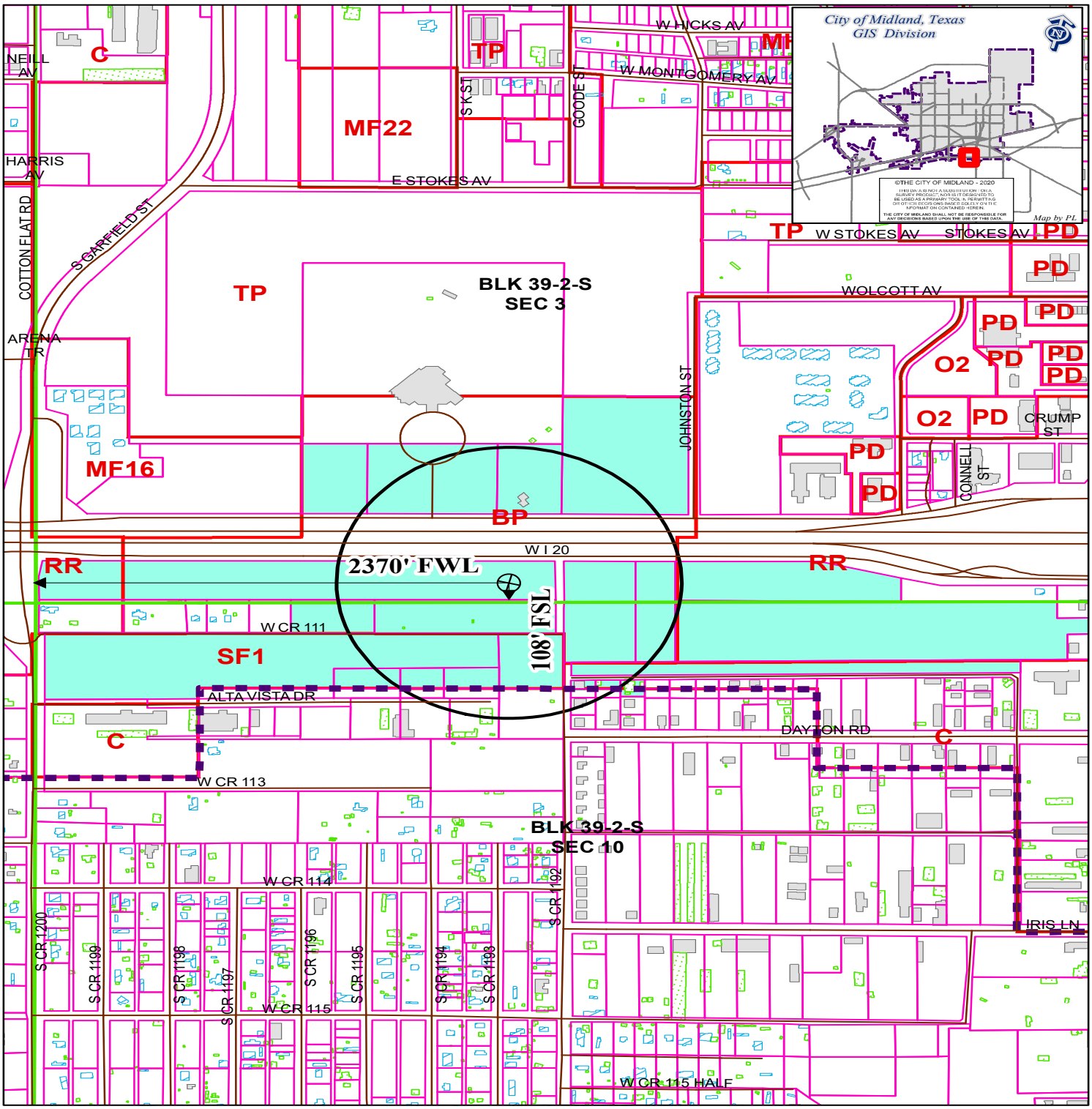
UNDERSTOOD AND AGREE THIS _____day of May 2020.

Permian Deep Rock Oil Co., LLC

BY: _____

Keith E. Bucy

General Manager




# LOCATION AND ZONING MAP

**Oil - 022667 - 2020** **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 108' FSL and 2,370' FWL, Section 3, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,433 feet west of South Garfield Street and 320 feet north of West County Road 111.

**Charger #H125WA**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF1, MF2 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

SCALE: 1" = 300'

0' 150' 300'

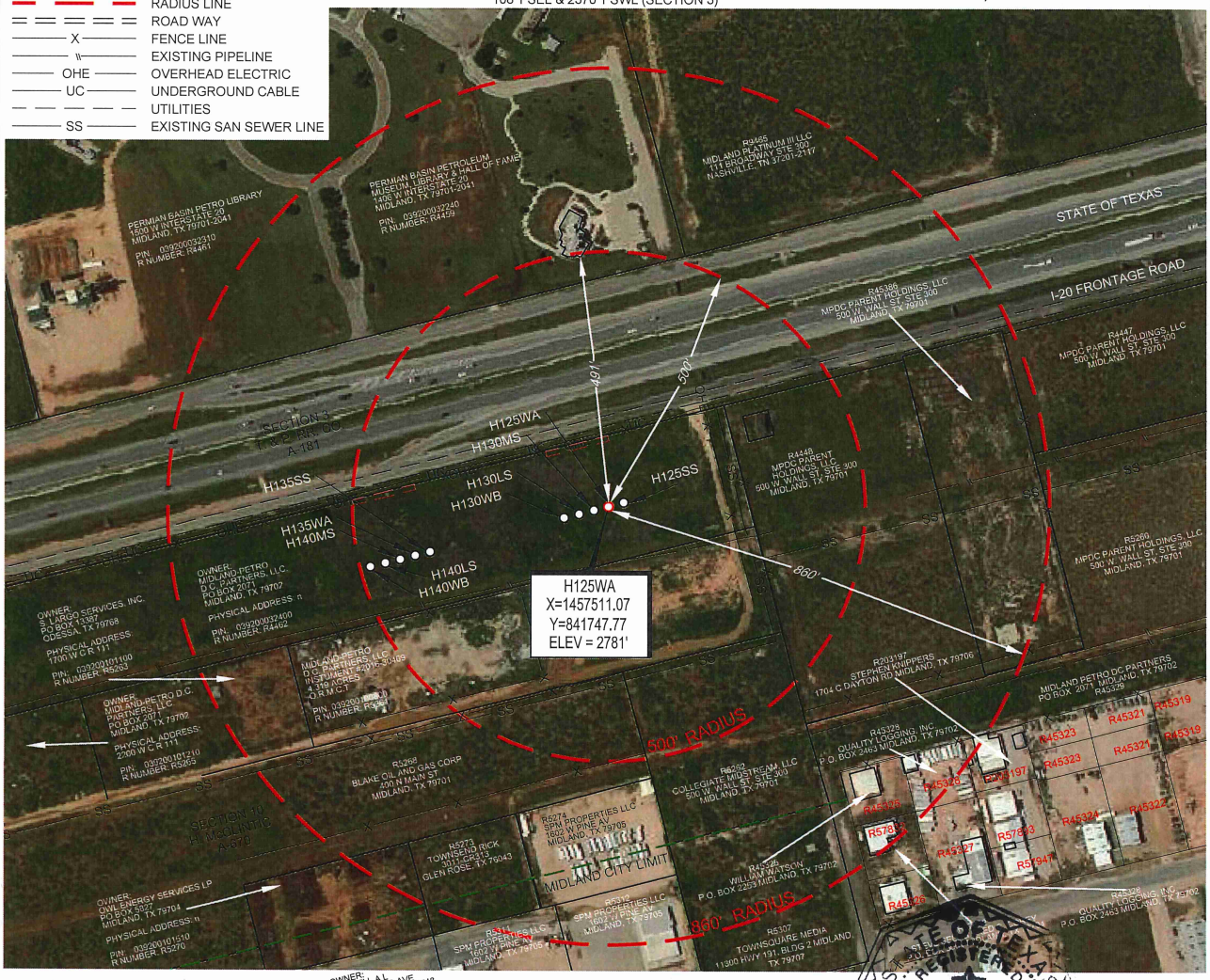
LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE

SECTION 3, T. & P. RR. CO. SURVEY, A-181
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **CHARGER H125WA**
108' FSEL & 2370' FSWL (SECTION 3)

PERMIAN DEEP ROCK OIL CO., L.L.C.




N

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WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: MAY 24, 2018

| CHARGER H125WA | REVISION: | |
|---|---|---|
| | INT | DATE |
| | DRH | 11/11/2019 |
| DATE: 07/03/2018 | DRH | 12/10/2019 |
| FILE: CD_CHARGER_H125WA_REV2 | | |
| DRAWN BY: J.R.H. | | |
| SHEET : 1 OF 2 | | |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

S:\SURVEY\ARRINGTON\CHARGER_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD_27\CD_CHARGER_H125WA_REV2.DWG 12/12/2019 1:01:49 PM dharris

 
PACKET
12.888
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| 02/03/2020 | Permian Deep Rock Oil Co., LLC | P.O. Box 11405<br>Midland, TX 79702 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. |
|---|---|---|
| Keith E. Bucy | 500 W. Wall St. Ste 300<br>Midland, TX 79701 | 432-682-6685<br>Rep. Fax 432-684-4519 |
| Fee: $4,000.00 Rec'd Yes ✓ No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

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**Option A:**

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**Option B:**

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**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**

See Exhibit "A"

**Other Permitted Wells in City** ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

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2.

3.

***ATTACHED AS EXHIBIT C*** **is** List of subdivisions

See Exhibit "C"

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**Surface use: Undeveloped Rangeland, service company yards and apartment complex**
**Surface ownership: Two residences, apartment complex and service company yards:**

**See Exhibit "D"**

***ATTACHED AS EXHIBIT D*** **is**
***Current Tax Roll from Midland Central Appraisal District),*** **which lists**
**the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

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**Proposed Well Name:** Charger #H125WA- Original approved city permit (Charger A H125WA) will be expiring

**Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:**

See Exhibit "G"

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Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

*ATTACHED AS EXHIBIT G* **is the Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K (if applicable)* **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M*: **No city roads will be used**

*ATTACHED AS EXHIBIT N* **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling: None**

**(2) Operations: Oncor**

**Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.**

**Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:**

See Exhibit "N"

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)**

**See Exhibit "O"**

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

*ATTACHED AS EXHIBIT Q* **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

*ATTACHED AS EXHIBIT R* **is the required Insurance Certificate. [See § J(19) and § K(3)].**

*ATTACHED AS EXHIBIT S (if applicable)* **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

*ATTACHED AS EXHIBIT T* **is Applicant's Emergency Action Response Plan. [See § J(22)].**

*ATTACHED AS EXHIBIT U* **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

**Attached as Exhibit V: Applicants variances**

Permian Deep Rock Oil Company LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas )

County of Midland )

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

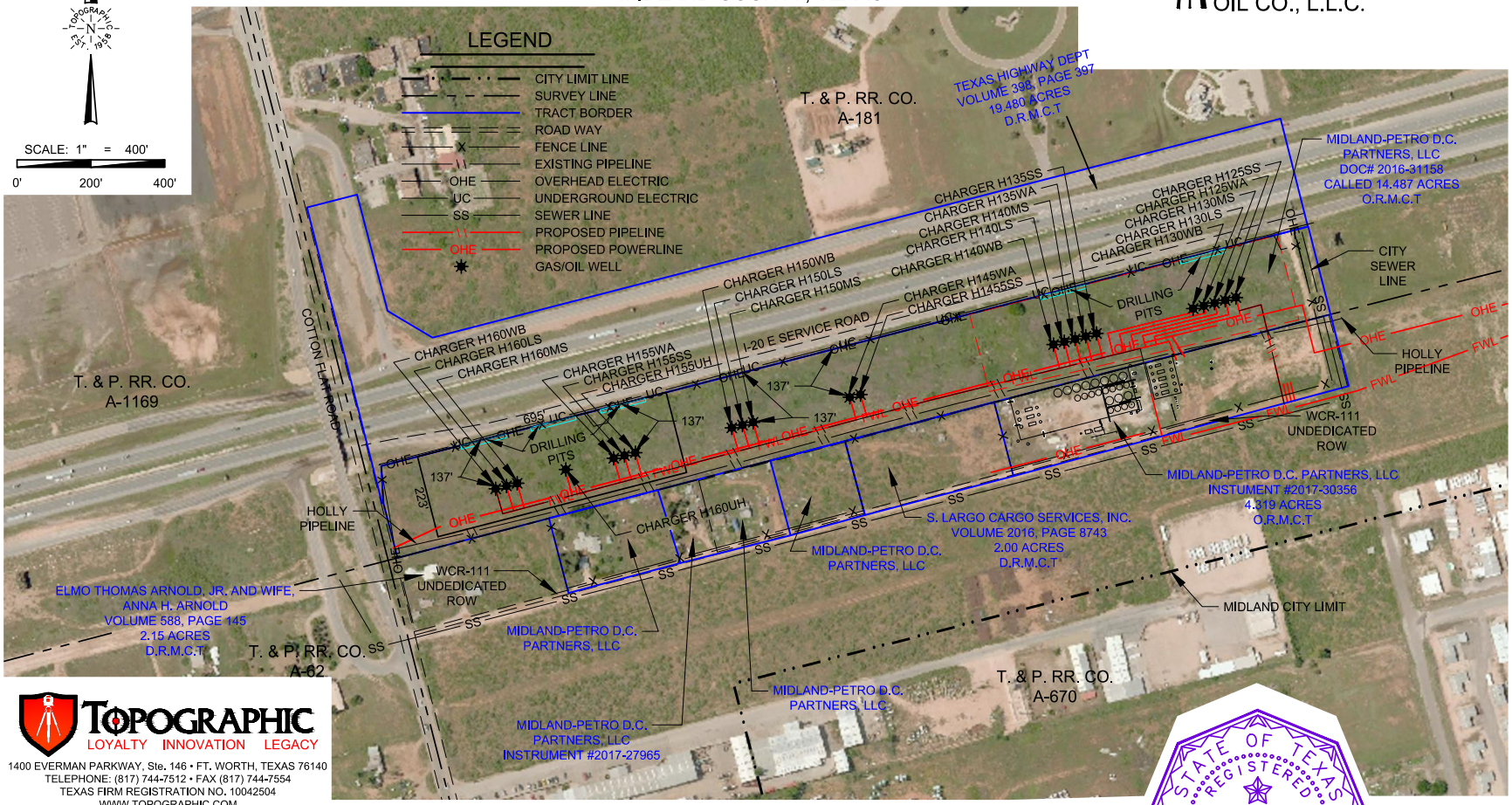
CHRISTOPHER HALL
Notary Public, State of Texas
Comm. Expires 08-11-2023
Notary ID 128701314

[S E A L]

# EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.





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WWW.TOPOGRAPHIC.COM


| CHARGER UNIT CITY PERMIT | REVISION: | |
|---|---|---|
| | JNL | 07/27/17 |
| | JNL | 08/18/17 |
| | MBB | 09/19/17 |
| DATE: 07/05/2017 | AMD | 06/22/18 |
| FILE: SK_CHARGER_UNIT_CL_PERMIT_REV20 | JRH | 07/18/18 |
| DRAWN BY: CAR | JRH | 05/24/19 |
| SHEET : 2 OF 11 | JRH | 11/07/19 |

NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS REGISTERED JEFFREY N. LUEDERS 6512 PROFESSIONAL LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: OCTOBER 7, 2016

S:\SURVEY\ARRINGTON\CHARGER_UNIT\FINAL_PRODUCTS\SKETCH\SK_CHARGER_UNIT_CL_PERMIT_REV20.DWG 1/16/2020 7:41:01 AM jlueders

PACKET
12.893
May 26, 2020

**City Council Meeting**

**Item Number 13**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Ron Jenkins, Oil and Gas Coordinator
**Subject:** RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 590 FEET AND 591 FEET NORTH OF WEST INTERSTATE 20, AND BETWEEN 1,179 FEET AND 1,279 FEET EAST OF SOUTH MIDKIFF ROAD)

MIDLAND
Feel the Energy!

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Consider a resolution approving the issuance of permits to Endeavor Energy Resources, L.P. for the drilling of the following oil and gas wells: Bankhead 4-33 Unit 2A #253; Bankhead 4-33 Unit 2A #261; Bankhead 4-33 Unit 2A #271; Bankhead 4-33 Unit 2A #272; and Bankhead 4-33 Unit 2A #281, Section 4, Block 39, T-2-S, T&P RR. CO. Survey, City and County of Midland, Texas. The required 30-day public comment has passed, and the Council may consider this request. Currently received one objection for all five well applications from a surface owner owning two properties.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

There is no cost to the City to process this application.

**Discussion:**

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval. A sound study has been completed and a 260' long and 24' high sound wall will be used during completions operation. Endeavor has a has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Endeavor Energy Resources is requesting the following variances: 1. Requesting a variance to have a perimeter fence around the well pad instead of individual wellheads. 2. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period. 3. Requesting a variance to a larger reserve pit being 307 ft. X 281 ft. for the drilling of five wells on the pad and have cuttings transported off site and processed in accordance with Railroad Commission regulations. 4. Requesting a variance to the landscaping would impede future commercial development for the surface owner. Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 590 FEET AND 591 FEET NORTH OF WEST INTERSTATE 20, AND BETWEEN 1,179 FEET AND 1,279 FEET EAST OF SOUTH MIDKIFF ROAD)**

**WHEREAS,** on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

**WHEREAS**, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

**WHEREAS**, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

**WHEREAS**, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

**WHEREAS**, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on April 14, 2020; and

**WHEREAS**, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

**WHEREAS**, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

**WHEREAS**, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

**SECTION ONE.** That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

**SECTION TWO.** That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Bankhead 4-33 Unit 2A #253; Bankhead 4-33 Unit 2A #261; Bankhead 4-33 Unit 2A #271; Bankhead 4-33 Unit 2A #272; and Bankhead 4-33 Unit 2A #281;

located in Section 4, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "E" and incorporated herein for all legal purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated December 19, 2019 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Bankhead 4-33 Unit 2A #253 located 1,128 feet from the south line and 1,279 feet from the west line, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No landscaping to prevent impeding future commercial development for the surface owner.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

4. Use of reserve pit that is 307 feet x 281 feet for the drilling operations.

Sound walls shall be used during completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May, 2020.

.

Endeavor Energy Resources, L.P.

BY: _____

Ryan Burrow

Production Foreman

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated December 19, 2019 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Bankhead 4-33 Unit 2A #261 located 1,128 feet from the south line and 1,254 feet from the west line, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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1. No landscaping to prevent impeding future commercial development for the surface owner.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

4. Use of reserve pit that is 307 feet x 281 feet for the drilling operations.

Sound walls shall be used during completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May, 2020.

.

Endeavor Energy Resources, L.P.

BY: _____

Ryan Burrow

Production Foreman

# OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Bankhead 4-33 Unit 2A #271 located 1,128 feet from the south line and 1,229 feet from the west line, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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

***OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.***

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

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The Midland City Council, in granting this permit, also grants the following variance(s):

1. No landscaping to prevent impeding future commercial development for the surface owner.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

4. Use of reserve pit that is 307 feet x 281 feet for the drilling operations.

Sound walls shall be used during completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May, 2020.

.

Endeavor Energy Resources, L.P.

BY: _____

Ryan Burrow

Production Foreman

# OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 26, 2020, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated December 19, 2019 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Bankhead 4-33 Unit 2A #272 located 1,127 feet from the south line and 1,204 feet from the west line, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 26, 2020 through May 26, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

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BY: _____

Ryan Burrow

Production Foreman

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The location of Operator's Bankhead 4-33 Unit 2A #281 located 1,127 feet from the south line and 1,179 feet from the west line, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May, 2020.

.

Endeavor Energy Resources, L.P.

BY: _____

Ryan Burrow

Production Foreman

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| December 19, 2019 | Endeavor Energy Resources, L.P. | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. (432)-556-0588 |
|---|---|---|
| Alex Bedford,<br>Reservoir Engineer | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 | Rep. Fax (432)-682-3088 |
| Fee: $4,000.00 Rec'd Yes X No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1): Option B**

**Option B:** Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):***

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

**Other Permitted Wells in City** ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

## II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

***ATTACHED AS EXHIBIT C*** –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):** Open Field, Commercial

***ATTACHED AS EXHIBIT D*** **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* is a *(map/plat/satellite/aerial photo)* depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

*ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

## IV. Well & Operations Information

**Proposed Well Name: Bankhead 4-33 Unit 2A #253**

*ATTACHED AS EXHIBIT G is* Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:
*ATTACHED AS EXHIBIT G is* 24 hour Fracing Operations Variance

**Legal Description of Proposed Well Site:**

**Surface Hole Location: 1128' FSL 1279' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas**

*ATTACHED AS EXHIBIT G* is the Plat and Location Site Plan [See § J(9)].

*ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

*ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].

*ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

*ATTACHED AS EXHIBIT K* is the location agreement letter with current Surface Owner. [See § J(27)].

*ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].

*ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $75,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

*ATTACHED AS EXHIBIT N* is the written Concept Plan and Site Plan. [See § J(32)].

**Description of Public Utilities required during (1) drilling and (2) operations:**

(1) **Drilling:** Electricity TXU: 1-800-233-2133

(2) **Operations:** Electricity TXU: 1-800-233-2133

**Description of water source to be used during Drilling:** Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

**Description of all electric lines to production facilities (reference exhibits as necessary)**
*ATTACHED AS EXHIBIT G.* [See § L(10)]

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)**
*ATTACHED AS EXHIBIT O.* [See § J(35)]

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* is the ***Blanket Bond and Rider*** in accordance with Subsection (K)(2). [See § J(18)].

*ATTACHED AS EXHIBIT Q* is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

*ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].

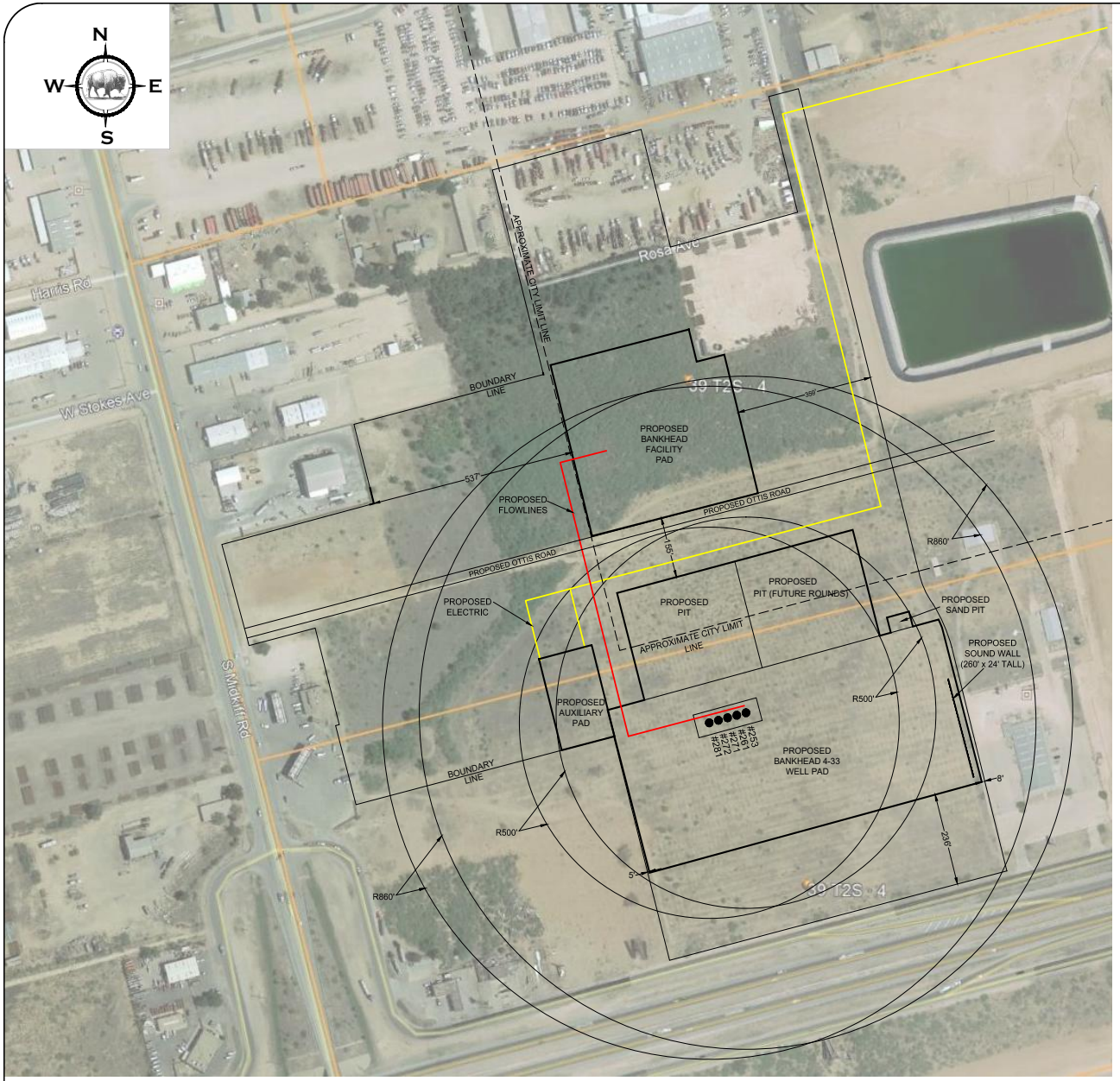
*ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

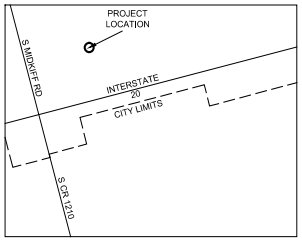
*ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].

*ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

*ATTACHED AS EXHIBIT V* is Applicant's Summary List of Variances

*ATTACHED AS EXHIBIT W* is Acoustic Impact Study and Noise Mitigation Plan




VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED FLOWLINE
- E PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- W PROPOSED FRESH WATER LINE

SCALE: = 1" = 200'

200 100 0 200 400

GRAPHIC SCALE

OVERALL SITE PLAN

SCALE: 1"=200'

| COORDINATES | | |
|---|---|---|
| BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 | COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 |
| BANKHEAD 4-33 #261 (SHL)<br>NORTHING: 10683691.1<br>EASTING: 1747506.0 | | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 |
| BANKHEAD 4-33 #271 (SHL)<br>NORTHING: 10683684.7<br>EASTING: 1747481.9 | | |
| BANKHEAD 4-33 #272 (SHL)<br>NORTHING: 10683678.2<br>EASTING: 1747457.7 | | CENTER OF BANKHEAD FACILITY PAD<br>NORTHING: 10684380.2<br>EASTING: 1747260.7 |

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
FIRM LICENSE NO. 10193880

COPYRIGHT 2019

OVERALL SITE PLAN

BANKHEAD
OVERALL SITE PLAN SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

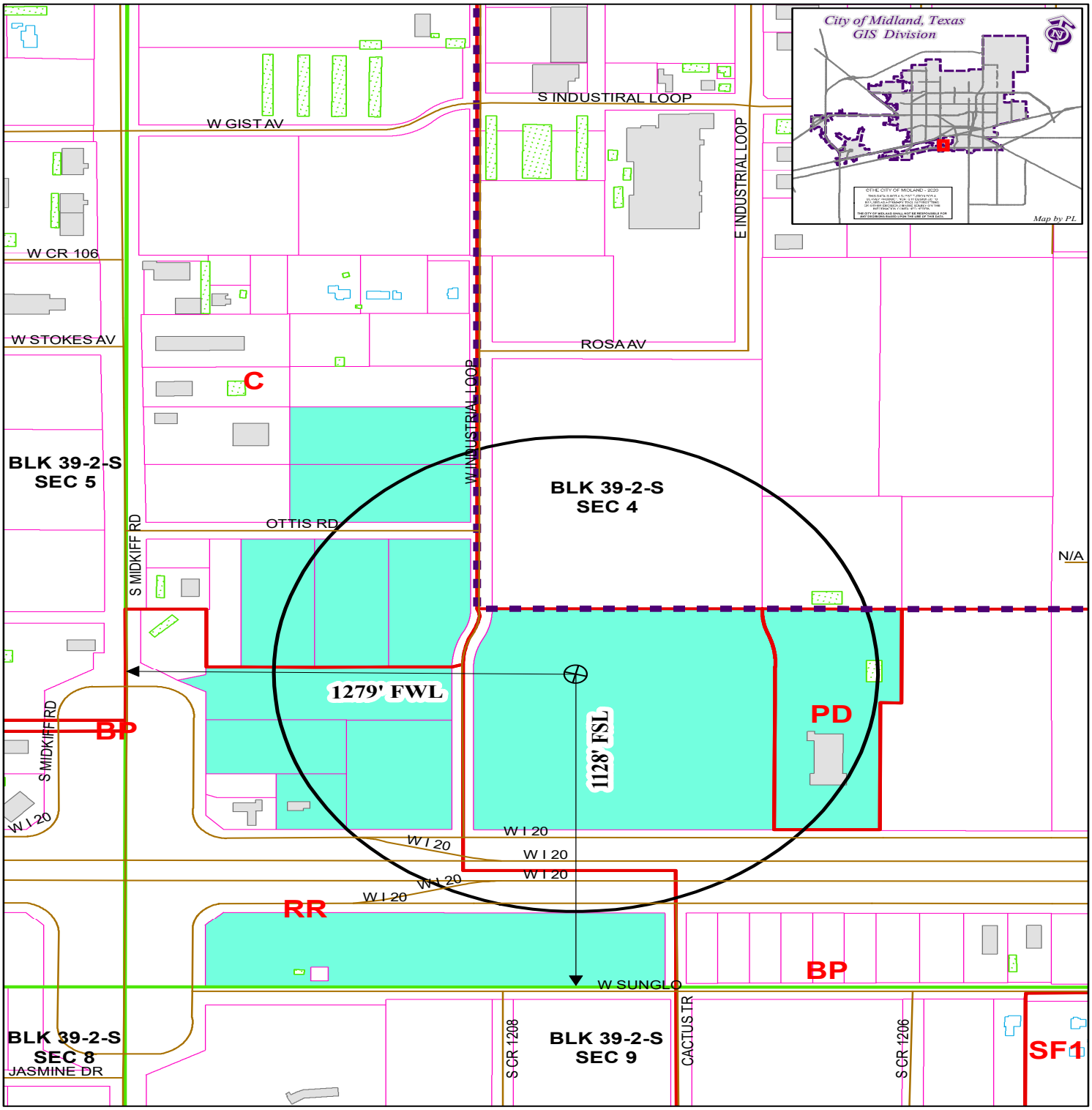
ENDEAVOR ENERGY RESOURCES, L.P.

SCALE: 1" = 200'
DATE: 05/05/19
APPROVED BY: JPK
DRAWN BY: DV
CREW: BAM
PROJECT NO: 16-02490 OVERALL SITE PLAN

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24445 INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T2S BANKHEAD\SECTION 4 BLOCK 39 T2S\SITE PLANS\16-02490-BANKHEAD OVERALL SITE PLAN.dwg, 1/7/2020 7:20:07 AM




# LOCATION AND ZONING MAP

**Oil - 022386 - 2020** **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,128' FSL and 1,279' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,128 feet north of West Sunglo Street and 1,279 feet east of South Midkiff Road.

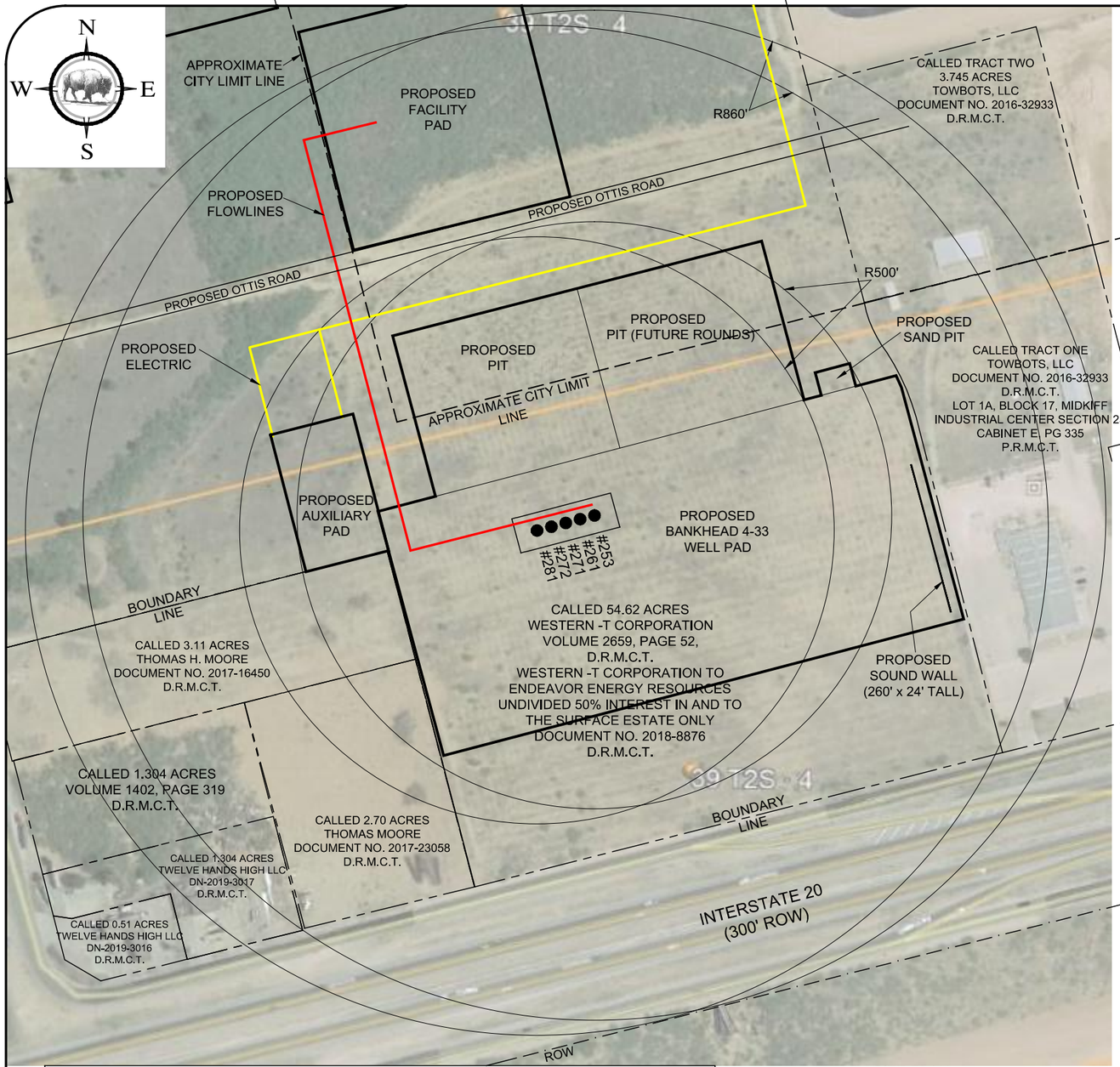
**Bankhead 4-33 Unit 2A #253**

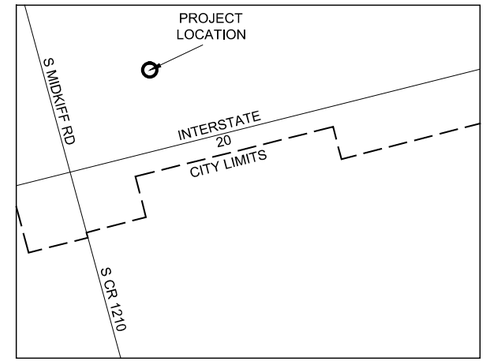
## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

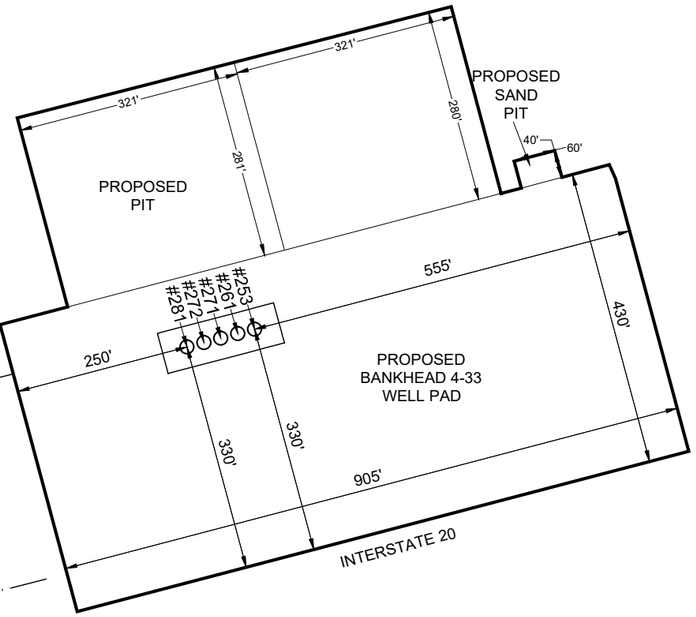
**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF2, MF3 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |




VICINITY MAP
NOT TO SCALE




LAYOUT PLAN
1" = 200'

| COORDINATES | | |
|---|---|---|
| COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | | |
| BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 | BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 |

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

LEGEND

- PROPOSED FLOWLINE
- E PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- W PROPOSED FRESH WATER LINE

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SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

SCALE: 1"= 200' | DATE: 09/04/19
DRAWN BY: DV
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-BANKHEAD WELL PAD

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

 
PACKET
13.923
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| December 19, 2019 | Endeavor Energy Resources, L.P. | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. (432)-556-0588 |
|---|---|---|
| Alex Bedford,<br>Reservoir Engineer | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 | Rep. Fax (432)-682-3088 |
| **Fee: $4,000.00 Rec'd Yes X No___** | **NOTE: All attachments need to bound and put in a binder before submitting.** | **Pages 1-4** |

**Permit Compliance Contact (Choose 1): Option B**

**Option B:** Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):***

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

**Other Permitted Wells in City** ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

## II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

***ATTACHED AS EXHIBIT C*** –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):** Open Field, Commercial

***ATTACHED AS EXHIBIT D*** **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name: Bankhead 4-33 Unit 2A #261**

*ATTACHED AS EXHIBIT G is* **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
*ATTACHED AS EXHIBIT G is* **24 hour Fracing Operations Variance**

**Legal Description of Proposed Well Site:**

**Surface Hole Location: 1128' FSL 1254' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas**

*ATTACHED AS EXHIBIT G* **is the Plat and Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K* **is the location agreement letter with current Surface Owner. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M* **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

*ATTACHED AS EXHIBIT N* **is the written Concept Plan and Site Plan. [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1)** **Drilling:** Electricity TXU: 1-800-233-2133

**(2)** **Operations:** Electricity TXU: 1-800-233-2133

**Description of water source to be used during Drilling:** Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

**Description of all electric lines to production facilities (reference exhibits as necessary)**
*ATTACHED AS EXHIBIT G.* **[See § L(10)]**

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)**
*ATTACHED AS EXHIBIT O.* **[See § J(35)]**

## V. Additional Required Exhibits

*ATTACHED AS EXHIBIT P* **is the** ***Blanket Bond and Rider*** **in accordance with Subsection (K)(2). [See § J(18)].**

*ATTACHED AS EXHIBIT Q* **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

*ATTACHED AS EXHIBIT R* **is the required Insurance Certificate. [See § J(19) and § K(3)].**

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*ATTACHED AS EXHIBIT T* **is Applicant's Emergency Action Response Plan. [See § J(22)].**

*ATTACHED AS EXHIBIT U* **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

*ATTACHED AS EXHIBIT V* **is Applicant's Summary List of Variances**

*ATTACHED AS EXHIBIT W* **is Acoustic Impact Study and Noise Mitigation Plan**

MIDLAND
Planning Division

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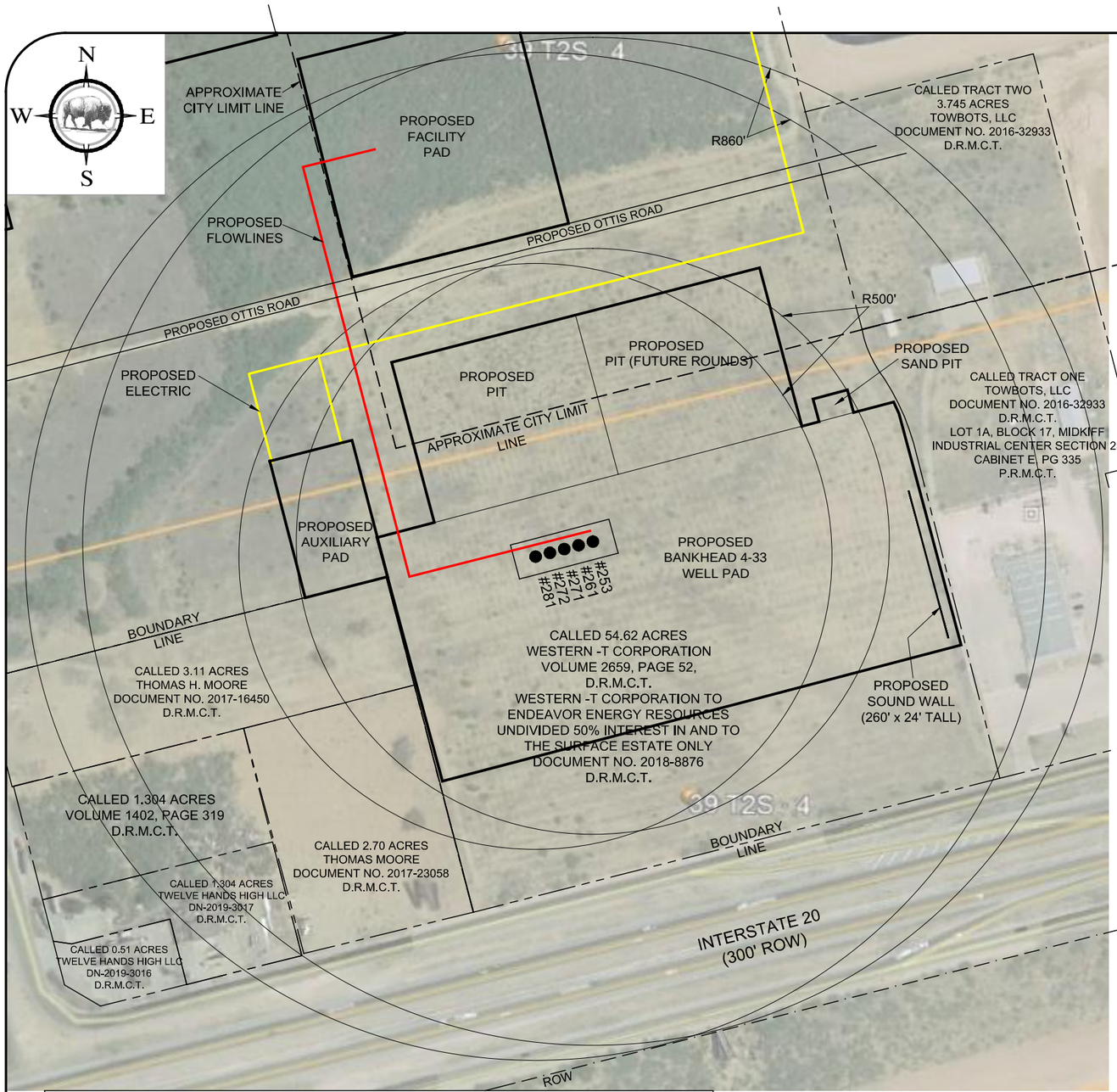
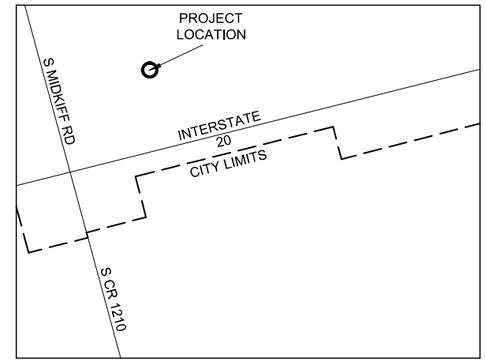
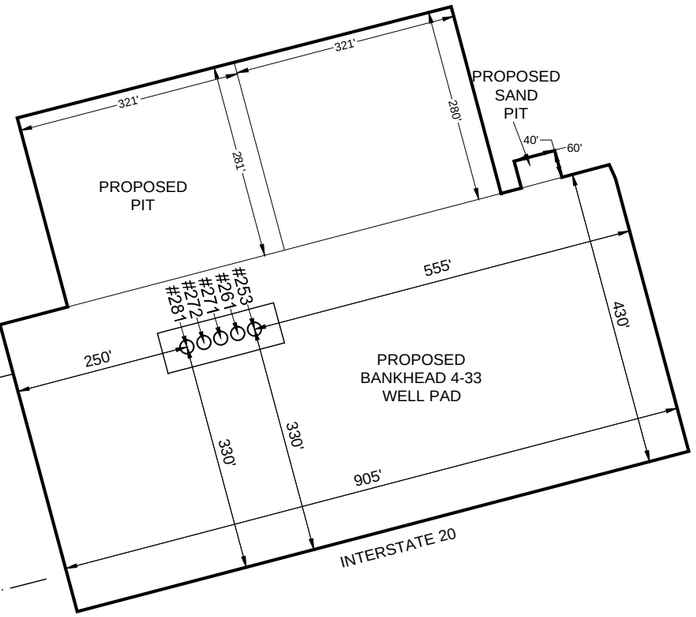



VICINITY MAP
NOT TO SCALE




| COORDINATES | | |
|---|---|---|
| COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | | |
| BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 | BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 |

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

LAYOUT PLAN
1" = 200'

LEGEND
- PROPOSED FLOWLINE
- E — PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- W — PROPOSED FRESH WATER LINE

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WWW.BISON-CREEK.COM
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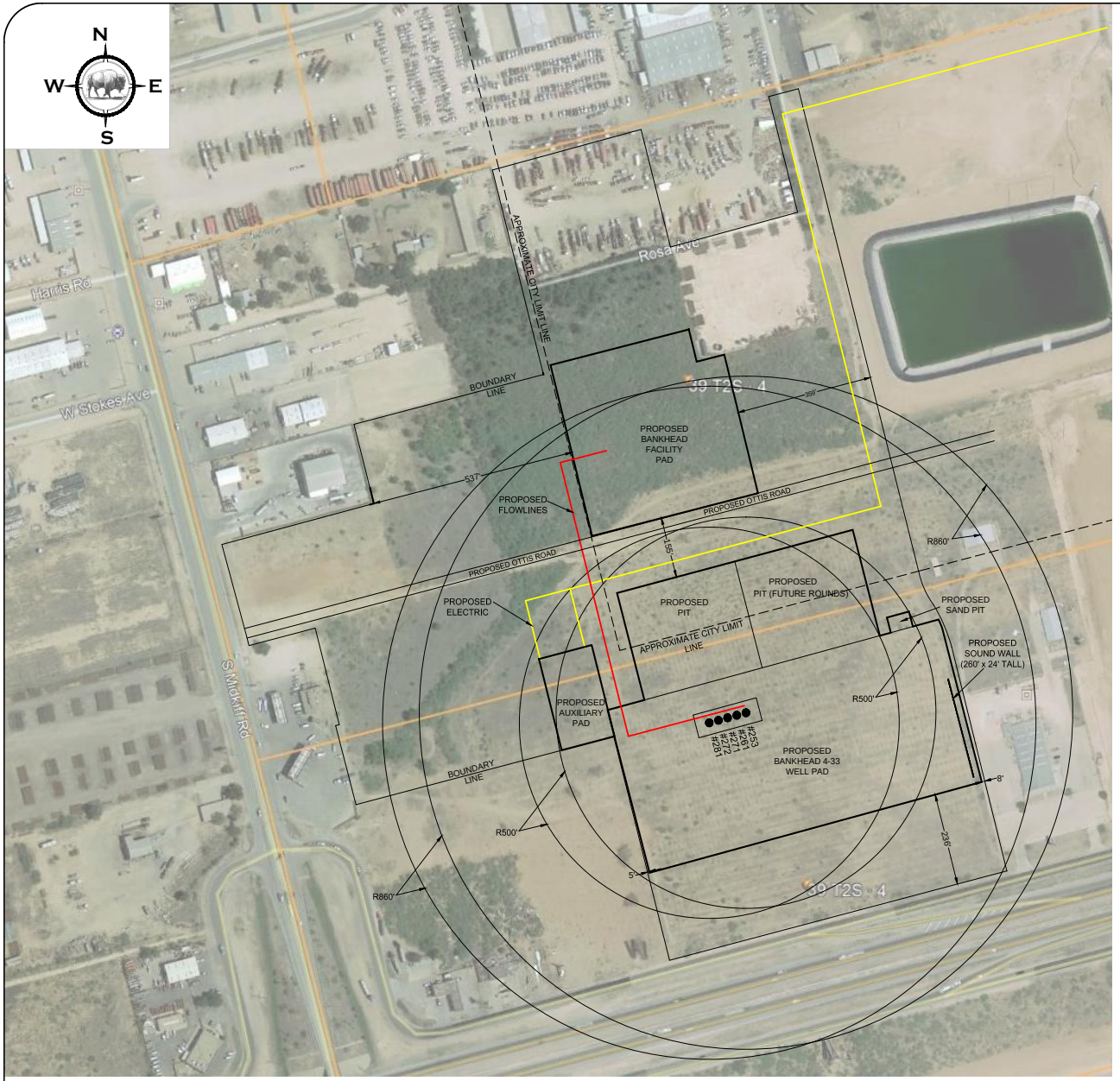
SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

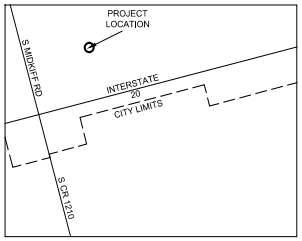
SCALE: 1" = 200' | DATE: 09/04/19
DRAWN BY: DV
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-BANKHEAD WELL PAD

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

 
PACKET
13.930
May 26, 2020




VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED FLOWLINE
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SCALE: = 1" = 200'

200 100 0 200 400

GRAPHIC SCALE

OVERALL SITE PLAN

SCALE: 1"=200'

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STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
FIRM LICENSE NO. 10193880

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OVERALL SITE PLAN

BANKHEAD
OVERALL SITE PLAN SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

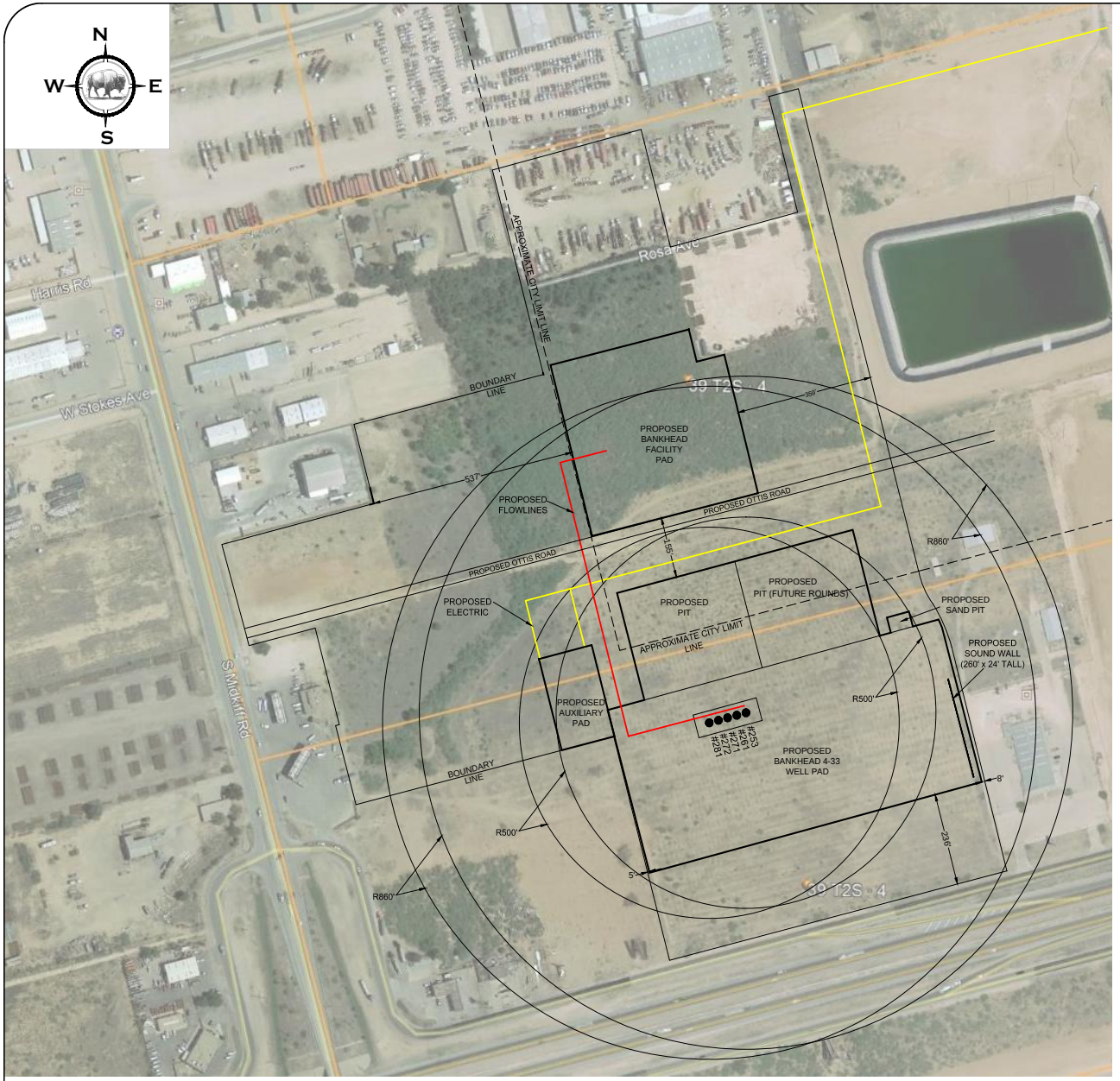
ENDEAVOR ENERGY RESOURCES, L.P.

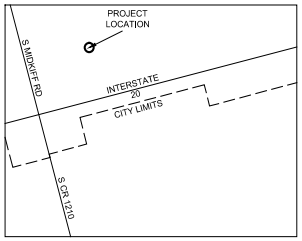
BISON CREEK LAND SERVICES, LLC 2444S INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

SCALE: 1" = 200'
DATE: 05/05/19
APPROVED BY: JPK
DRAWN BY: DV
CREW: BAM
PROJECT NO.18-02490 OVERALL SITE PLAN

SHEET 1 OF 1

Z:\BISON CREEK, LLC\2018\15-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T2S BANKHEAD\SECTION 4 BLOCK 39 T2S\SITE PLANS\15-02490-BANKHEAD OVERALL SITE PLAN.dwg, 1/7/2020 7:20:07 AM




VICINITY MAP
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OVERALL SITE PLAN

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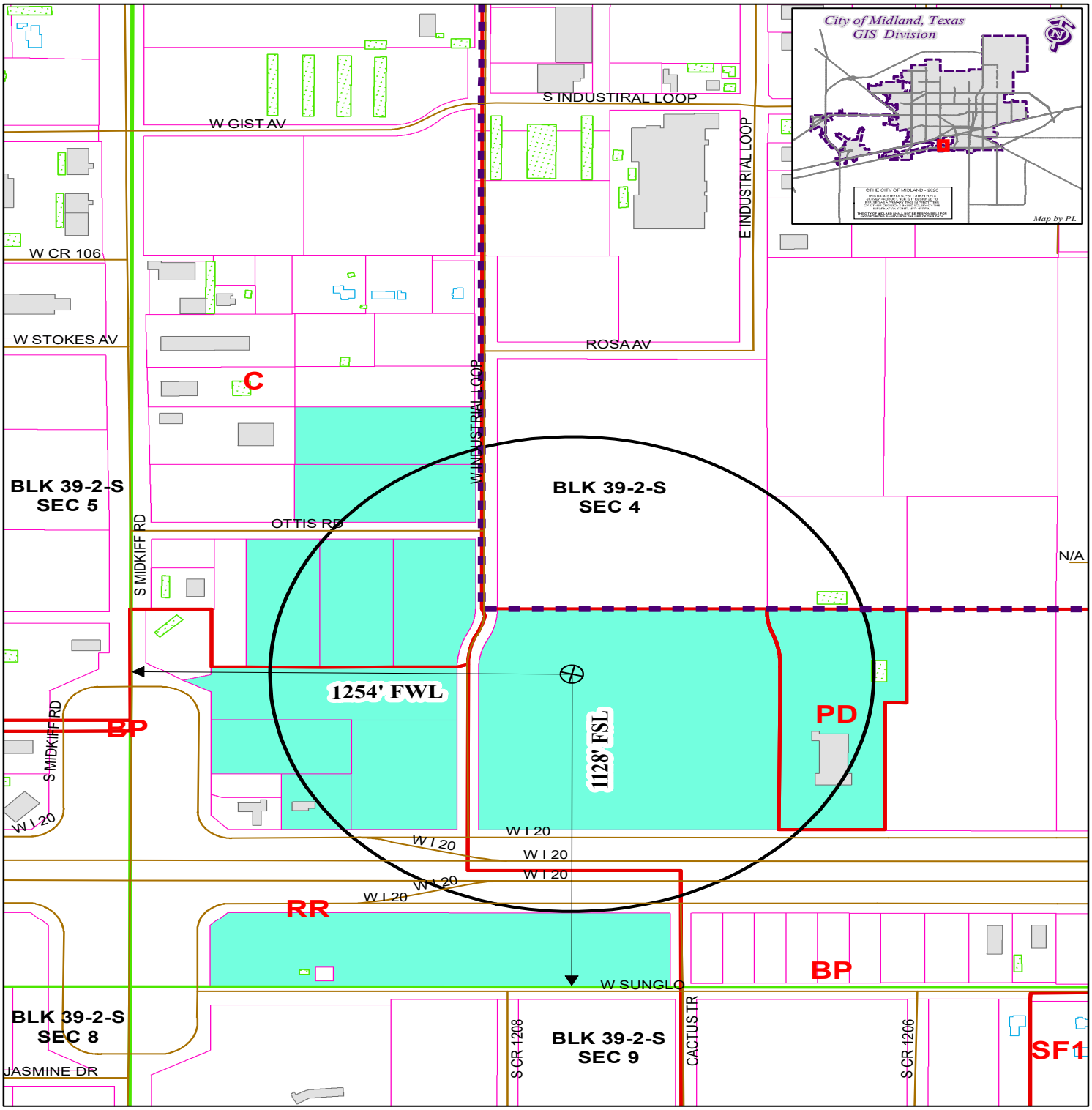
PROJECT NO.18-02490 OVERALL SITE PLAN

SHEET 1 OF 1

Z:\BISON CREEK, LLC\2018\18-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T2S BANKHEAD\SECTION 4 BLOCK 39 T2S\SITE PLANS\18-02490-BANKHEAD OVERALL SITE PLAN.dwg, 1/7/2020 7:20:07 AM




# LOCATION AND ZONING MAP

**Oil - 022385 - 2020** **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,128' FSL and 1,254' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,128 feet north of West Sunglo Street and 1,254 feet east of South Midkiff Road.

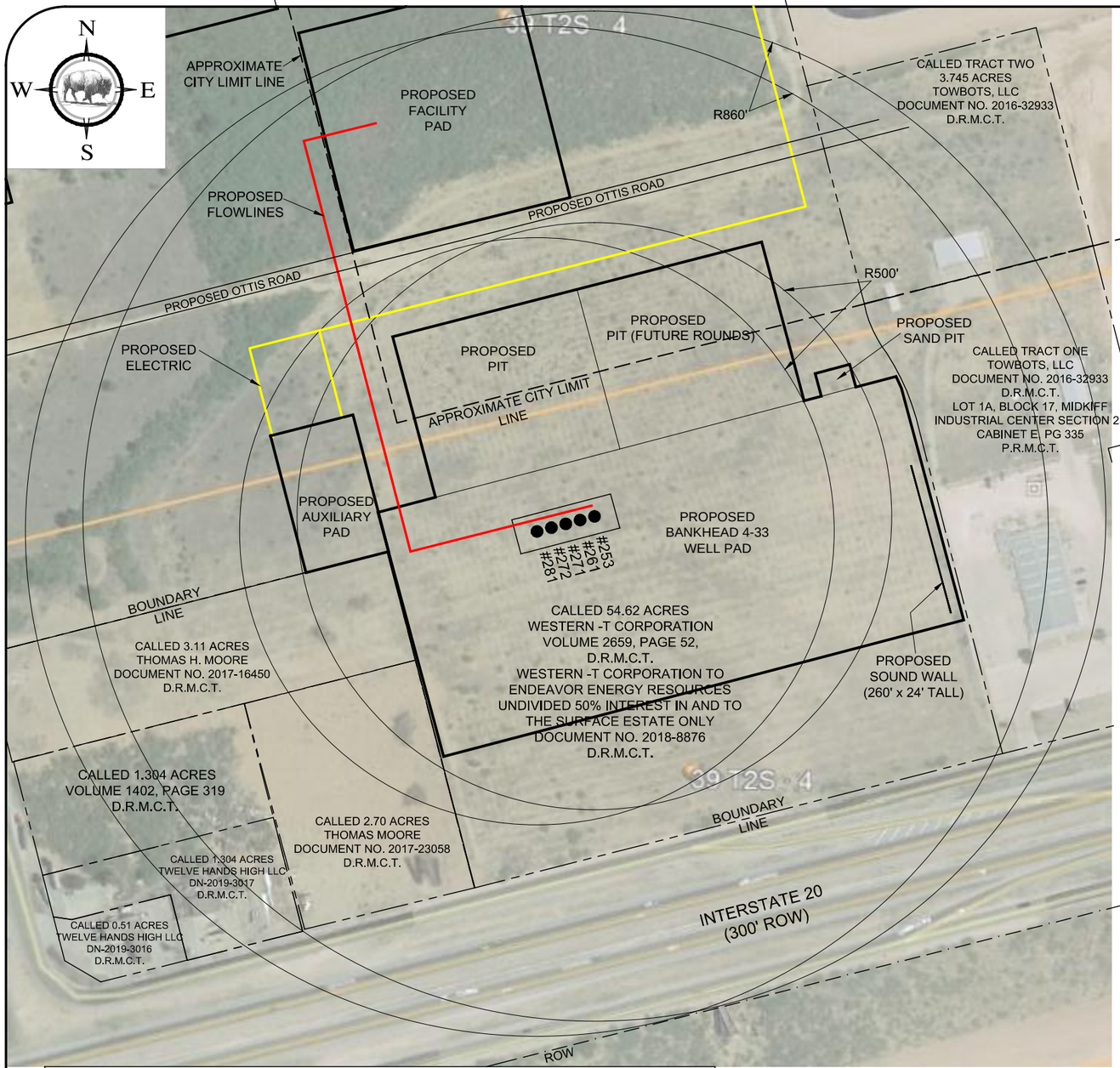
**Bankhead 4-33 Unit 2A #261**

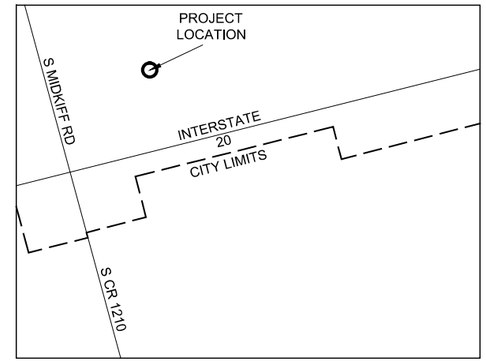
## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

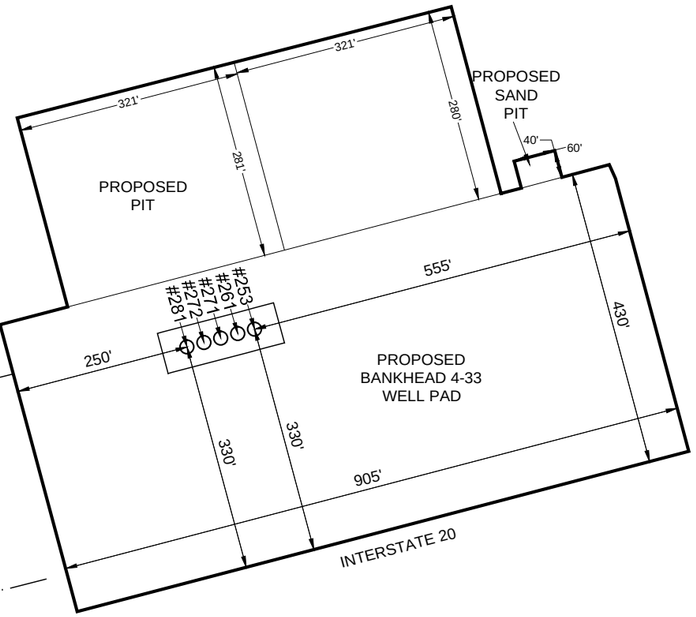
**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF2, MF3 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |




VICINITY MAP
NOT TO SCALE




| COORDINATES | | |
|---|---|---|
| COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | | |
| BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 | BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 |

SITE PLAN
1" = 200'
SCALE: 1" = 200'
200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

LAYOUT PLAN
1" = 200'

LEGEND
- PROPOSED FLOWLINE
- E — PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- W — PROPOSED FRESH WATER LINE

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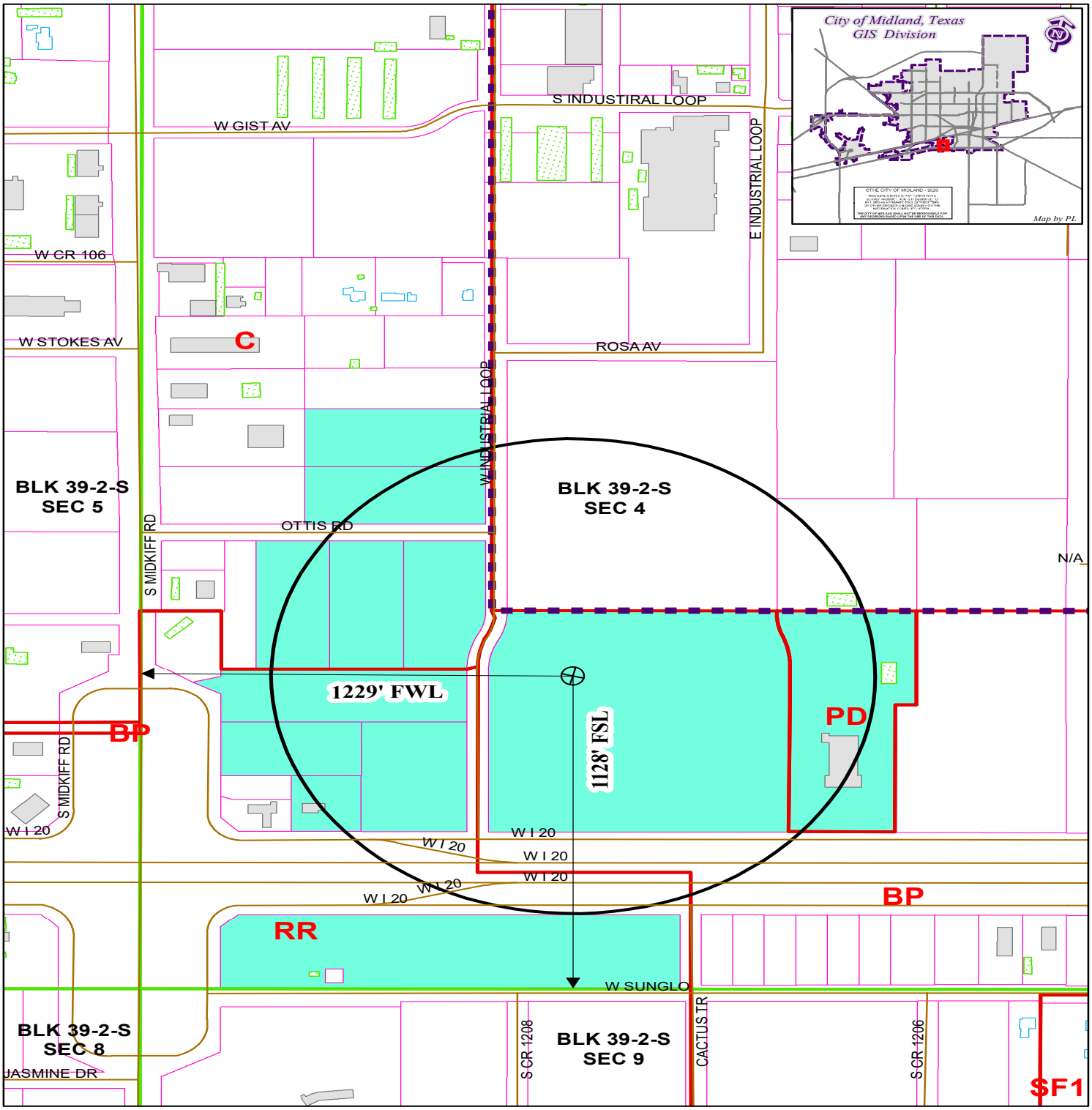
BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 200' | DATE: 09/04/19
DRAWN BY: DV
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-BANKHEAD WELL PAD

SHEET
1
OF 1

 
PACKET
13.934
May 26, 2020




# LOCATION AND ZONING MAP

**Oil - 022384 - 2020** **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,128' FSL and 1,229' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,128 feet north of West Sunglo Street and 1,229 feet east of South Midkiff Road.

**Bankhead 4-33 Unit 2A #271**

## LEGEND

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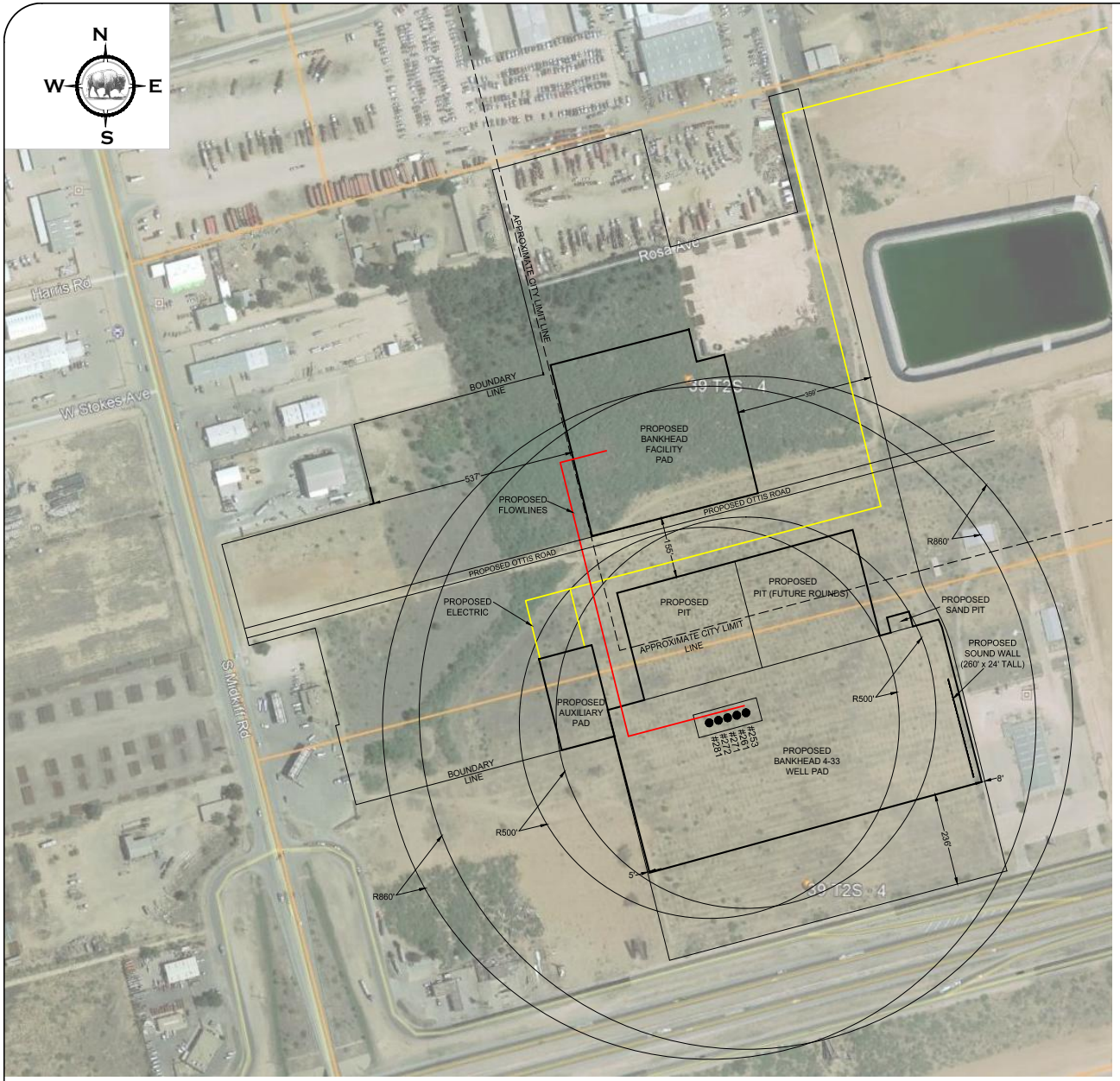


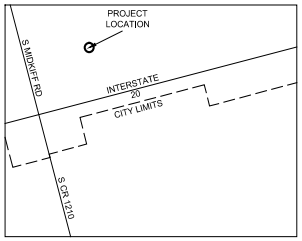


VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED FLOWLINE
- PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- PROPOSED FRESH WATER LINE

SCALE: = 1" = 200'

200 100 0 200 400

GRAPHIC SCALE

OVERALL SITE PLAN

SCALE: 1"=200'

| COORDINATES | | |
|---|---|---|
| BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 | COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 |
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STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

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OVERALL SITE PLAN

BANKHEAD
OVERALL SITE PLAN SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

ENDEAVOR ENERGY RESOURCES, L.P.

SCALE: 1" = 200'
DATE: 05/05/19
APPROVED BY: JPK
DRAWN BY: DV
CREW: BAM
PROJECT NO: 16-02490 OVERALL SITE PLAN

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24445 INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T2S BANKHEAD\SECTION 4 BLOCK 39 T2S\SITE PLANS\16-02490-BANKHEAD OVERALL SITE PLAN.dwg, 1/7/2020 7:20:07 AM

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| December 19, 2019 | Endeavor Energy Resources, L.P. | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. (432)-556-0588 |
|---|---|---|
| Alex Bedford,<br>Reservoir Engineer | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 | Rep. Fax (432)-682-3088 |
| Fee: $4,000.00 Rec'd Yes X No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1): Option B**

**Option B:** Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):***

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

**Other Permitted Wells in City** ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

## II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

***ATTACHED AS EXHIBIT C*** –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):** Open Field, Commercial

***ATTACHED AS EXHIBIT D*** **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

*ATTACHED AS EXHIBIT E* **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

*ATTACHED AS EXHIBIT F* **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

## IV. Well & Operations Information

**Proposed Well Name: Bankhead 4-33 Unit 2A #271**

*ATTACHED AS EXHIBIT G is* **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
*ATTACHED AS EXHIBIT G is* **24 hour Fracing Operations Variance**

**Legal Description of Proposed Well Site:**

**Surface Hole Location: 1128' FSL 1229' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas**

*ATTACHED AS EXHIBIT G* **is the Plat and Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

*ATTACHED AS EXHIBIT J* **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

*ATTACHED AS EXHIBIT K* **is the location agreement letter with current Surface Owner. [See § J(27)].**

*ATTACHED AS EXHIBIT L* **is the Fencing and Irrigation Plan. [See § J(30)].**

*ATTACHED AS EXHIBIT M* **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

*ATTACHED AS EXHIBIT N* **is the written Concept Plan and Site Plan. [See § J(32)].**

**Description of Public Utilities required during (1) drilling and (2) operations:**

**(1) Drilling:** Electricity TXU: 1-800-233-2133

**(2) Operations:** Electricity TXU: 1-800-233-2133

**Description of water source to be used during Drilling:** Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

**Description of all electric lines to production facilities (reference exhibits as necessary)**
*ATTACHED AS EXHIBIT G.* **[See § L(10)]**

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)**
*ATTACHED AS EXHIBIT O.* **[See § J(35)]**

## V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P*** **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q*** **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R*** **is the required Insurance Certificate. [See § J(19) and § K(3)].**

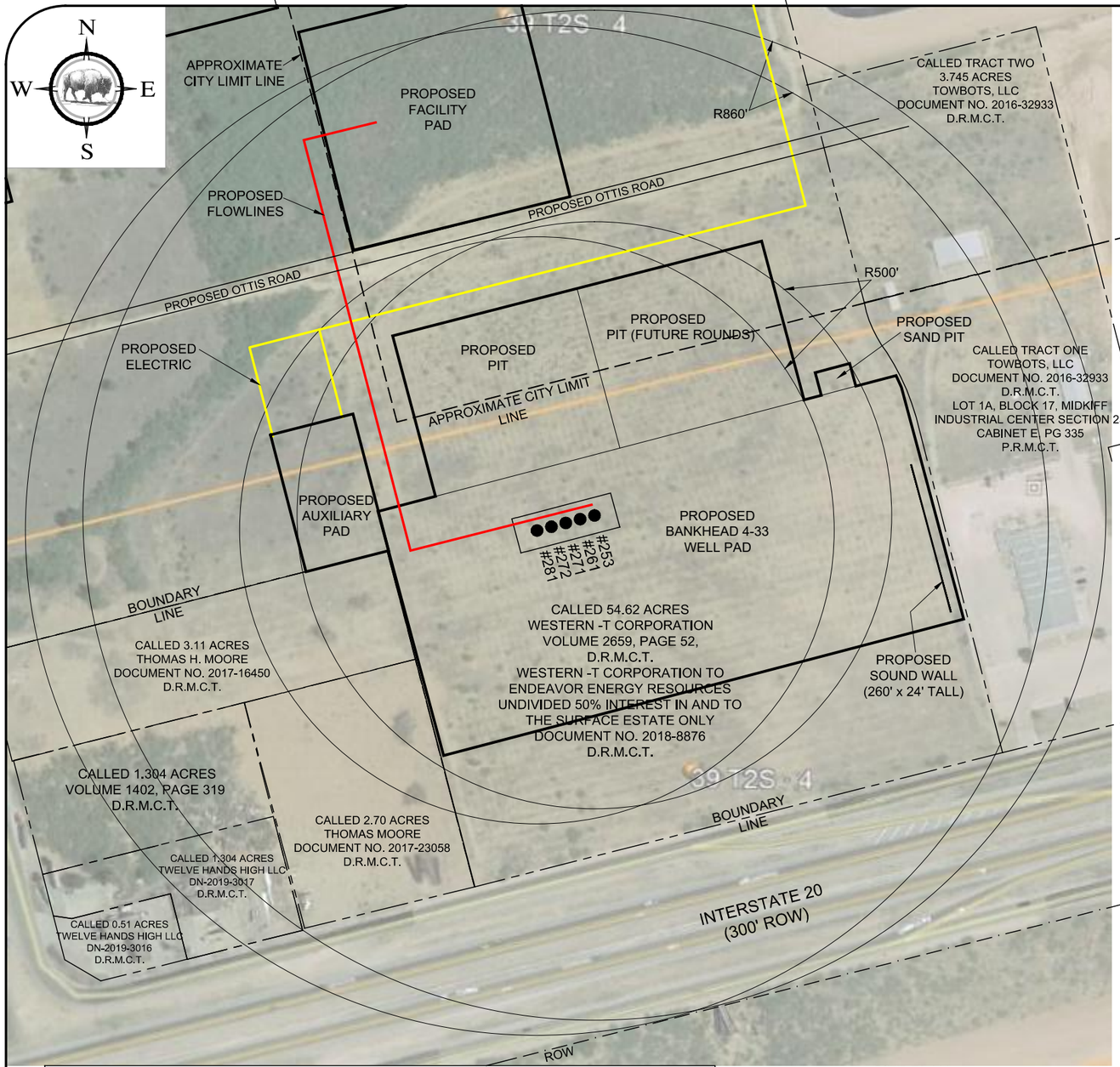
***ATTACHED AS EXHIBIT S (if applicable)*** **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

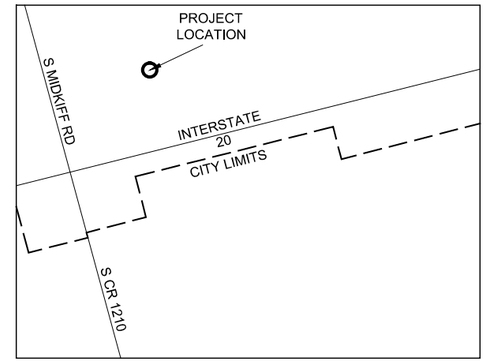
***ATTACHED AS EXHIBIT T*** **is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U*** **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

***ATTACHED AS EXHIBIT V*** **is Applicant's Summary List of Variances**

***ATTACHED AS EXHIBIT W*** **is Acoustic Impact Study and Noise Mitigation Plan**




VICINITY MAP
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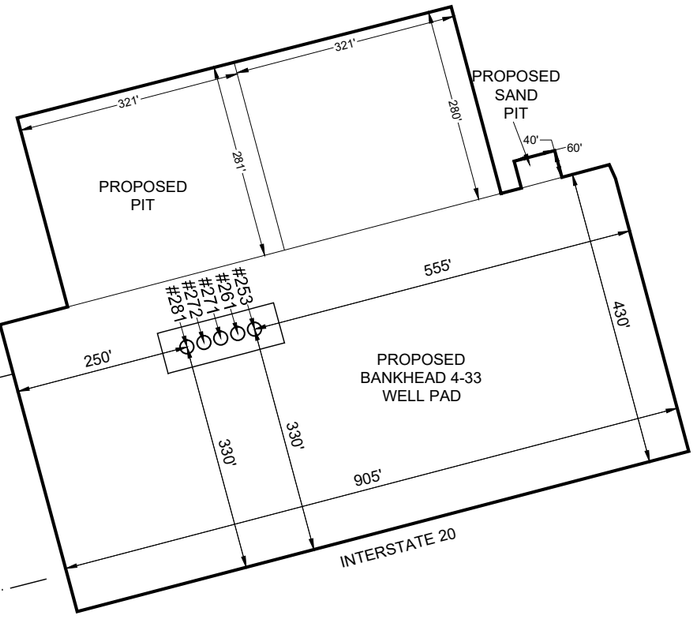


LAYOUT PLAN
1" = 200'

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LEGEND

- PROPOSED FLOWLINE
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SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
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SHEET
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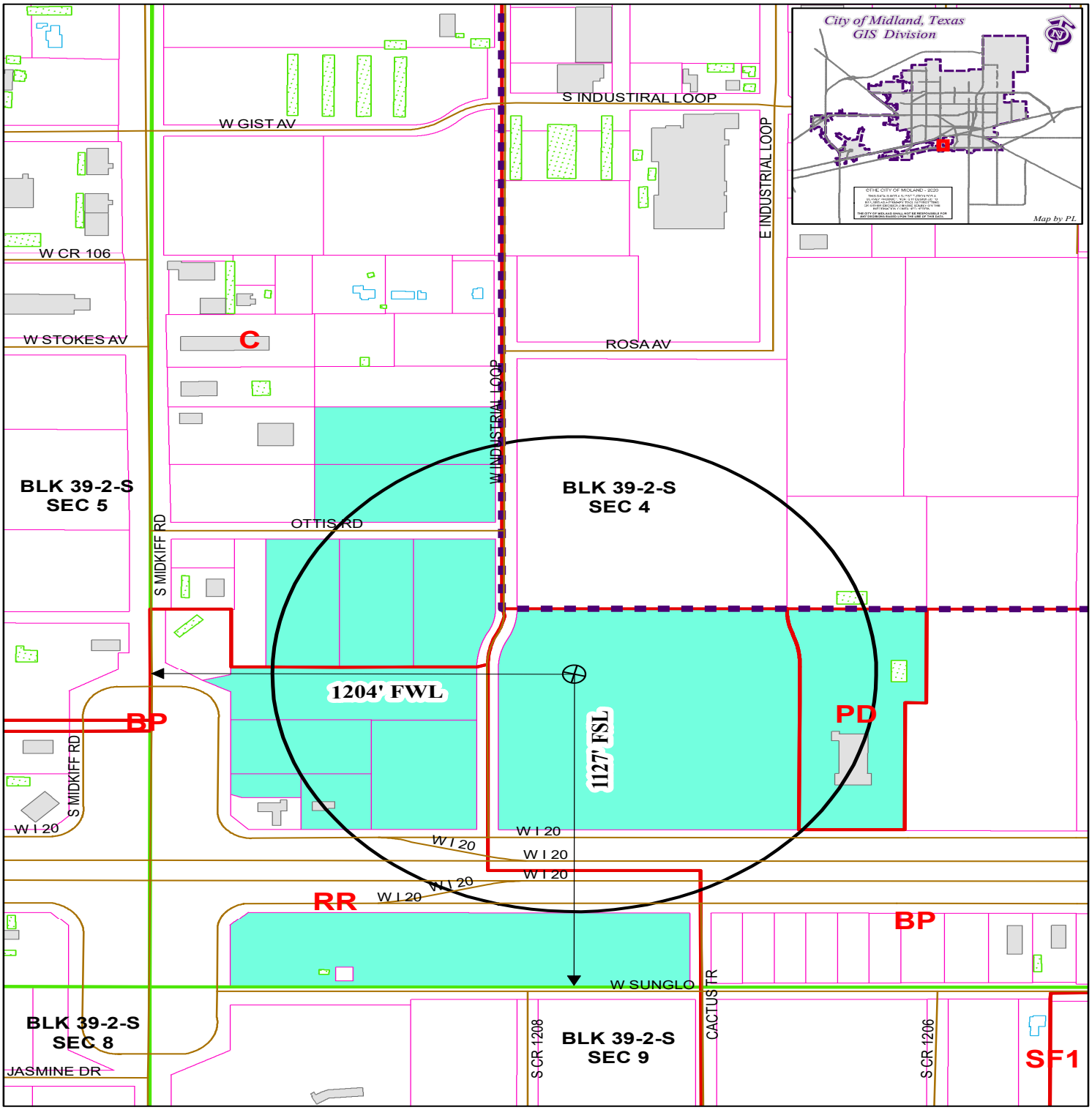


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**Bankhead 4-33 Unit 2A #272**

## LEGEND

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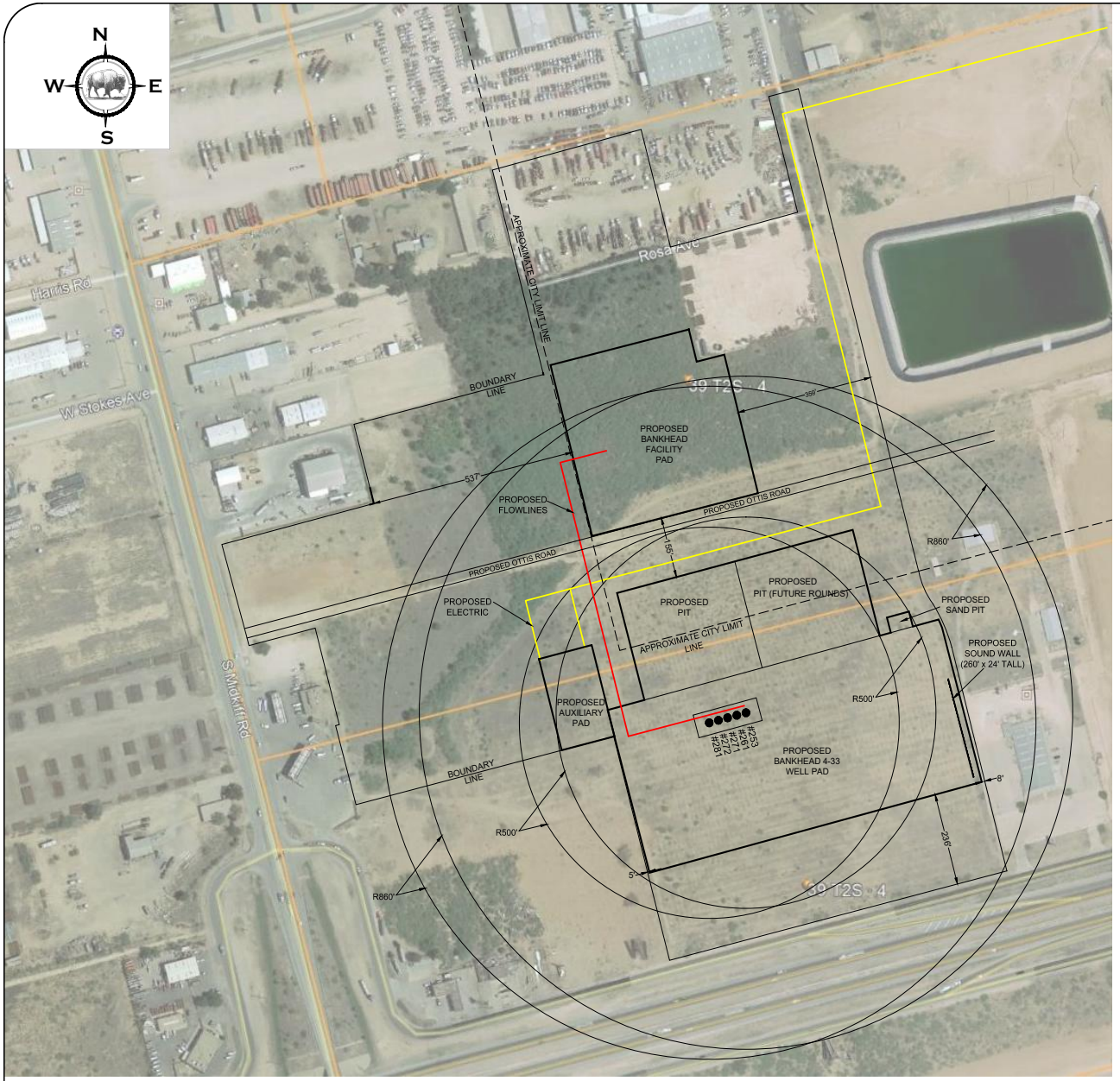


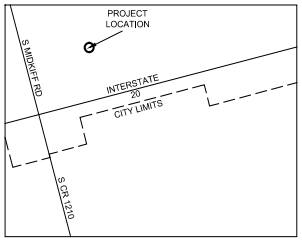


VICINITY MAP
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SCALE: 1"=200'

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OVERALL SITE PLAN

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OVERALL SITE PLAN SITUATED IN THE
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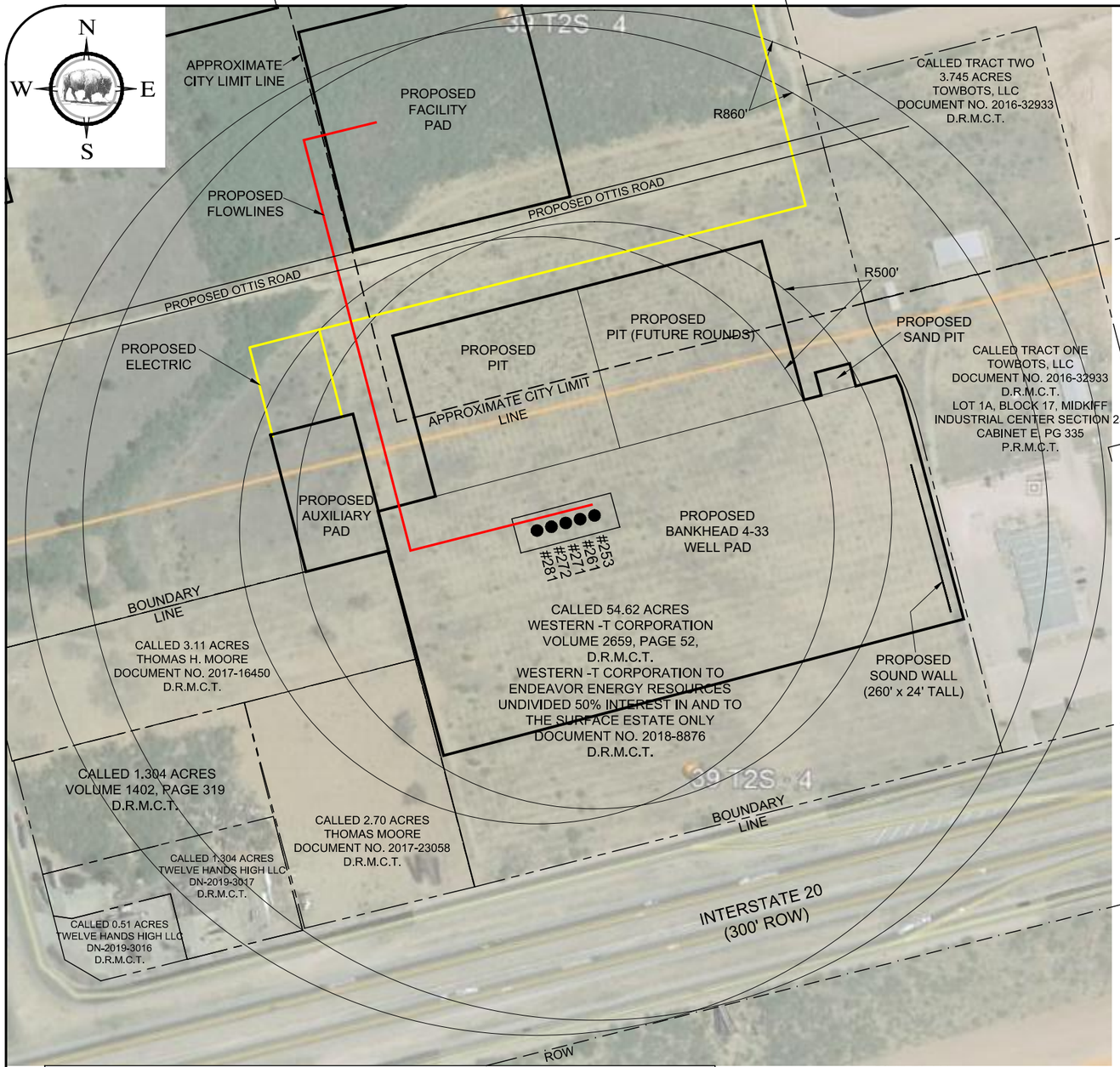
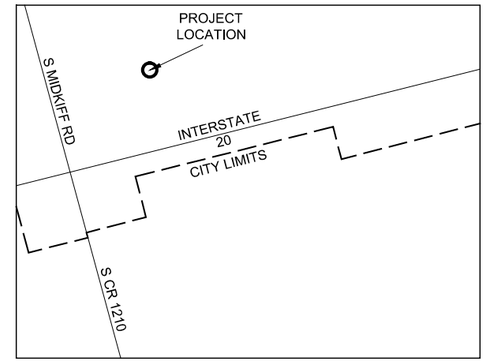
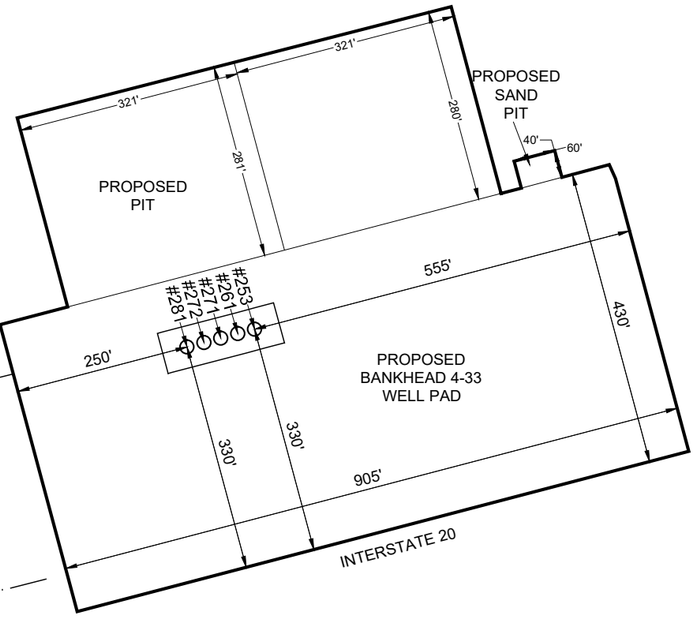
BISON CREEK LAND SERVICES, LLC 24443 INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T2S BANKHEAD\SECTION 4 BLOCK 39 T2S\SITE PLANS\16-02490-BANKHEAD OVERALL SITE PLAN.dwg, 1/7/2020 7:20:07 AM




VICINITY MAP
NOT TO SCALE




LAYOUT PLAN
1" = 200'

| COORDINATES | | |
|---|---|---|
| COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | | |
| BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 | BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 |

SITE PLAN
1" = 200'
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200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

LEGEND

- PROPOSED FLOWLINE
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SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
SITUATED IN THE
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SCALE: 1"= 200' | DATE: 09/04/19
DRAWN BY: DV
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-BANKHEAD WELL PAD

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

 
PACKET
13.943
May 26, 2020

MIDLAND
Planning Division

# APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

## I. General Information

| Date | Operator Name (must match W-1) | Operator Address |
|---|---|---|
| December 19, 2019 | Endeavor Energy Resources, L.P. | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 |

| Representative Name | Representative Address (within Midland City Limits) | Rep. Tele. (432)-556-0588 |
|---|---|---|
| Alex Bedford,<br>Reservoir Engineer | 110 N. Marienfeld, Suite 200<br>Midland, TX 79701 | Rep. Fax (432)-682-3088 |
| Fee: $4,000.00 Rec'd Yes X No___ | NOTE: All attachments need to bound and put in a binder before submitting. | Pages 1-4 |

**Permit Compliance Contact (Choose 1): Option B**

**Option B:** Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

**Company Compliance Representative (Name, Address, Local Telephone)** ***(ATTACH STATEMENT AS EXHIBIT A):***

**Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):**
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Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

**Other Permitted Wells in City** ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

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***ATTACHED AS EXHIBIT C*** –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

## III. Surface Ownership & Use

**General Description of Current Surface Use (within 860 feet of proposed surface location):** Open Field, Commercial

***ATTACHED AS EXHIBIT D*** **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

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## IV. Well & Operations Information

**Proposed Well Name: Bankhead 4-33 Unit 2A #272**

*ATTACHED AS EXHIBIT G is* **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
*ATTACHED AS EXHIBIT G is* **24 hour Fracing Operations Variance**

**Legal Description of Proposed Well Site:**

**Surface Hole Location: 1127' FSL 1204' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas**

*ATTACHED AS EXHIBIT G* **is the Plat and Location Site Plan [See § J(9)].**

*ATTACHED AS EXHIBIT H* **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

*ATTACHED AS EXHIBIT I* **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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*ATTACHED AS EXHIBIT N* **is the written Concept Plan and Site Plan. [See § J(32)].**

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**(1) Drilling:** Electricity TXU: 1-800-233-2133

**(2) Operations:** Electricity TXU: 1-800-233-2133

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**Description of all electric lines to production facilities (reference exhibits as necessary)**
*ATTACHED AS EXHIBIT G.* **[See § L(10)]**

**Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)**
*ATTACHED AS EXHIBIT O.* **[See § J(35)]**

## V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P*** **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q*** **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R*** **is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)*** **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

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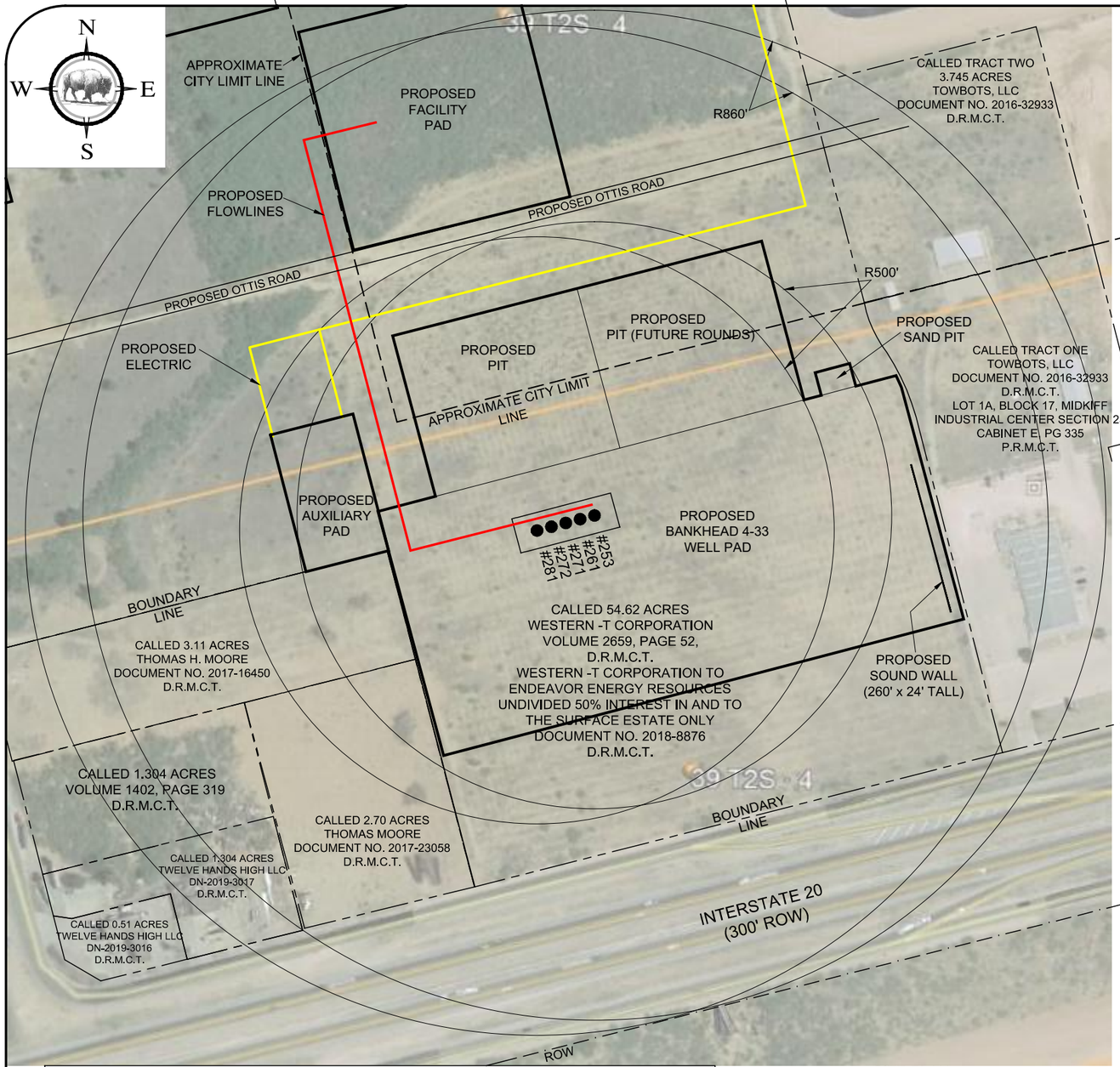
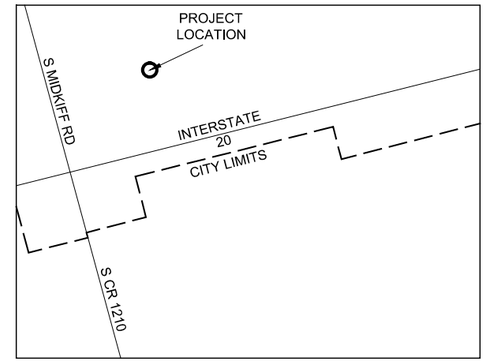
***ATTACHED AS EXHIBIT W*** **is Acoustic Impact Study and Noise Mitigation Plan**




VICINITY MAP
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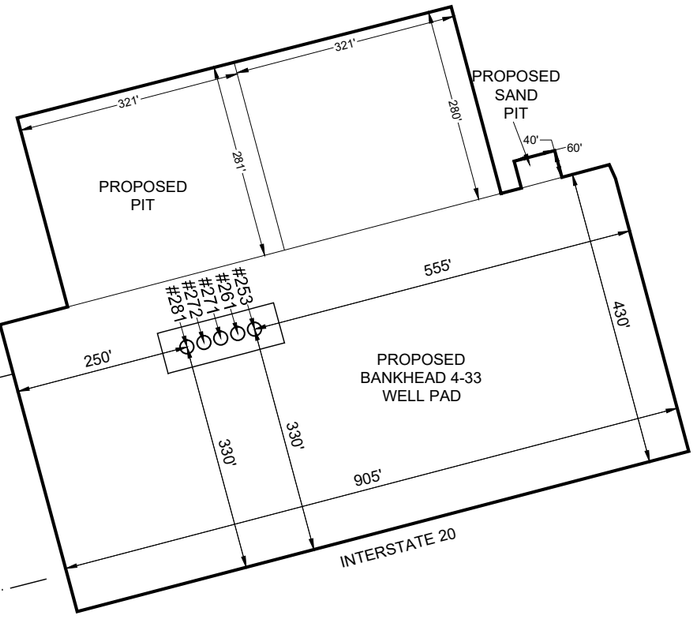


LAYOUT PLAN
1" = 200'

| COORDINATES | | |
|---|---|---|
| COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 | | |
| BANKHEAD 4-33 #281 (SHL)<br>NORTHING: 10683671.8<br>EASTING: 1747433.6 | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 | BANKHEAD 4-33 #253 (SHL)<br>NORTHING: 10683697.5<br>EASTING: 1747530.2 |

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

LEGEND

- PROPOSED FLOWLINE
- E — PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- W — PROPOSED FRESH WATER LINE

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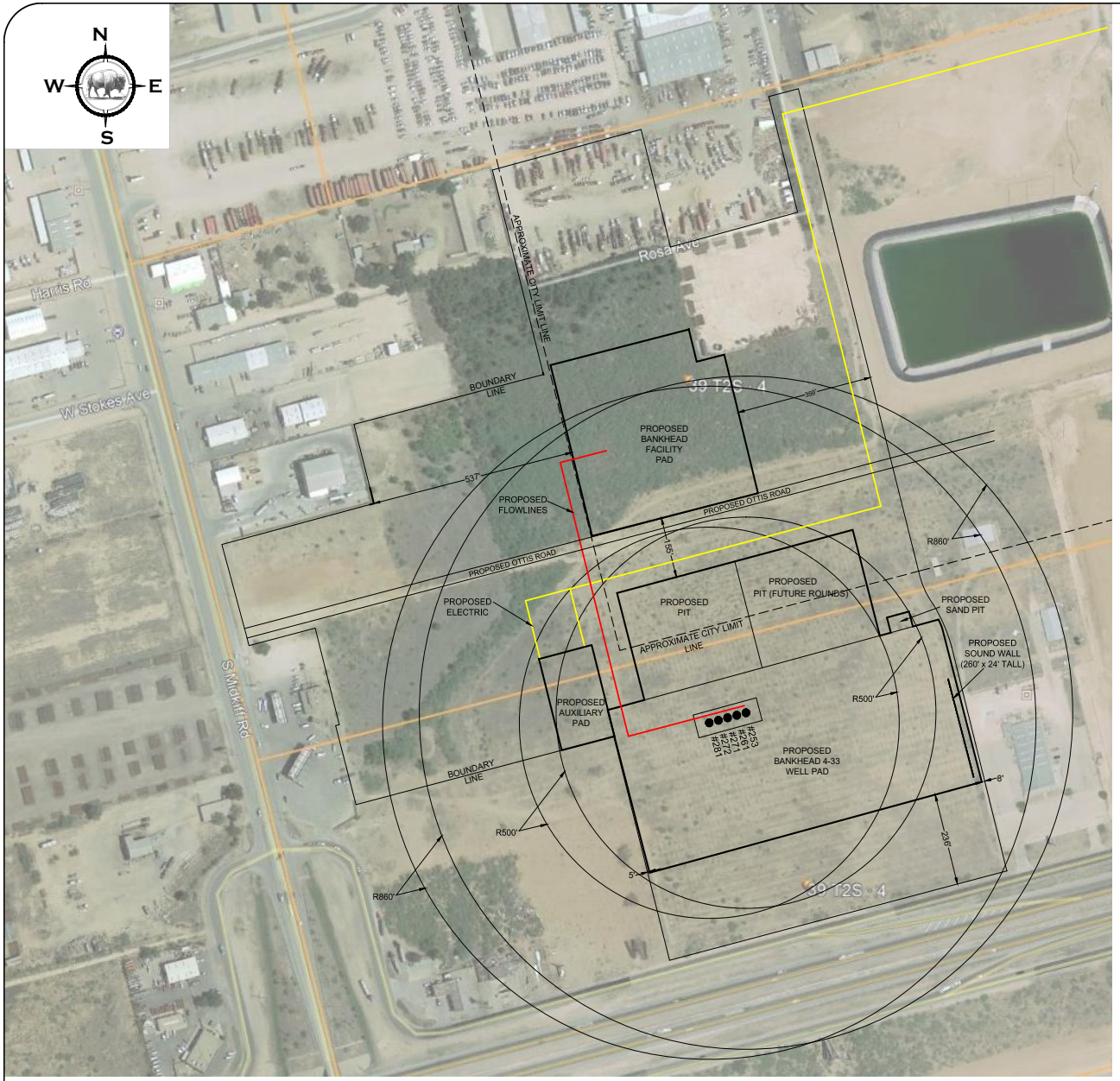
SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

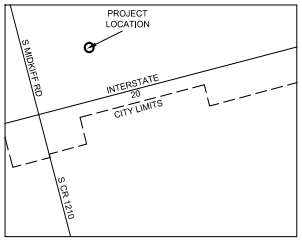
SCALE: 1"= 200' | DATE: 09/04/19
DRAWN BY: DV
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-BANKHEAD WELL PAD

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

 
PACKET
13.947
May 26, 2020




VICINITY MAP
NOT TO SCALE

LEGEND

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- PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- PROPOSED FRESH WATER LINE

SCALE: = 1" = 200'

200 100 0 200 400

GRAPHIC SCALE

OVERALL SITE PLAN

SCALE: 1"=200'

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| BANKHEAD 4-33 #261 (SHL)<br>NORTHING: 10683691.1<br>EASTING: 1747506.0 | | CENTER OF BANKHEAD WELL PAD<br>NORTHING: 10683612.8<br>EASTING: 1747657.6 |
| BANKHEAD 4-33 #271 (SHL)<br>NORTHING: 10683684.7<br>EASTING: 1747481.9 | | |
| BANKHEAD 4-33 #272 (SHL)<br>NORTHING: 10683678.2<br>EASTING: 1747457.7 | | CENTER OF BANKHEAD FACILITY PAD<br>NORTHING: 10684380.2<br>EASTING: 1747260.7 |

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

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OVERALL SITE PLAN

BANKHEAD
OVERALL SITE PLAN SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

ENDEAVOR ENERGY RESOURCES, L.P.

SCALE: 1" = 200'
DATE: 05/05/19
APPROVED BY: JPK
DRAWN BY: DV
CREW: BAM
PROJECT NO: 16-02490 OVERALL SITE PLAN

SHEET 1 OF 1

BISON CREEK LAND SERVICES, LLC 24443 INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

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MIDLAND
Planning Division

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(Pursuant to Midland City Ordinance No. 8769)

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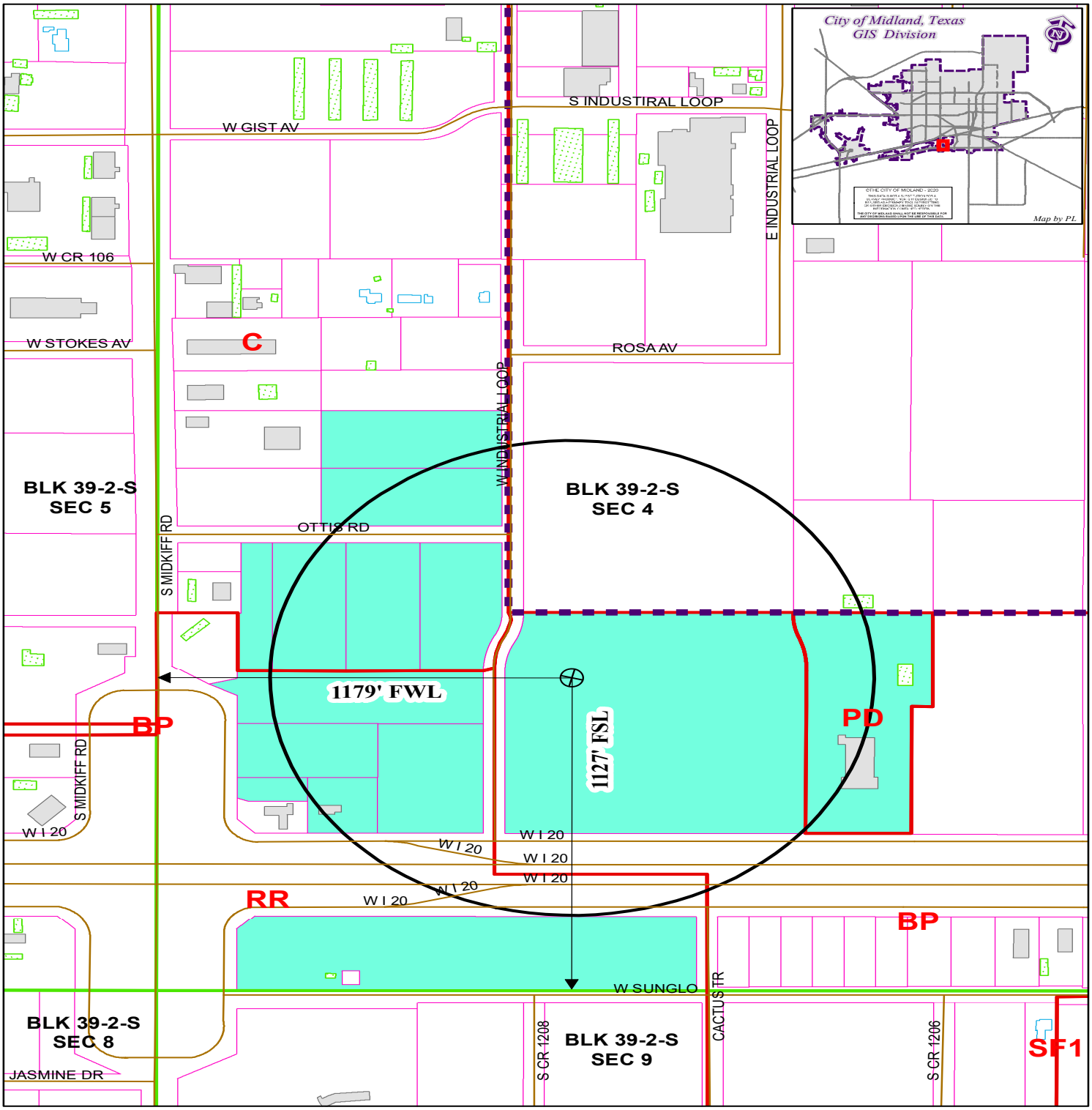



# LOCATION AND ZONING MAP

**Oil - 022382 - 2020** **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,127' FSL and 1,179' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,127 feet north of West Sunglo Street and 1,179 feet east of South Midkiff Road.

**Bankhead 4-33 Unit 2A #281**

## LEGEND

| | | |
|---|---|---|
| CITY PARCELS | PUBLIC BLDGS | CITY LIMITS |
| COUNTY PARCELS | PRIVATE BLDGS | 860 FT. BUFFER |
| ZONING | ACCESSORY BLDGS | SURVEY SEC. |

**ZONING DISTRICTS:**

| | | | |
|---|---|---|---|
| FD | FUTURE DEVELOPMENT | BP | BUSINESS PARK |
| PD | PLANNED DISTRICT | P | PARKING |
| AE | AGRICULTURE ESTATE | 01, O2 | OFFICE |
| CE | COUNTRY ESTATE | NS | NEIGHBORHOOD SERVICE |
| 1F1, 1F2, 1F3 | ONE-FAMILY DWELLING | LR1, LR2 ,LR3 | LOCAL RETAIL |
| MH | MOBILE HOME DWELLING | C1, C2, C3 | COMMERCIAL |
| TH | TOWNHOUSE DWELLING | IP ,IP1, IP2, IP3 | INDUSTRIAL PARK |
| 2F | TWO-FAMILY DWELLING | LI | LIGHT INDUSTRY |
| MF2, MF3 | MULTIPLE FAMILY DWELLING | HI | HEAVY INDUSTRY |

**City Council Meeting**

**Item Number 14**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Ron Jenkins, Oil and Gas Coordinator
**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Consider a resolution approving a road repair agreement between the City of Midland and Endeavor Energy Resources, L.P.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This agreement will cover the cost of road damages to Garfield Street and Francis Avenue that are attributable to Endeavor Energy Resources, L.P., in association with the above drilling permits. The total amount of the bond covering proposed and existing well sites within the City is $75,000.00; this is the amount specified in the City's oil and gas drilling regulations.

**Discussion:**

Endeavor Energy Resources, L.P., have met the requirements contained in the City code related to this matter. Attachments: Exhibit A-Road Repair Agreement

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS**

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Endeavor Energy Resources, L.P.;

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

**THAT** the Mayor is hereby authorized and directed to execute on behalf of the City of Midland, Texas, a road repair agreement with Endeavor Energy Resources, L.P. Said agreement shall be substantially similar in form as that of Exhibit "A", which is attached hereto and incorporated herein for all purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# ROAD REPAIR AGREEMENT

Endeavor Energy Resources, LP ("Operator"), intends to use portions of Garfield & Francis Ave to access its oil and gas lease as shown on the transportation route depicted on the attached Exhibit H (the "Transportation Route"). Operator agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/ 100 Dollars ($75,000.00) per calendar year for damage done to the roads on the Transportation Route and the lease entrance gate to the extent that any such damage is verifiably attributable to traffic serving Operator. Operator will not be obligated to pay for any damage to roads on the Transportation Route which is attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of Twenty-Five Thousand and Noll 00 Dollars ($25,000.00) per calendar year per well, not to exceed a total of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for all wells it operates within the city limits of the City of Midland, Texas (the "City"). Operator has attached to this agreement a letter of credit, certificate of deposit, or surety bond in the amount of Seventy-Five Thousand and Noll 00 Dollars ($75,000.00) which will serve to secure payment of any such road repair expenses for the wells it operates within the city limits of the City. In the event the attached letter of credit, certificate of deposit or surety bond is not restored to Seventy-Five Thousand and No/100 Dollars ($75,000.00) within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the applicable Oil and Gas Well Permit shall be suspended on such date and the Operator's right to operate under such Oil and Gas Well Permit shall immediately cease until the Operator files the required letter of credit, certificate of deposit or surety bond.

Operator and the City agree that documentation of any road damage determined by the City to be caused by the Operator's use of any roads depicted on the Transportation Route shall be presented to Operator. If the Operator does not agree that the damage was caused by traffic serving Operator, the Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give the Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right, after giving ten (10) business days' written notice to the Operator regarding such damage, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy the damage to the roads depicted on the Transportation Route. The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED on the 16 day of December 2019, by the following parties:

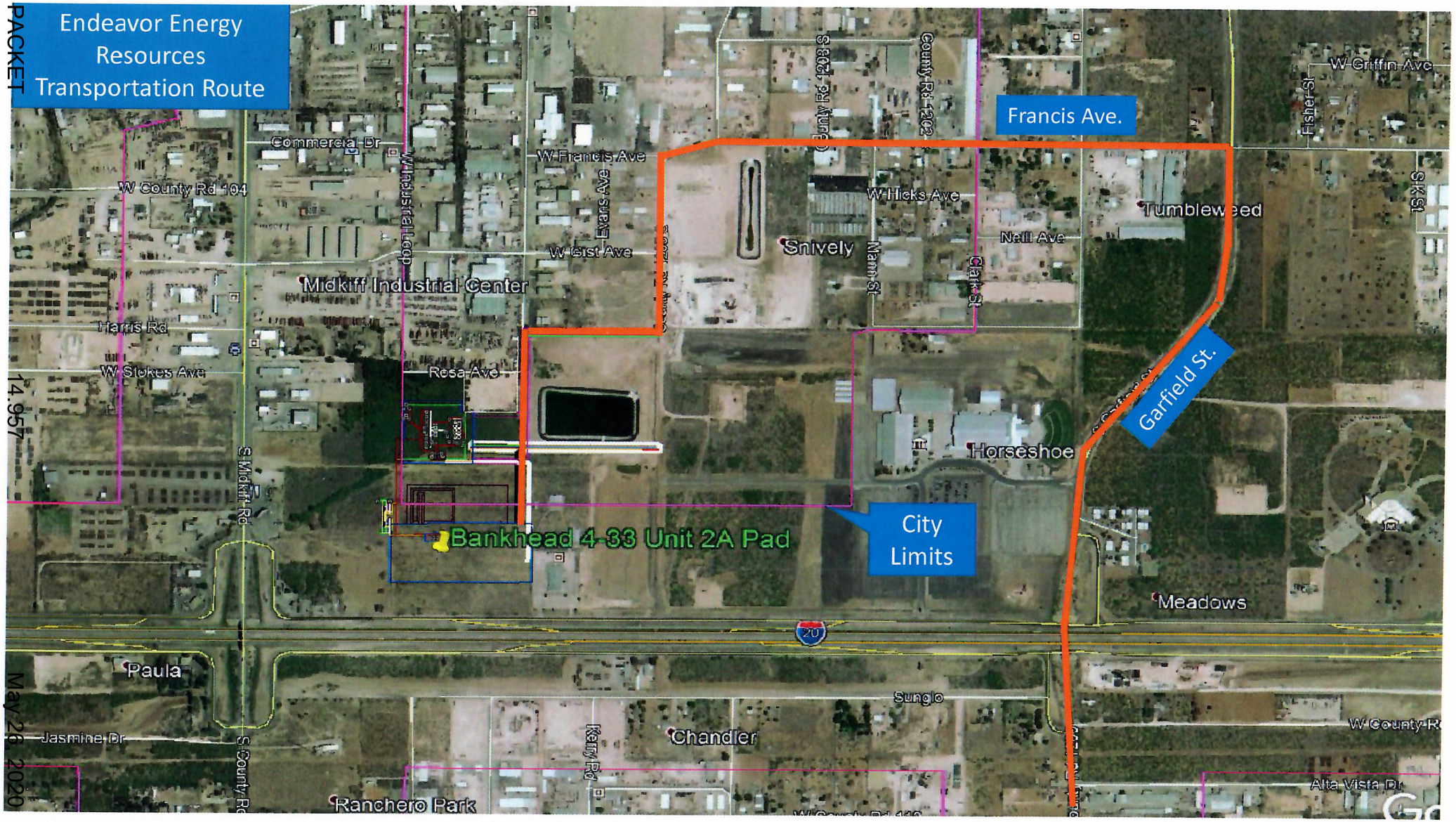
ENDEAVOR ENERGY RESOURCES, L.P.

Endeavor Petroleum, LLC, its General Partner
Autry C. Stephens, Sole Member

CITY OF MIDLAND, TEXAS

Patrick Payton, Mayor

Exhibit H




PACKET 14.957 May 26, 2020

**City Council Meeting**

**Item Number 15**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Isaac Garnett, Manager, Community Development
**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., BOYS & GIRLS CLUBS OF THE PERMIAN BASIN, INC., SENIOR LIFE MIDLAND, INC., THE UNITED WAY OF MIDLAND, INC., AND WEST TEXAS FOOD BANK IN THE AMOUNT OF $324,761.00; APPROPRIATING FUNDS FOR SAID CONTRACTS; AND APPROPRIATING $150,000.00 TO THE CITY OF MIDLAND HEALTH DEPARTMENT

Approved for Agenda:

City Manager's Office

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**Purpose:**

Consider a resolution to authorize the City of Midland to contract with authorized agencies for the HUD allocations of Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, grant in the amount of $570,875 and authorizing the execution of the (CARES Act) funds for CDBG-CV Fiscal Years 2019-2020.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No Impact to City Budget.

**Discussion:**

The Grant will be used to contract with Casa De Amigos (COVID-19) Social Services Project ($66,161), Senior Life Midland Meals-on-Wheels Project (COVID-19), ($169,000), United Way of Midland (COVID-19) Senior Supportive Service Project ($33,600),West Texas Food Bank (COVID-19) Shelf-Stable Food Box Project ($36,000), Boys & Girls Club of the Permian Basin (COVID -19) Pandemic Cleaning and Health Precautions Project ($20,000) and City of Midland Health (COVID-19) Pandemic Test Reagents and Supplies Project ($150,000). In summary, application request were prioritized through The City of Midland senior leadership participation and consultation process: public organizations and affected groups were informed of the (COVID -19) planned development process and schedule, public comment on the use of funds were published in the Midland Reporter Telegram, City of Midland CDBG web page, and City secretaries office. No comments or formal objections were reported to this office.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INC., BOYS & GIRLS CLUBS OF THE PERMIAN BASIN, INC., SENIOR LIFE MIDLAND, INC., THE UNITED WAY OF MIDLAND, INC., AND WEST TEXAS FOOD BANK IN THE AMOUNT OF $324,761.00; APPROPRIATING FUNDS FOR SAID CONTRACTS; AND APPROPRIATING $150,000.00 TO THE CITY OF MIDLAND HEALTH DEPARTMENT**

**WHEREAS**, Resolution No. 2020-083 authorized the Mayor, City Manager and City Attorney to accept and execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant for the Community Development Block Grant in the amount of $570,875.00; and

**WHEREAS**, Casa De Amigos of Midland, Texas, Inc., has agreed to provide services for the Case De Amigos - CARES Citywide Community Services Project for $66,161.00; and

**WHEREAS**, Boys & Girls Clubs of the Permian Basin, Inc., has agreed to provide services for the CARES Boys and Girls Club Project for $20,000.00; and

**WHEREAS**, Senior Life Midland, Inc., has agreed to provide services for the Senior Life Midland - CARES Meals on Wheels Project for $169,000.00; and

**WHEREAS**, The United Way of Midland, Inc., has agreed to provide services for the United Way of Midland - CARES Call Center Project for $33,600.00; and

**WHEREAS**, West Texas Food Bank has agreed to provide services for the CARES West Texas Food Bank Project for $36,000.00; and

**WHEREAS**, the City Council finds it to be in the public interest to enter into contracts with said entities for said CARES Act projects; and

**WHEREAS**, the City Council finds it to be in the public interest to appropriate $150,000.00 to the City of Midland Health Department for the City of Midland Health Department - CARES Pandemic Test and Reagent Supplies 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, Texas, Community Development Block Grant CARES Act contracts with Casa De Amigos of Midland, Texas, Inc., Boys & Girls Clubs of the Permian Basin, Inc., Senior Life Midland, Inc., The United Way of Midland, Inc., and West Texas Food Bank to provide community relief services with grant funds received from the United States Department of Housing and Urban Development. Said contracts to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That funds in the amount of $66,161.00 are appropriated to the Casa De Amigos - CARES Citywide Services Project (700274) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION THREE.** That funds in the amount of $20,000.00 are appropriated to the CARES Boys and Girls Club Project (700279) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION FOUR.** That funds in the amount of $169,000.00 are appropriated to the Senior Life Midland - Cares Meals on Wheels Project (700275) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION FIVE.** That funds in the amount of $33,600.00 are appropriated to the United Way of Midland - CARES Call Center Project (700277) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION SIX.** That funds in the amount of $36,000.00 are appropriated to the CARES West Texas Food Bank Project (700276) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION SEVEN.** That funds in the amount of $150,000.00 are appropriated to the

City of Midland Health Department - CARES Pandemic Test and Reagent Supplies Project (700278) from the unappropriated fund balance of the Community Development Block Grant Fund (060).

**SECTION SEVEN.** That the City Comptroller is hereby authorized and directed to make payment to said companies pursuant to terms of said contracts from funds available in said project funds, upon receipt of proper invoice or statement approved by the City Manager. The final payment of all contracts must be a minimum of $3,000.00.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Jennifer Fung, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City Council Agenda

Approved for Agenda:

City Manager's Office

**MEETING DATE:** **May 26, 2020**

**TO:** **CITY COUNCIL**

**FROM:** **Taslima Khandaker, Senior Planner**

**SUBJECT:** **Consider an ordinance on a second reading on a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas. (Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. Council District 1)**

## Purpose:

The applicant, Patrick Brown, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development at 6611 Elkins Road and 3801 Arapahoe Road, for a recovery residence community.

## Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

## Fiscal Impact:

This proposal does not have a significant financial impact to the city.

## Discussion:

The property is currently zoned AE, Agricultural Estate District. The properties to the north, east, south, and west are zoned AE, Agricultural Estate District, and are the locations of a residence and vacant land, respectively.

The applicant, Patrick Brown, is requesting to rezone the property from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development, to create a transitional housing community for individuals living a life of recovery. The property will need to be re-platted prior to development.

In addition to the two existing residences on the property, the site plan (Exhibit A) shows an additional twenty-six (26) homes, of which eight (8) are 16 feet by 50 feet, six (6) are 32 feet by

50 feet, and twelve (12) are 82 feet by 50 feet.

The 82-foot by 50-foot units will be six bedroom pre-manufactured homes that will each accommodate four single mothers and their children. The 32-foot by 50-foot units will be four bedroom pre-manufactured homes that will each accommodate an average of two adults and their children. The 16-foot by 50-foot units will be a combination of two bedroom and three bedroom pre-manufactured homes that will each accommodate two adults with their children and three adults, respectively.

The management staff, which will consist of a maximum of four adults and their children, will reside in the existing residences. A community meeting hall, a community park with a playground, a smaller park, sports field, pavilion, and a pool, a garden, and a stable and petting zoo are also proposed. The proposed density of the development will be approximately 1.5 units per acre.

Phase I will consist of one home group for single mothers and their children and one home group for two parent families, single fathers and their children, and single adults. The first phase of the development will be able to house up to 32 adults and their children. The completed development will consist of a total of three home groups for single mothers and their children and two home groups for two parent families, single fathers and their children, and single adults. The home groups for two parent families, single fathers and their children, and single adults will each include a laundry and meeting building. In total, the completed development will be able to house up to 80 adults and their children.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

### Fire: (Approved)

No objection to zoning change.

### Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

### Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

### Code: (Approved with Conditions)

No PERMITTED Oil or Gas wells identified within 500 ft. radius of location. There are Pioneer non-permitted wells on this property that need to be identified and include a 135 ft radius which no building permits will be allowed in this area. Flow lines will need to be identified as they go across the property and access for operator to maintain wells. If the Pioneer wells have been

plugged and abandoned then that will need to be identified.

## Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

## Planning:

As listed in our Tall City Tomorrow Section 3.24. PD, Planned Development District, the purpose of the PD, Planned Development District is to create innovative concepts in land utilization or diversification. This means the property can encompass residential, commercial, light industrial, public or recreational uses.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 4, Housing & Neighborhoods, Goal 3, "Provide adequate housing opportunities for the diverse needs of Midland's population." (Tall City Tomorrow, Page 10). This request will aid in Midland housing needs by providing affordable and adequate housing, along with a diverse option of housing stock for the community of Midland. This request is also promotes various land uses within the plans.

This request was recommended for approval on the April 20, 2020 Planning and Zoning Commission Meeting.

This request was approved on the May 12, 2020 City Council Meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development, subject to conditions A through E.

## Conditions:

**A. That the use and development shall conform to the regulations of the MF-16, Multiple Family Dwelling District, except as stated below.**

**B. That this property shall significantly conform to the site plan, attached hereto and incorporated herein, as Exhibit A.**

**C. That the proposed "pre-manufactured homes" must be modular units.**

**D. That one off-street parking space shall be required for each person over 18 years of age.**

**E. That the Landscape Plan shall be considered illustrative. Landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City code.**

## Letters of Objection:

Staff has not received any objections as of May 6, 2020.

## Attachments:

Site Plan (Exhibit A)
Angel Haven Project Description
Site Plan – Phase I
Angel Haven Policies and Procedures
Angel Haven Member Contract
Application
Maps

**ORDINANCE NO. _____**

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

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development.

**SECTION TWO.** That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the homes located on the Property shall be modular units; provided, however, that this condition shall not apply to the structures identified on the site plan as "Pre-existing Homes For Managing Residents."

C. That one off-street parking space shall be provided on the Property for each person 18 years of age or older who resides on the Property.

D. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

**SECTION FOUR.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FIVE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

**SECTION EIGHT.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

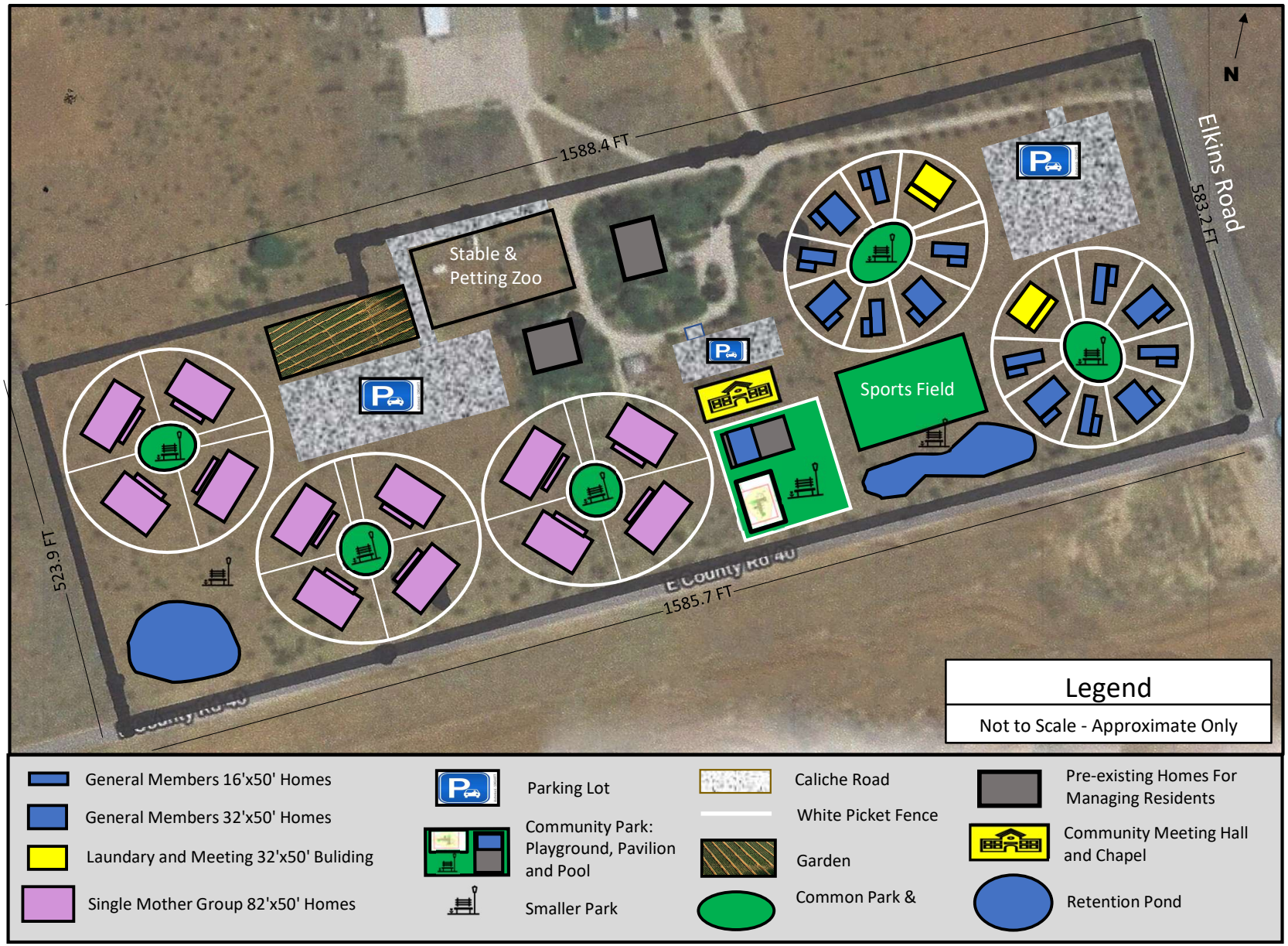
_____
Charles Harrington, Director of Development Services

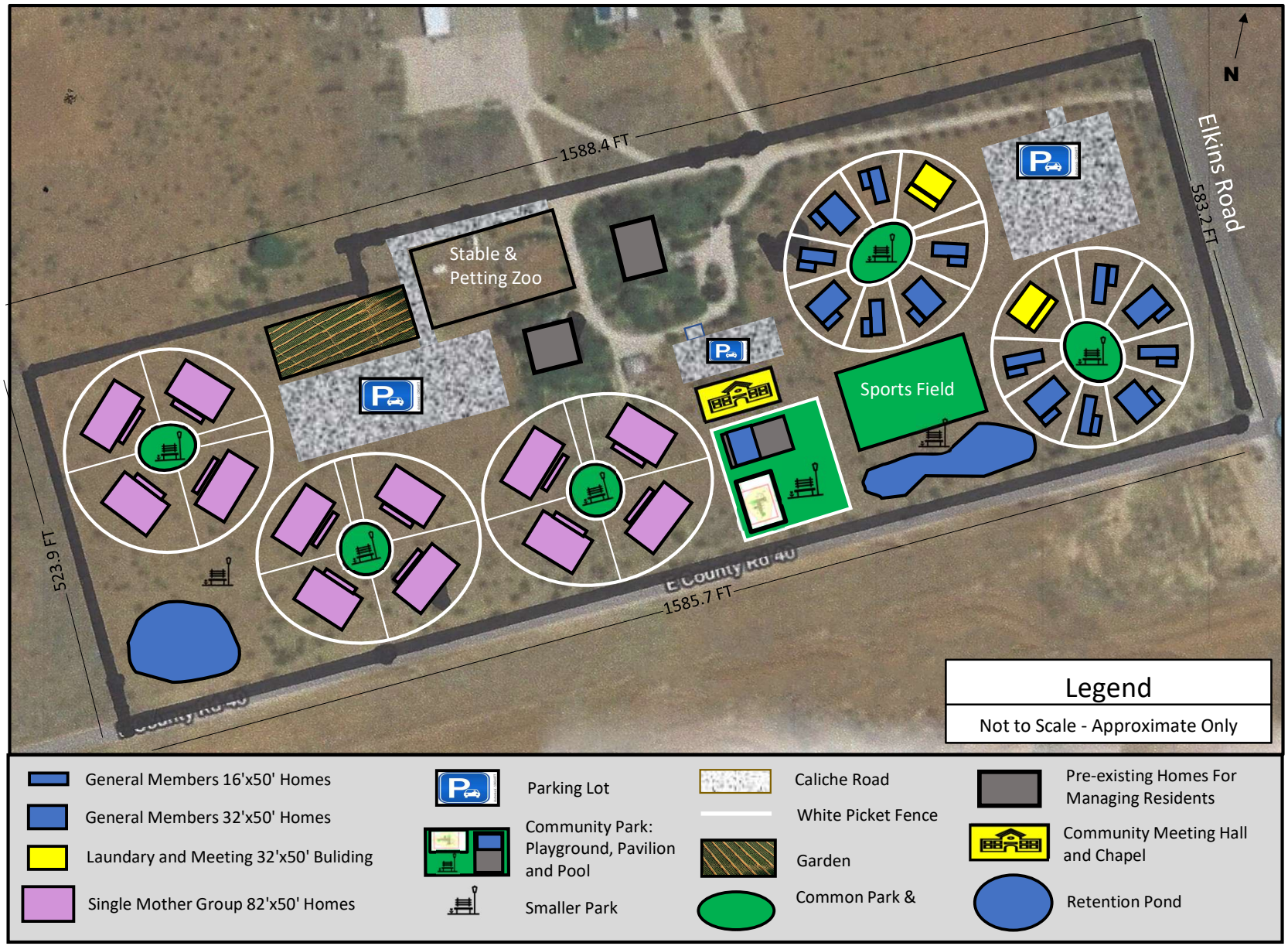
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

Thriving United Inc. Angel Haven 6611 Elkins Road Recovery Residence Community




N
1588.4 FT
Elkins Road
583.2 FT
Stable &
Petting Zoo
Sports Field
523.9 FT
1585.7 FT
Legend
Not to Scale - Approximate Only
General Members 16'x50' Homes
General Members 32'x50' Homes
Laundary and Meeting 32'x50' Buliding
Single Mother Group 82'x50' Homes
Parking Lot
Community Park: Playground, Pavilion and Pool
Smaller Park
Caliche Road
White Picket Fence
Garden
Common Park &
Pre-existing Homes For Managing Residents
Community Meeting Hall and Chapel
Retention Pond

Thriving United

Project Description
Planned Development District for 6611 Elkins Road

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

Thriving United Inc. (Thriving United) proposes a Specific Use Designation (SUD) for the property at 6611 Elkins Road, Lot 2 & 3, Block 1, 22+/- Acres; Jaden Kate, City of Midland, Midland County. Thriving United proposes that the current **Agricultural Estate (AE) Zoning** for this property be designated as a **Designated Development District**.

**Concept**

Thriving United is developing Angel Haven 6611 as permanent supportive housing for individuals living a life of recovery. The proposed homes will be a small network of premanufactured homes to be used as affordable recovery residences. The Substance Abuse and Mental Health Services Administration (SAMHSA) defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives and strive to reach their full potential.

Our mission is to provide affordable housing for individuals who want to live a balanced, healthy lifestyle as members of a supportive, loving family and community through use of evidence-based practices, standards, support services, research, education, and advocacy.

Recovery residences provide safe, healthy, abstinent living environments based on a social model of recovery. The emphasis is on developing mutual support and skills for people in recovery that will enable them to lead productive lives in communities.

The National Alliance for Recovery Residences (NARR) established a National Standard for recovery residences in 2011. Thriving United utilizes the NARR standards as guidelines, rules, and requirements for living in these homes. Angel Haven 6611 will undergo the process to achieve accreditation from NARR for this facility. The residents sign a family membership contract that details the requirements of abstinence and a code of citizenship ethics. Violation results in immediate action. The Angel Haven 6611 guidelines and contract are included with the submission.

The social model approach is the foundation of all recovery residences. NARR terms these type of homes as “Long Term Recovery Homes”. The purpose of these homes is to assist each other in a community of people who are recovering from drug, alcohol, or other addictions. Oxford House and Sober Living are examples of other model recovery homes. DePaul University performed a statistical survey of 795 participants in the Oxford House program and found that extended participation in recovery residency improved the probability of long-term sobriety significantly, approaching 87%. The recovery residence provides a strong connection between recovery people and provides an environment that is affordable and conducive for recovery. The principles of recovery are spirituality and altruism. People in recovery benefit the whole society by providing increased productivity and better citizenship.

**Location**

The site plan is based on a survey provided by our Real Estate Agent. The dimensions are approximately 1585.7 feet on the South border, approximately 523.9 feet on the West border, approximately 1588.4 ft., and the East border is approximately 583.2 feet. The total acreage is approximately 21 to 22 acres. The entrance is on Elkins Road. There are two homes currently on the property and they will house the Property Management. There are 3 water wells and a septic system

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

that is already in use on the property. Thriving United plans on adding more water wells and septic systems as needed. If cost effective, Thriving United will bring City Water to the property. Thriving United will provide any additional infrastructure required, not limited to the proposal above.

Elkins Road, (County Road 1150), is a collector road that runs from north of Loop 250 to south of State Highway 158 in northeastern Midland County. There are numerous commercial developments and some agricultural estates and farms in the proximity of 6611 Elkins Road. The casual commuting traffic from our site would not have a serious impact on the existing traffic.

**Development**

All buildings will be no closer than 10 feet apart or closer than 15' from a property line. The homes will be constructed in an ellipse around a grass lawn over a septic field. The center of the ellipse will provide the children with a play area. The roads will consist of 25-foot-wide caliche-based asphalt that will connect to uncovered caliche-based asphalt parking lots to accommodate parking for the residences and guests. The property will be landscaped with new trees and flower beds.

The property will contain:

- Community garden, which will provide the community with some food and an agricultural experience
- Meeting hall/chapel where there the whole community will host meetings, church, and group activities
- Community park that is comprised of a playground, a covered pavilion and an indoor, inground pool
- Sports field
- Stables and a petting zoo with a variety of domesticated wildlife.

Thriving United plans on developing the homes in two phases.

**Phase 1:**

A) Single mothers and children division with one (1) home group:
   a. Four (4) six-bedroom premanufactured homes that are 82' x 50', 4,100 square feet, that each will accommodate four (4) single mothers and their children
B) Two-parent families, single fathers and children, and singles (General members) division with one (1) home group:
   a. three (3) four-bedroom premanufactured homes that are 32' x 50', 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate three singles
   d. one (1) 32'x50', 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

Project Description
Planned Development District for 6611 Elkins Road

In phase 1, the property will have a total of 21,200 square feet of recovery-residence living space and will be able to house up to 32 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

Phase 2 will complete all phases of development.

**Phase 2:**

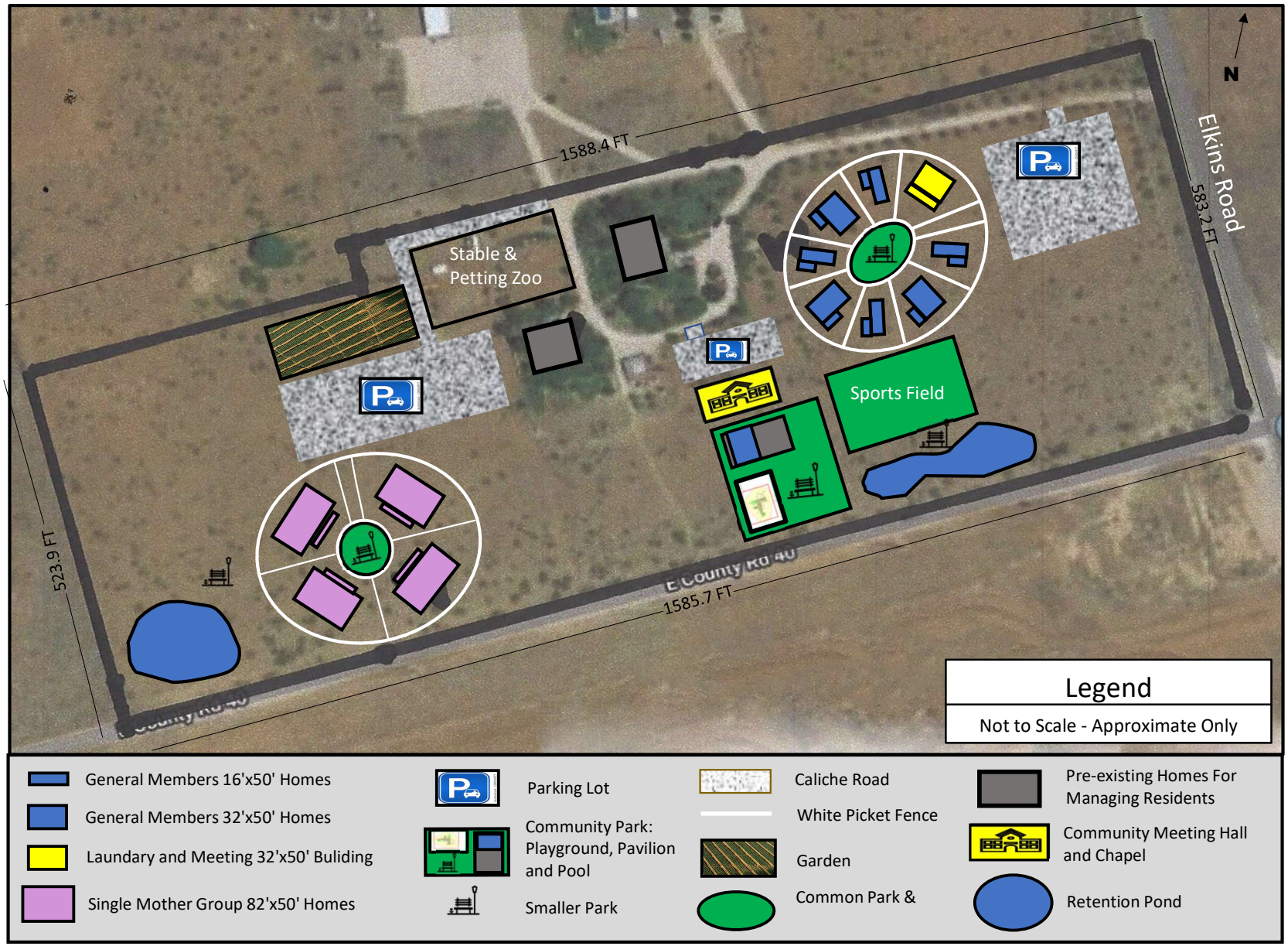
A) Single mothers and children division with three (3) home groups:
   a. Four (4) six-bedroom premanufactured homes that are 82' x 50', 4,100 square feet, that each will accommodate four (4) single mothers and their children
B) General members division with two (2) home groups:
   a. three (3) four-bedroom premanufactured homes that are 32' x 50', 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate three singles
   d. one (1) 32'x50', 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

After Phase 2, the property will have a total of 58,800 square feet of recovery-residence living space and will be able to house up to 80 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

The layout and placement of said structures and roads is subject to change as the design and permitting process progresses.

# Angel Haven 6611 Elkins Road





Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-1489

AngelHaven6611@thrivingunited.org

# Angel Haven 6611

## Policies and Procedures

1. There is a 30 to 90 day clean and sober requirement prior to admission into Angel Haven 6611. If a member relapses and is released they will need to acquire an additional 30 to 90 days of sobriety in order to reenter. This rule is for the welfare of all house members and their sobriety.

2. There is a minimum requirement of a 3-month paid commitment.

3. All members are required to be working a recovery program and living a healthy lifestyle. All members must be willing to disclose their program and be willing to be held accountable to that program. For example:

a.) An individual working an AA/NA program will attend so many meetings a week and have a sponsor. They must be willing to be held accountable by their family to attend the meetings and provide the name/number of their sponsor.

b.) An individual working a program through Celebrate Recovery will attend a weekly meeting and have a sponsor. They too must be willing to be held accountable by their family to attend their meetings and provide the name/number of their sponsor.

Every resident must be working on their recovery and demonstrating to their family that they are living a recovery lifestyle (i.e.; volunteer work, participation in program activities, meditation, language, healthy lifestyle choices, etc..) because recovery and healthy living is our primary purpose.

Note: Members are required to discuss their program and how it is working at weekly family meetings.

4. Any House member who is found to be using any narcotics, synthetics or alcohol will be released immediately. You may visit with a Program Facilitator about treatment options if you so desire.

Any member who has knowledge of another member's relapse and withholds this information from the House could be removed.

If you provide urine or tamper with urine or have knowledge or other's tampering with a specimen will be grounds for removal.

5. Drug/Alcohol testing may be required from any member at any time and without notice.

Failure to submit to testing for any reason will be viewed as an admission of relapse that will require immediate release and removal of the member.

Urine specimen collection shall be performed by a Program Facilitator or a family member at the direction of the Program Facilitator using a direct observation collection method.

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6. An individual who is on prescription medication for Mental Illness or Emotional Wellbeing must disclose this information prior to becoming a member. A medication plan will be implemented on an individual basis.

Misuse or sharing of narcotic medication may be ground for dismissal.

Types of misuse may include:

a) Taking any medication not prescribed to the individual by a physician or otherwise not approved

b) Taking any prescription narcotic medication that has not been disclosed and implemented through a medication plan (NO EXCEPTIONS)

c) Not taking medicine as prescribed and required by a physician.

If there is any misuse of any medication prescribed or over the counter in any way that is grounds for immediate dismissal. If there is ANY question, do not take it and ask a Program Facilitator.

Member must notify a Program Facilitator within 24 hours of any prescribed medication changes.

7. In order to obtain membership at Angel Haven 6611 a full month membership fee of $750 and a $150.00 security fee are required.

The security fee is due prior to admission, unless otherwise discussed with a Program Facilitator. The membership fee is due the 1st of the month following admission. Future membership fees will be due on the 1st of every month. The option to pay weekly is available as well. The membership plan will be discussed and agreed upon prior to move in of resident.

All payments may be made by cash or money order payable to Thriving United. Membership fees are considered a paid fee toward an individual's commitment of time to stay a member of the house.

8. All members are required to have verifiable employment. If a member is struggling to obtain work, then they are required to work with a Peer Support Specialist to find work.

9. Disruptive behavior is grounds for release and described below:

a) Any physical or verbally antisocial behavior;

b) Stealing (eating someone else's food or using their toiletries is considered stealing);

c) Lying;

d) Being in another members room without permission;

e) Constantly complaining or bringing negativity into the home.

Behaviors that jeopardize the well-being of the family and community will be initially discussed by the family and continued disruption can be grounds for dismissal.

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10. Family meetings are mandatory! As a member of this home everyone is expected to actively participate as a member of their choice family.

11. Weekly chore lists will be discussed and planned at the weekly family meeting. As a member you are expected to do your chores daily.

12. Be clean! Bedroom needs to be clean! No leaving dishes in the sink, leaving personal items in living room or common areas (kitchen, bath, etc.), not bathing, not changing bed sheets weekly or being unsanitary in any way are all issues that will be discussed and handled at the discretion of each family.

13. Each family will determine how their family budget will be established, maintained and dispersed according to their family's needs. Each family unit is responsible for purchasing and cooking their own food, supplying their own personal hygiene items (toothbrush, toothpaste, bath soap, shampoo, razors, shave cream, etc.), or any other items for health issues (prescriptions, medical care, etc), laundry soap, dish soap, dishwasher soap, toilet paper, paper towels and other common household supplies.

14. No active alcoholics or addicts are allowed on premises – no exceptions!!

15. If you are the last to leave the House, you are responsible for locking both the front and back door. Failure to lock up will be discussed and handled at the discretion of each family.

16. Each family unit will decide how their family unit will operate according their family's needs and establish a set of family guidelines that will be provided to a Program Facilitator with Thriving United. The following are some examples of things families could address:

a. The living room television is to be off between the hours of 12:00 a.m. to 7:00 a.m., Sun.-Thurs. This is considered QUIET TIME.
b. Curfews or being absent from home for overnights or extended lengths of time.
c. Laundry schedule and respectful rules: Members are responsible for doing their own laundry. Laundry must be done and put up immediately. Other members have the right to move your laundry to a clean out of the way location if you are unavailable.
d. Grocery shopping should be done on a weekly basis vs. a monthly basis.
e. After 1:00 am, kitchen is considered a quiet area for cooking, including microwave. If you are hungry eat cereal, sandwich or fruit if available. This is out of respect for members sleeping in rooms close to the kitchen.
f. No visitors are allowed in any rooms for any reason alone, they must be accompanied by a member of that room, as well as the other members of the family being comfortable with the visitor.
g. Moms work together to assist and support each other's responsibility for watching their children. Each Mom is responsible for keeping an eye on their own children, while a schedule or team effort can be put in place to assist each other with childcare while attending meetings. Respect must be shown, and communication must be established for each other to prevent one person from always being shouldered with the responsibility.

Always be respectful of your family and fellow community members!

Thriving United

501 N. Loraine St.
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17. All family members are responsible for ensuring anonymity and friendliness within the neighborhood.

18. All family business remains within the family and we do not air our business with the neighbors or other community members. (Every resident will sign a HIPPAA agreement.)

19. No soliciting in the neighborhood for any reason or loitering in front of the home.

20. Vehicles must be parked in parking allotted for Thriving United and Angel Haven 6611. Do not park in front of neighbor's house. There will be no broken-down cars or vehicles allowed on premises unless approved by Program Facilitator for immediate repair purposes only.

21. There is absolutely no smoking in the home and that includes vaping. Dipping is allowed with proper containers (i.e., plastic bottles with lids – not dishes) and not to be left out.

22. All rooms are initially assigned by a Program Facilitator. If you want to change rooms then this can be discussed at family meeting and will then be up to the discretion of the family and family guidelines.

23. No weapons of any kind are allowed. If a weapon is found in a member's possession, the member may be asked to leave immediately!

24. Surfing pornography or distasteful websites on a family computer is not allowed.

25. Gaming consoles, laptops, and iPads are allowed but at your own risk. Thriving United is not responsible for keeping of such items. A Program Facilitator may search browser history of related equipment to ensure house standards are upheld.

26. Thriving United does have working monitoring security cameras outside of the house

27. Once a member departs, all mail will be returned to sender. Please put in a change of address!!!

28. Thriving United is not responsible for any member's lost or stolen items.

29. Breach in contract for any reason (i.e., relapse on alcohol or drugs, one month late on membership fees without seeking assistance from a Peer Support Specialist, excessive rule infractions, stealing, disruptive behavior, etc…) will result in the immediate removal from property.

If the member fails to immediately leave the House, Thriving United will be entitled to $5,000.00 in liquidated damages for the disruption to business operations and the threats posed to the recovery and mental well-being of the other members remaining on site.

30. The security fee for membership is non-refundable.

31. Members that have had financial support to pay membership fee(s) and breaches contract for any reason will have their family or payee contacted by Thriving United, letting them know that you are no longer under our care.

Thriving United

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32. This Agreement is not a lease and does not create a landlord-tenant relationship of any kind. Member expressly acknowledges that this Agreement does not create any of the rights afforded to residential tenants pursuant to Chapter 92, Texas Property Code. Member expressly acknowledges that:

a) Fees do not constitute rent

b) If a member remains on Thriving United property without consent of a Program Facilitator, and after receiving oral or written notice to depart, member may be arrested for criminal trespass.

c) The House may change the code without notice for any violation of this Agreement. The member must contact a Program Facilitator to seek a new code.

d) A Program Facilitator may remove any member's non-exempt property for violation of the terms of this Agreement.

33. The policies and procedures are suggested guidelines and subject to change. Thriving United reserves the right at any time to:

a) Modify the consequences and can move straight to a behavioral contract and/or dismissal as necessary and appropriate.

b) Revoke the membership of any member who is deemed a threat to the sobriety and recovery of members at their sole discretion.

Revocation of membership will result in immediate removal from the property at the request of a Program Facilitator.

34. Pat Brown, Jennifer Priddy, Kelli Lax or Rhett Lax have full authority over Angel Home 6611 as needed at any time.

Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

# Angel Haven 6611

## Residential Membership Contract

I, _____, as a member of Angel Haven 4516, located at 4516 Robin Lane, Midland, Texas 79707 I agree to abide by the Policies and Procedures set forth for Angel Haven 4516 by Thriving United.

_____ I understand this contract is binding in that I requested a financial agreement by agreeing to pay and paying a security deposit and monthly membership fees.

_____ I understand that if I am delinquent in membership dues and have made no attempts to gain a reasonable budget assistance or communication for assistance from a Program Facilitator of Thriving United this may be reason for dismissal from the home.

_____ I understand that this financial contract compounds under said Angel Haven 4516 Policies and Procedures.

_____ I agree to pay the scheduled monthly membership dues of $750 a month, in addition to a non-refundable $150 deposit.

_____ I understand that failure to meet requirements of the Policies and Procedures of Angel Haven 4516, I will have 72-hours to remove myself and personals from Angel Haven 4516 property for breach of contract.

_____I understand that if I am found to be using alcohol or drugs of any type, I will be expelled from the house immediately.

_____ I understand that if I am found to be in violation of house rules by a Program Facilitator, including but not limited to non-payment of membership fees, disruptive behavior, I can be expelled from the house immediately by a Program Facilitator of Thriving United.

_____ I understand that I am expected to have a recovery plan that has been discussed with a Program Facilitator or Peer Support Specialist and that staying on my personal recovery plan is part of what is required to live in this home.

_____ I understand and agree to the following terms should I be asked to leave the house for violation of this agreement:

- Personal items will be removed from the property and the area around the property within 72 hours.
- If personal items are not removed from the property within 30 days of my departure all of these items will be donated to charity on the 31st day.

Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

_____ _____

Signature of House Member Date

_____

Printed Name of House Member

_____ _____

Signature of Program Facilitator Date

_____

Printed Name of Program Facilitator

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-20-0177

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* | | | |
|---|---|---|---|
| Printed Name: Patrick Brown | | Phone (432) 557-6352 Email PatBrown@thrivingunited.org | |
| Address 212 Bayberry Pkwy | City Midland | State TX | Zip 79705 |

| **Property Owner** | | | |
|---|---|---|---|
| Printed Name: Cathy and Larry Stasney | | Phone (432) 528-6333 Email cathystasney@aol.com | |
| Address 6611 Elkins Road | City Midland | State TX | Zip 79705 |

| **Representative** *(if different from Applicant or Property Owner)* | | | |
|---|---|---|---|
| Firm: | | Phone ( ) Email | |
| Printed Name: | | | |
| Address | City | State | Zip |

**Street Address:** 6611 Elkins Road

**Legal Description**
Lot: 2 & 3 Block: 1 Subdivision: Jaden Kate

**Current Zoning:** AE

**Proposed Zone:** Planned Development District
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** Multifamily Housing

**Present Use of Property:** AE

**Proposed Use of Property:** Planned Housing Development

**How would this zone change affect the public health, safety and welfare?** No negative affect. Provide improved living conditions for the residents.

**Describe how conditions affecting the property have changed since present zoning designation:** The neighborhood has many more commercial entities.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| Signatures | | |
|---|---|---|
| Applicant (signature): | Patrick A Brown | Date: 3-13-20 |
| Applicant (printed): | Patrick A. Brown | |
| Property Owner (signature): | Cathy Stasny Larry Stasny | Date: 3-13-20 |
| Property Owner (printed) : | Cathy and Larry Stasny | |

*The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Patrick Brown who, being by me duly sworn, upon oath says: That (s)he is authorized by Cathy and Larry Stasny the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Patrick A Brown
Authorized Agent (*signature*)

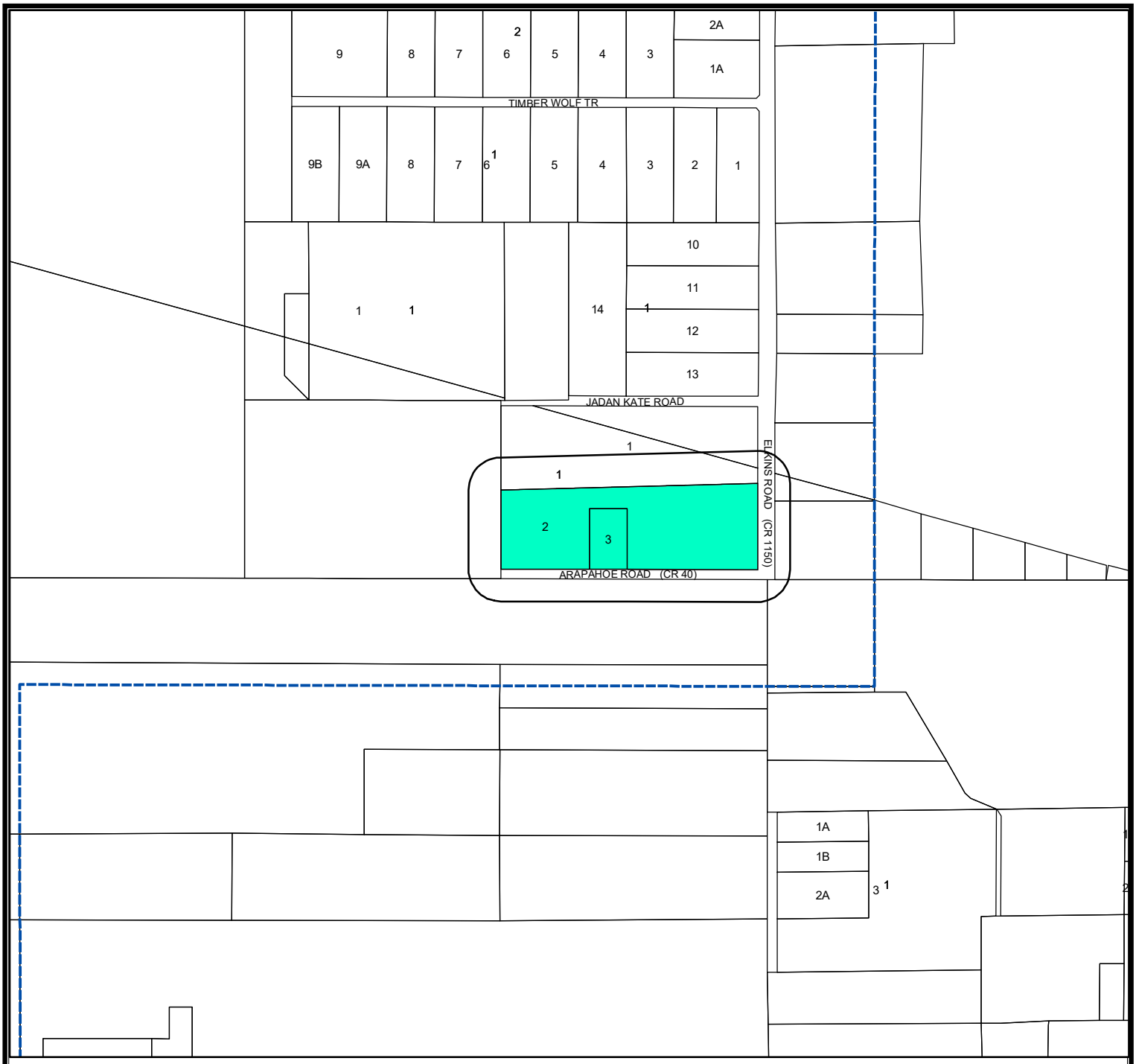
Subscribed and sworn to before me, this 13 day of March, 20 20, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

Mirna A Granados
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

| FOR OFFICE USE ONLY | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Site Plan |
| ☐ Application Fee | ☐ Site Plan in Digital Format (PDF/JPEG) |
| Check #_____ | |
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

**Z-20-0177**

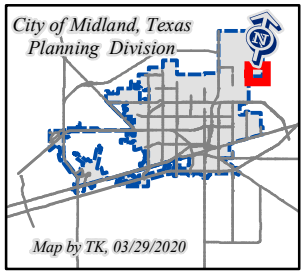
**Scale: 1" = 250'**

Consider a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to a PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas.

Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. (Council District 1)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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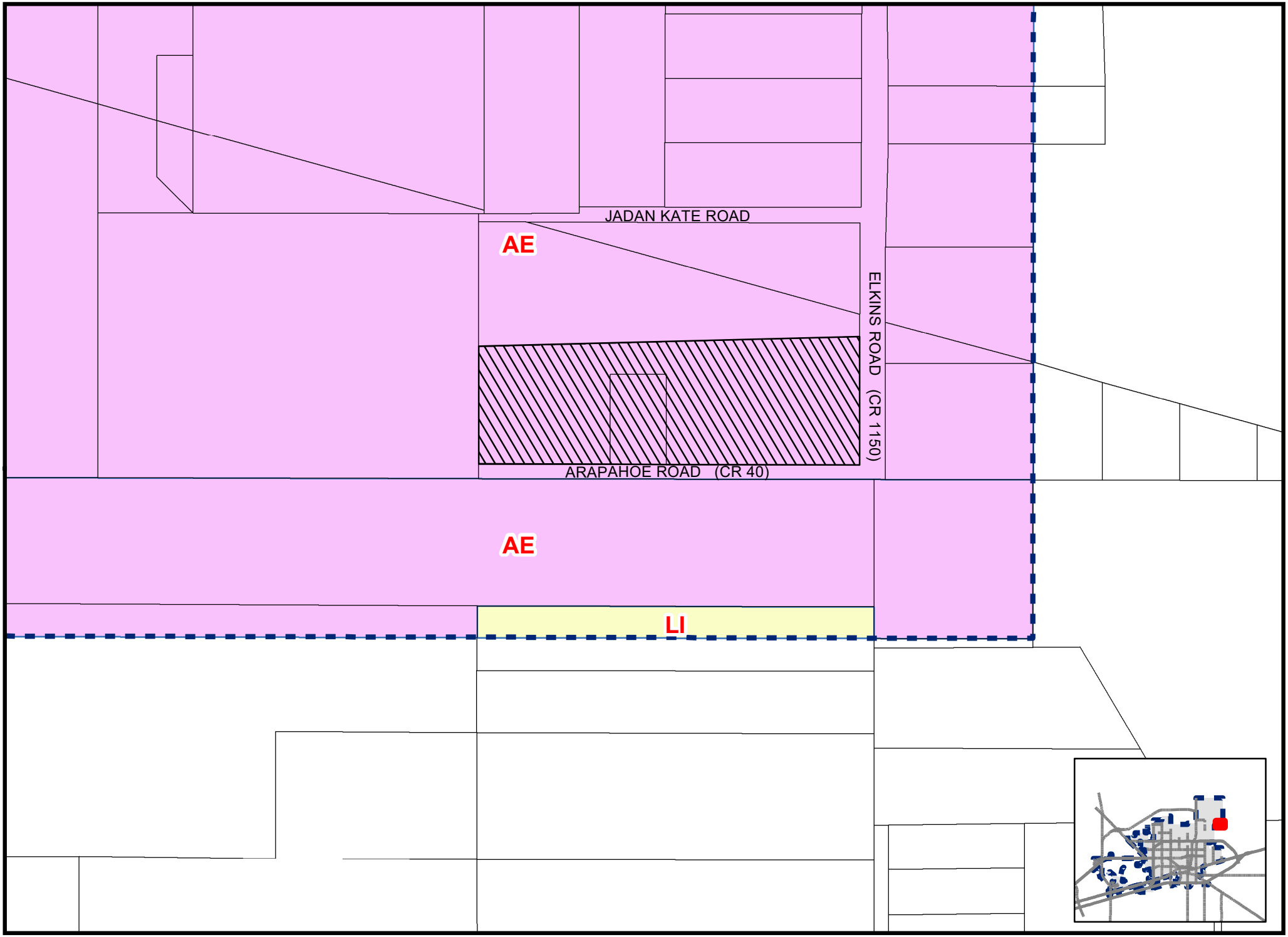
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By TK, 03/29/2020*

PACKET XXX-XX-XXXX

**Scale: 1" = 200'**

# ZONING MAP

16.25

May 26, 2020

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STOP

**City Council Meeting**

**Item Number 17**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Glenda Arroyo-Cruz, Planner
**Subject:** Consider an ordinance on a second reading on a request by Maverick Engineering for a zone change from a PD, Planned District for an Office Center to PD, Planned Development District for a Housing Development on Lot 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas. (Generally located on the north side of Corporate Drive, approximately 550-feet east of North Big Spring. Council District 2)

Approved for Agenda:

City Manager's Office

---

**Purpose:**

The applicant, Maverick Engineering, is requesting approval of a zone change for a Multi-Family dwelling development.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the city.

**Discussion:**

The properties to the north are zoned, O-2, Office District and the location of vacant land. The property to east is zoned PD, Planned District for an Office Center and the location of vacant land. The property to the south is zoned PD, Planned District for an Office Center and the location of a medical facility. The properties to the west are zoned PD, Planned District for an Office Center and the location of a funeral home and Oil and Gas office building.

**Analysis:**

The property is located at 205 Corporate Drive and is currently vacant. This lot is currently regulated by Ordinance No. 8007 with an underlying zoning of O-1, Office District and was established March of 2001. The applicant is requesting a zone change to a PD, Planned Development District for a Housing Development to construct a 101,295 square foot Multi-Family apartment complex, on a 3.958-acre tract of land. The total amount of dwelling units proposed is 124 units, which is approximately 31.33 units per acre.

The site plan provided hereto as Exhibit "A" illustrates the proposed development for the property. As stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District, D. Development Standards, 6. Private Recreation Areas,*

*a. Recreation area required.*

i. *All apartment complexes shall have at least one recreation area, in a location free of traffic hazards, easily accessible to all complex residents, and centrally located where topography permits.*

b. *Recreation Space Requirement.*

i. *Not less than eight percent of the gross complex shall be devoted to recreational facilities, generally in a central location. In large complexes (two acres or larger) these maybe decentralized.*

The recreation space required for this complex would be approximately 8,103 square feet. The development is proposing to include approximately a 6,651 square foot clubhouse located towards the front of the property. Additional amenities include a swimming pool, pavilion with a BBQ area, furnished community room and theater room. The location of said amenities are centrally located within the apartment complex and would appear accessible to future residents.

Per the zoning ordinance, Multi-Family uses must include storage areas in all apartment units. As stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District*, *D. Development Standards, 5. Storage Uses,*

*Every apartment unit shall have an enclosed storage area of not less than 30 square feet of Floor Area, eight feet high, exclusive of interior closet space.*

The development is proposing storage areas that range from approximately 10 square feet to 18 square feet in size. Studios will not have storage areas as shown on the plans provided. The proposed storage areas would not meet the minimum required; therefore, it would not meet the minimum required standards for storage areas as stated per this section of the code.

Parking requirements for Multi-Family uses should be calculated as stated per the *City of Midland: Zoning Ordinance, Section 6, Zoning and Development regulations, Off-Street Parking and Loading Requirements, D. Parking Space schedule, Multi-Family uses,*

*2. Off-street parking shall be provided to meet the requirements of the residents and their guests in each apartment project according to the following standards:*

a. *One space for each studio unit (i.e., an apartment containing only one main room)*
b. *One and one-half spaces for each one-bedroom unit,*
c. *Two spaces for each unit with two bedrooms,*
d. *Two and one-half spaces for each unit with three or more bedrooms, plus one additional space for each four units in development.*

The required parking spaces for this complex, based on the breakdown of each apartment unit tabulation shown on Exhibit “A”, would be 213 parking spaces. The total amount of parking spaces being proposed and listed on Exhibit “A” is 192 parking spaces. There will be a total of 138 uncovered parking spaces, ten (10) carport spaces, eleven (11) clubhouse spaces, seven (7) will be standard ADA and two (2) will be Van ADA. The parking spaces proposed would not meet the minimum required; therefore, it would not meet the minimum required parking spaces as stated per this section of the code.

Additionally, as stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District*, *D. Development Standards, 3. Garages,*

*A minimum of 25 percent of the total number of units in the complex shall have a one-car enclosed garage, 240 square feet minimum, attached or detached, per dwelling unit.*

The required garage units for this complex would be 31 enclosed garage units. The development is proposing twenty four (24) garage units; therefore, it would not meet the minimum required garage units as stated per this section of the code.

The elevations provided illustrates the apartment complex will be a three (3) story building. It has a proposed height of 45 feet, including the pitched roof, which meets the maximum height allowed per the MF-22, Multiple Family Dwelling District.

All proposed setbacks, minimum lot area, minimum floor areas for apartment units and building area coverage meet the minimum required stated in the MF-22, Multiple-Family Dwelling District. Additionally, the development will be required to adhere to all additional regulations described in *the City of Midland: Zoning Ordinance, Section 6. Zoning Development Regulations* and with the *City of Midland, Code of ordinances, Chapter 9. -Landscape Regulations*

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Fire: (Approved)**

No objections.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Code Compliance: (Approved)**

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

Per the Future Land Use map, this location is designated as Urban-High. Potential zoning for this area includes Multi-Family Dwelling District; therefore, this zone change is in compliance with the Future Land Use plan. The mix of complementary uses within this area is encouraged for the commodity of the public. Economic performance can be improved with proper design and attention to traffic circulation and will not disrupt the characteristics of the area.

This request was recommended for approval at the April 20, 2020 Planning and Zoning meeting.

This request was recommended for approval at the May 12, 2020 City Council meeting.

Staff recommends approval of this request for approval of a zone change subject to condition A through C.

**Conditions:**

A. **That the use and development of this property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District, except for as stated below.**

B. **That the development of this property shall significantly conform to the site plan attached hereto and incorporated herein as Exhibit "A".**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter of the City Code.**

**Letters of Objection:**

As of May 6, 2020, staff has not received any letters of objection.

**Attachments:**

Proposed Site Plan (Exhibit A)
Elevations
Apartment Unit Layouts
Building Floor Plans
Clubhouse Plans
Application
Maps
Ordinance No. 8007

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF CORPORATE DRIVE, APPROXIMATELY 550 FEET EAST OF NORTH BIG SPRING 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 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to PD, Planned Development District for a Housing Development.

**SECTION TWO.** That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-22, Multiple-Family Dwelling District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

**SECTION FOUR.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FIVE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION EIGHT.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

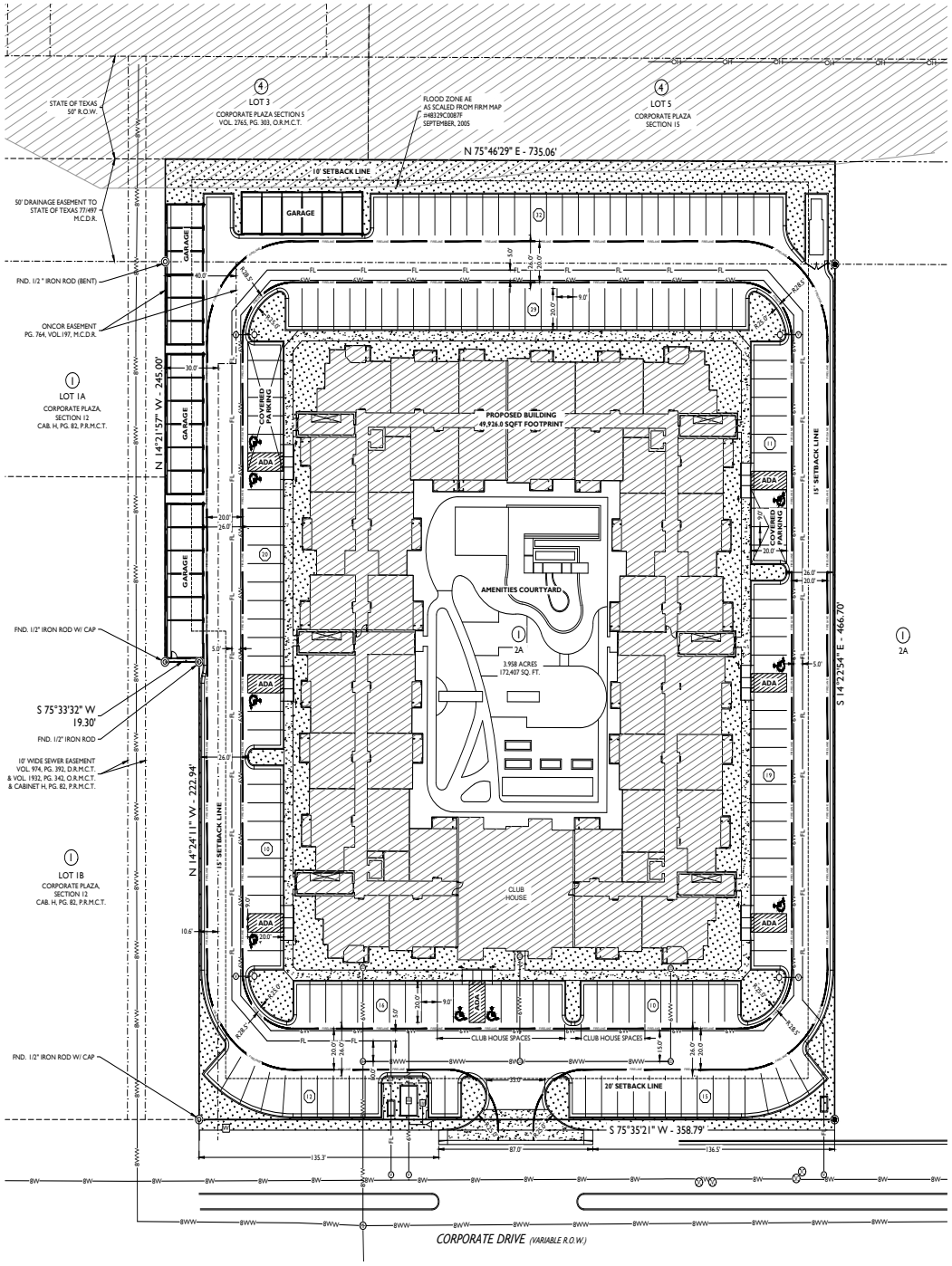
_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"




## DIMENSIONAL NOTE:

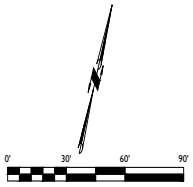
- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

## LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

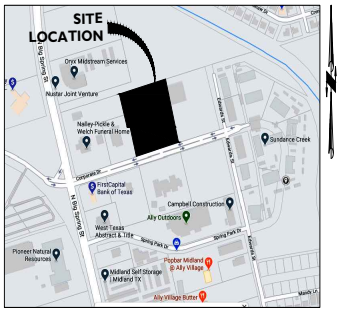
## DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ± 101,295 SQUARE FOOT BUILDING LOCATED ON LOT 2A, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET. THE DEVELOPMENT IS CURRENTLY ZONED AS A PLANNED DISTRICT.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF A SINGLE, THREE STORY STRUCTURE INTENDED FOR MULTI-FAMILY RESIDENTIAL USE.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE THREE STORIES, WITH A MAXIMUM BUILDING HEIGHT OF 45'.
- ACCESS: THE SITE IS PLANNED TO HAVE TWO (2) ACCESS POINTS, BOTH OFF OF CORPORATE DRIVE. BOTH ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 192 PARKING SPACES. BUILDING CONTAINS 124 UNITS, OR 1.55 PARKING SPOTS PER UNIT. 192 SPACES INCLUDE 10 AS COVERED SPACES, 24 AS GARAGE SPACES, 7 AS STANDARD ADA SPACES, 2 AS VAN ACCESSIBLE ADA SPACES, 11 ARE CLUB HOUSE SPACES, AND 138 AS UNCOVERED SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS FROM A SITE COMPACTION UNIT.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.
- AMENITIES: AMENITIES WILL INCLUDE A 6,651 SQFT CLUBHOUSE, SWIMMING POOL, PAVILION WITH BBQ, FURNISHED COMMUNITY ROOM, FURNISHED FITNESS ROOM, AND THEATER ROOM.




## LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- 8W — DENOTES EXISTING 8" WATERMAIN
- 8WW — DENOTES EXISTING 8" WASTEWATER LINE
- DENOTES PROPOSED MANHOLE
- DENOTES PROPOSED CLEANOUT
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED CAP
- DENOTES PROPOSED IRRIGATION METER
- DENOTES PROPOSED LOT LINE
- DENOTES PROPOSED EASEMENT
- 2W — DENOTES PROPOSED 2" WATERMAIN
- 6W — DENOTES PROPOSED 6" WATERMAIN
- FL — DENOTES PROPOSED 6" FIRE LINE
- 6WW — DENOTES PROPOSED 6" WASTE WATER LINE
- 8WW — DENOTES PROPOSED 8" WASTE WATER LINE
- DENOTES PROPOSED FIRE LANE
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED FLOOD ZONE AE
- DENOTES PROPOSED LANDSCAPE
- (92) DENOTES PARKING SPACE COUNT




## VICINITY MAP

N.T.S.

## FEMA FIRM NOTES:

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | DATE OF FIRM | ZONE | BASE FLOOD ELEVATION |
|---|---|---|---|---|---|
| 48329 | 87 | F | 09/16/2005 | X | N/A |
| 48329 | 87 | F | 09/16/2005 | AE | 2782' & 2780' |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ENGINEERING FIRM #: F-10089
SURVEYING FIRM #: LS-10194
Tel. (432) 262-0999 Fax (432) 262-0989
www.Maverick-Eng.com


| BY | APPR. | DATE |
|---|---|---|
| | | |

REVISIONS

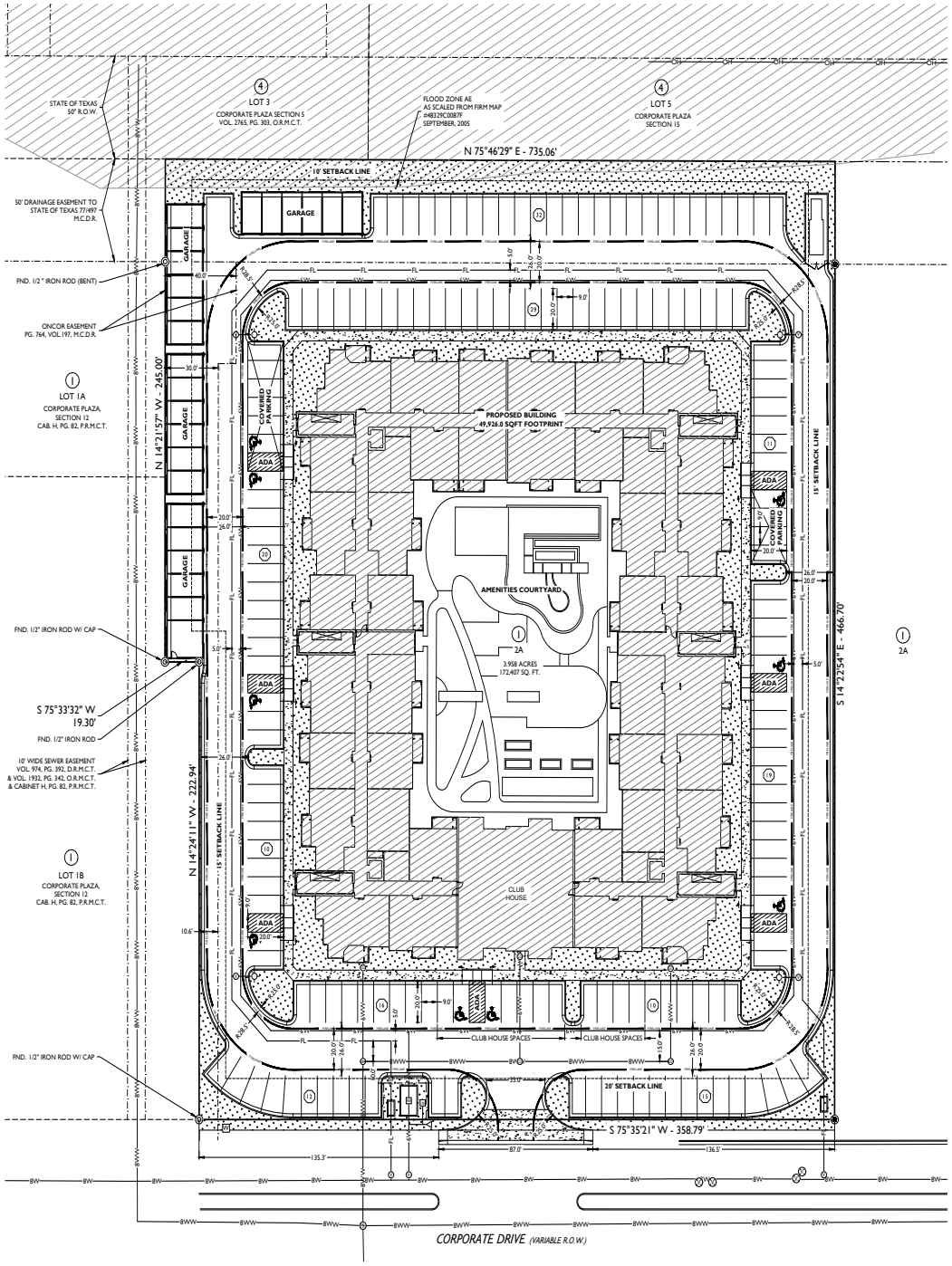
| | |
|---|---|
| DRAWN BY: | TDE |
| CHECKED BY: | MJD |
| APPROVED BY: | ASM |
| DATE: | 04/16/2020 |
| JOB: | 2000.34 |

# ZONING SITE PLAN
# MERRITT EDGE
BEING LOT 2A, BLOCK 01,
CORPORATE PLAZA ADDITION, SECTION 21,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

**PRELIMINARY REVIEW:**

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106573 AND MAVERICK ENGINEERING (FIRM # F-10089) ON THE DAY 04/16/2020, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SP-01




## DIMENSIONAL NOTE:

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0' 30' 60' 90'
SCALE 1" = 30'

## LEGEND

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- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED CAP
- DENOTES PROPOSED IRRIGATION METER
- DENOTES PROPOSED LOT LINE
- DENOTES PROPOSED EASEMENT
- DENOTES PROPOSED 2" WATERMAIN
- DENOTES PROPOSED 6" WATERMAIN
- DENOTES PROPOSED 6" FIRE LINE
- DENOTES PROPOSED 6" WASTE WATER LINE
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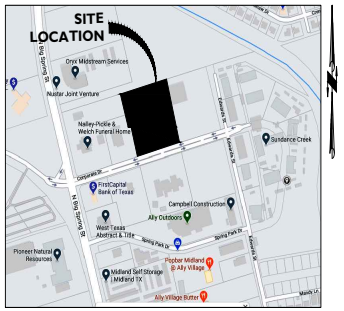
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED FLOOD ZONE AE
- DENOTES PROPOSED LANDSCAPE
- DENOTES PARKING SPACE COUNT




## VICINITY MAP

N.T.S.

## FEMA FIRM NOTES:

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | DATE OF FIRM | ZONE | BASE FLOOD ELEVATION |
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| BY | APPR. | DATE |
|---|---|---|
| | | |

REVISIONS

| | |
|---|---|
| DRAWN BY: | TDE |
| CHECKED BY: | MJD |
| APPROVED BY: | ASM |
| DATE: | 04/16/2020 |
| JOB: | 2000134 |

# ZONING SITE PLAN
# MERRITT EDGE
BEING LOT 2A, BLOCK 01,
CORPORATE PLAZA ADDITION, SECTION 21,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

**PRELIMINARY REVIEW:**

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106573 AND MAVERICK ENGINEERING (FIRM # F-10089) ON THE DAY 04/16/2020, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

**SP-01**

| MATERIALS | |
|---|---|
| LAP SIDING: | 66% |
| STONE: | 34% |
| TOTAL: | 100% |

# BUILDING TYPE 'A' - REAR ELEVATION

1/32"=1'-0"

| MATERIALS | |
|---|---|
| LAP SIDING: | 61% |
| STONE: | 39% |
| TOTAL: | 100% |

# BUILDING TYPE 'A' - FRONT ELEVATION

1/32"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.3
BUILDING 'A' ELEVATIONS

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PACKET
17.40
May 26, 2020

| MATERIALS | |
|---|---|
| LAP SIDING: | 62% |
| STONE: | 38% |
| TOTAL: | 100% |

# BUILDING TYPE 'A' - LEFT ELEVATION

1/32"=1'-0"

| MATERIALS | |
|---|---|
| LAP SIDING: | 63% |
| STONE: | 37% |
| TOTAL: | 100% |

# BUILDING TYPE 'A' - RIGHT ELEVATION

1/32"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.4
BUILDING 'A' ELEVATIONS

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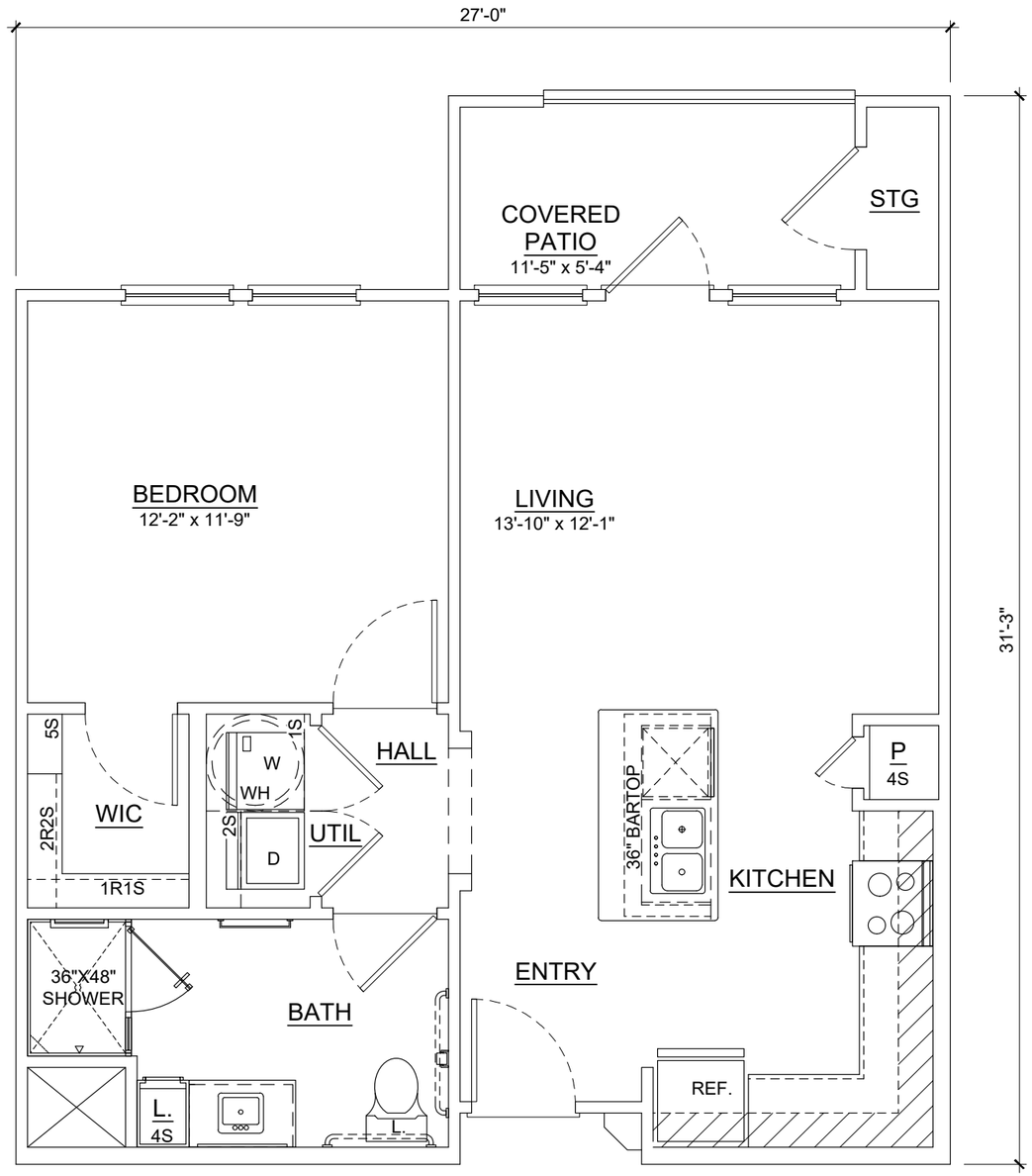


UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## UNIT A1 - ONE BEDROOM, ONE BATH 682 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 66 S.F.
STORAGE = 15 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.0

UNIT A1

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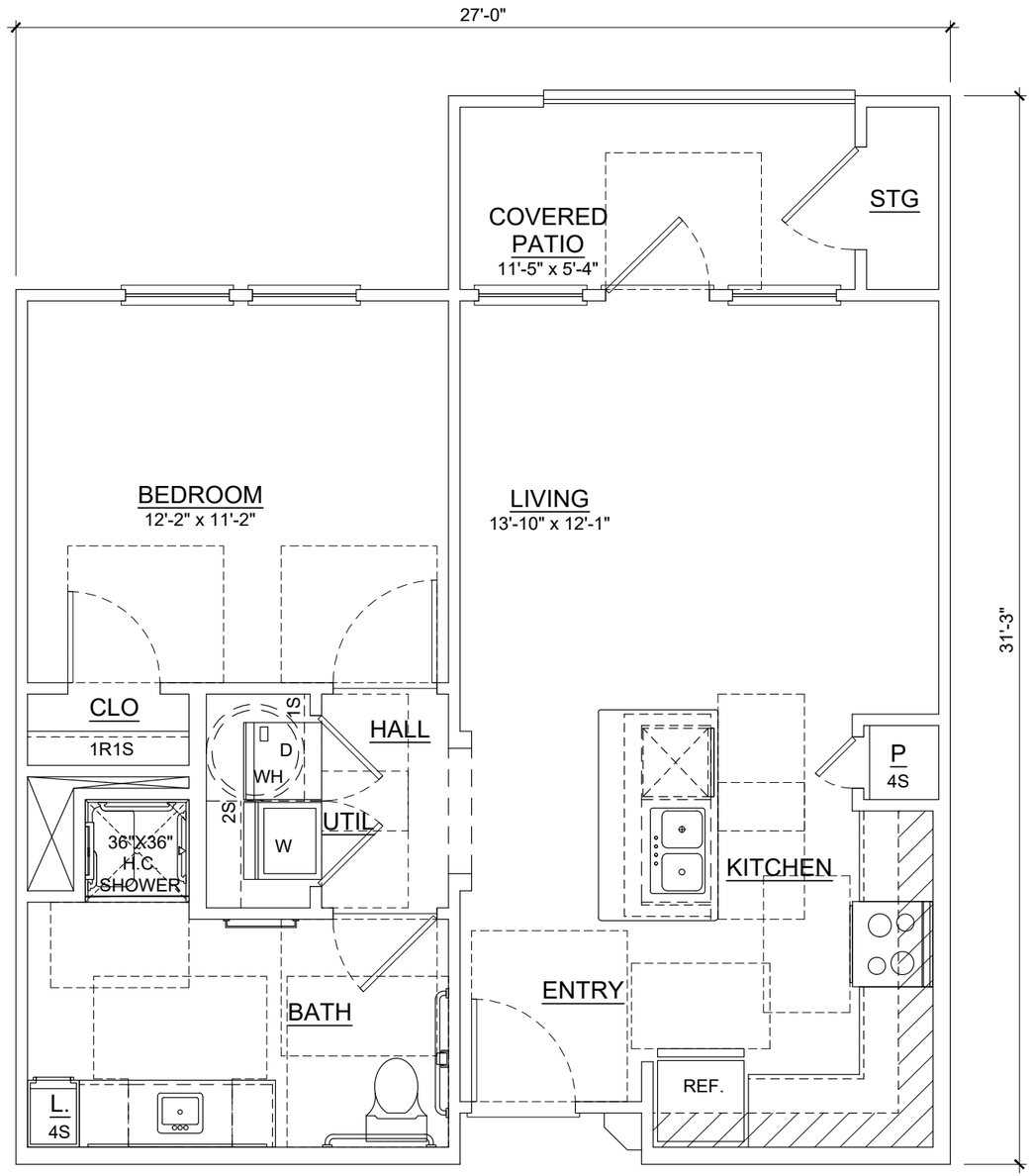
May 26, 2020




UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## UNIT A1 HC - ONE BEDROOM, ONE BATH 682 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 66 S.F.
STORAGE = 15 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.1

UNIT A1 HC

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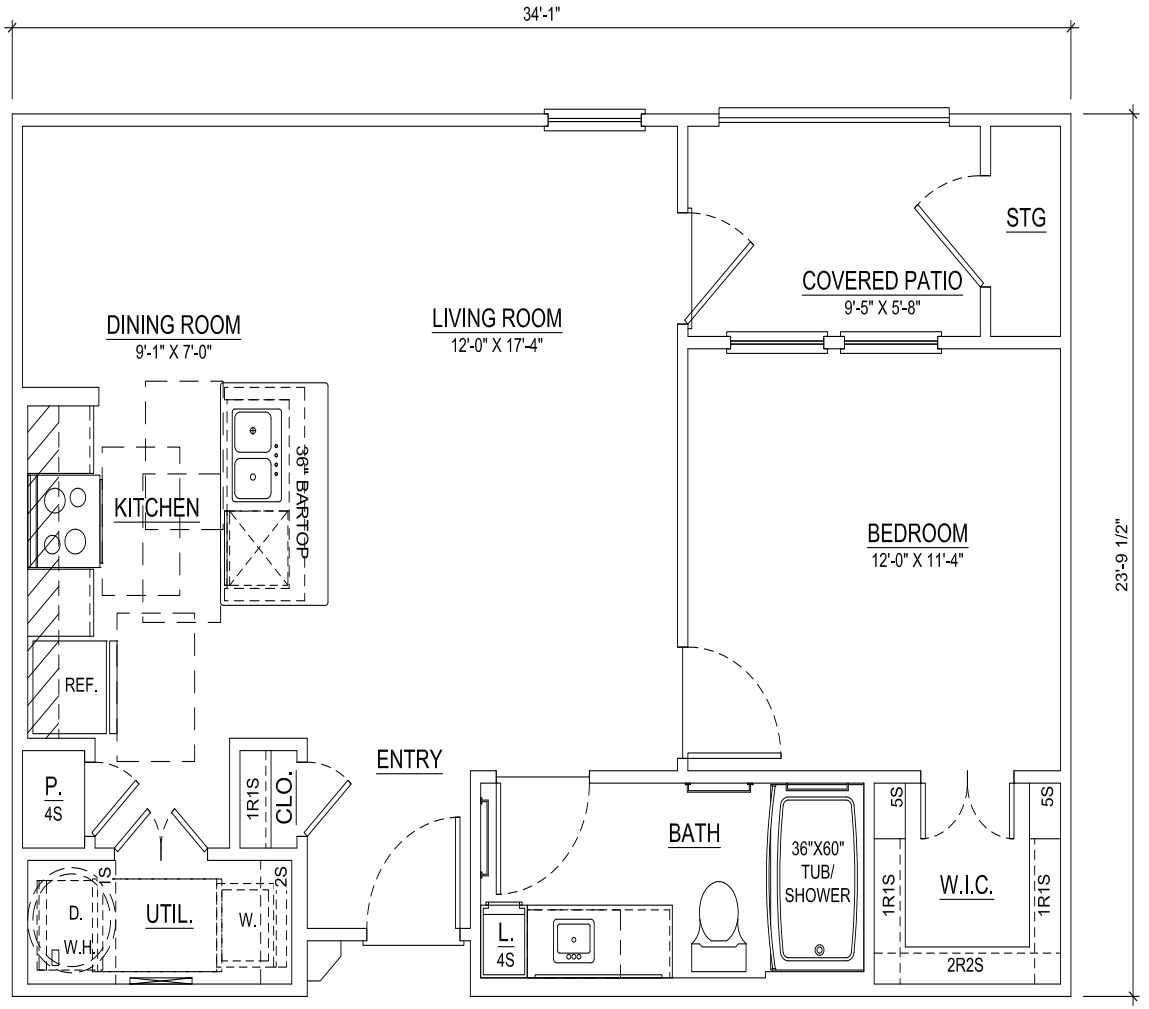


UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## A2 UNIT - ONE BEDROOM, ONE BATH 720 S.F.

SCALE 1/4" = 1' - 0"

RATIO .65 S.F.
STORAGE = 12 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.2
UNIT A2

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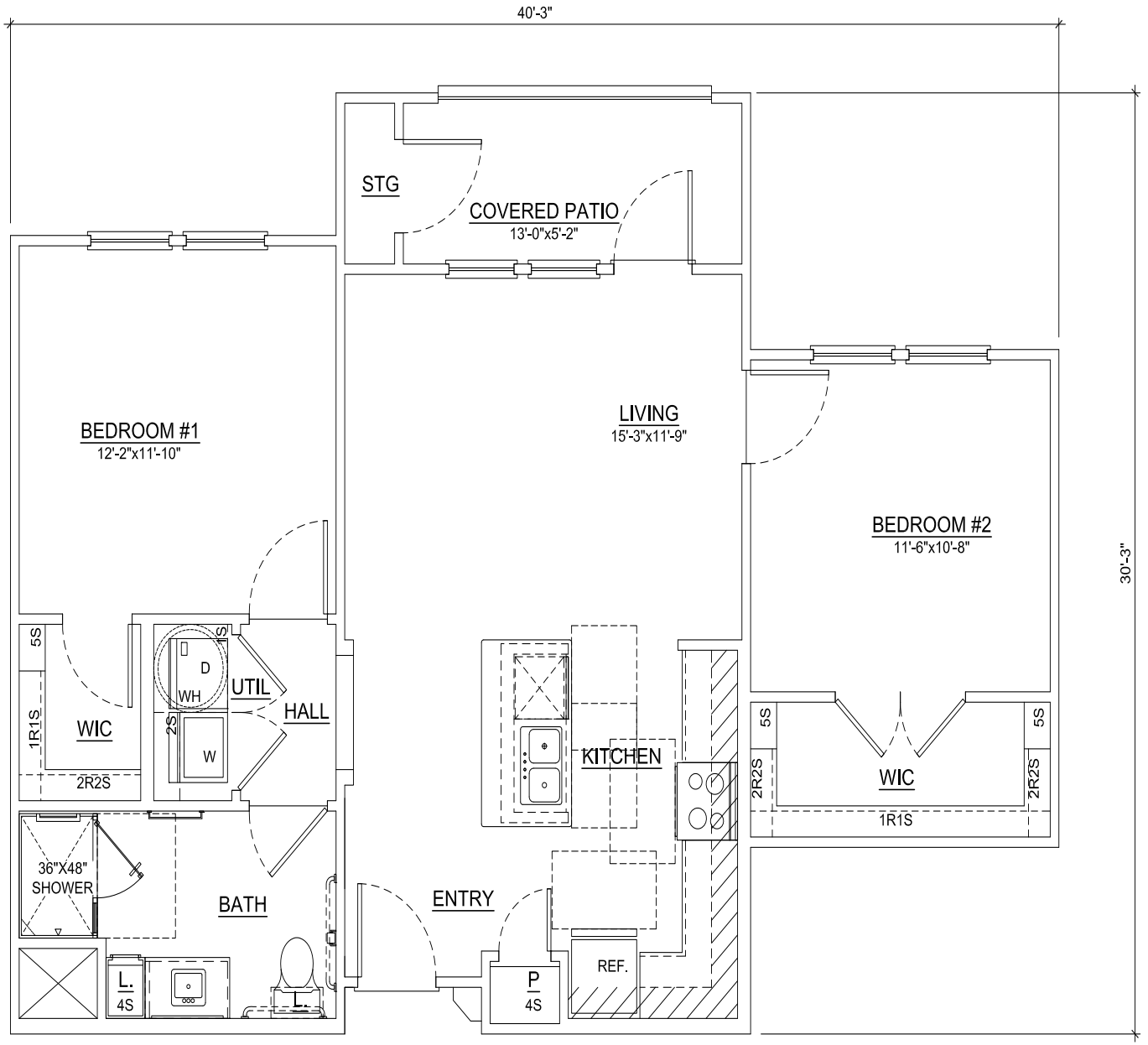


UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## UNIT B1 - TWO BEDROOM, ONE BATH 896 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 53 S.F.

STORAGE = 14 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.3

UNIT B1

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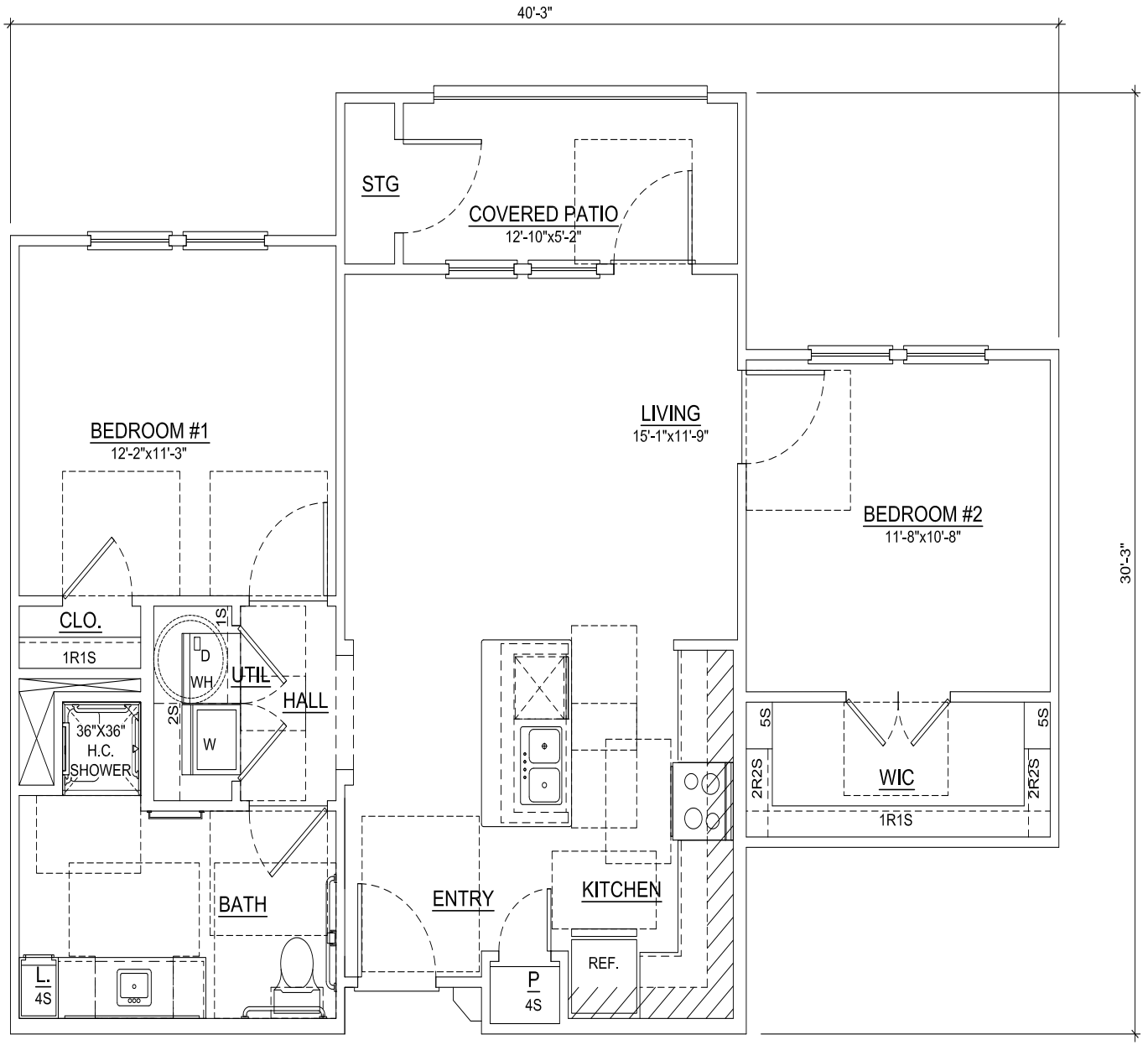


UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## UNIT B1 HC - TWO BEDROOM, ONE BATH 896 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 52 S.F.

STORAGE = 14 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.4

UNIT B1 HC

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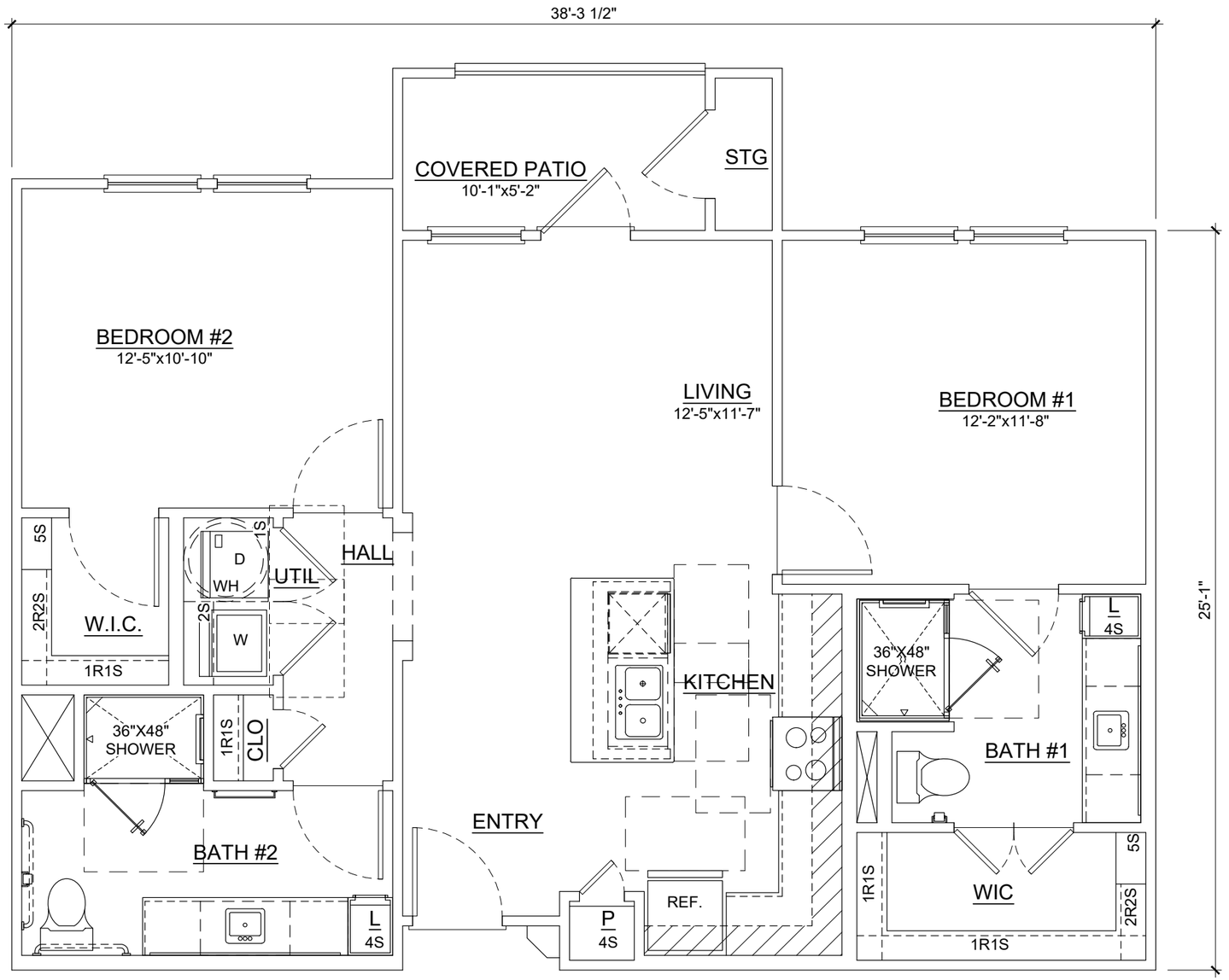


UNIT AMENITIES

-NINE FOOT CEILINGS
-COVERED PATIOS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS
-STORAGE CLOSET GREATER THAN 10 S.F.

## UNIT B2 - TWO BEDROOM, TWO BATH — 975 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 118 S.F.
STORAGE = 18 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.5
UNIT B2

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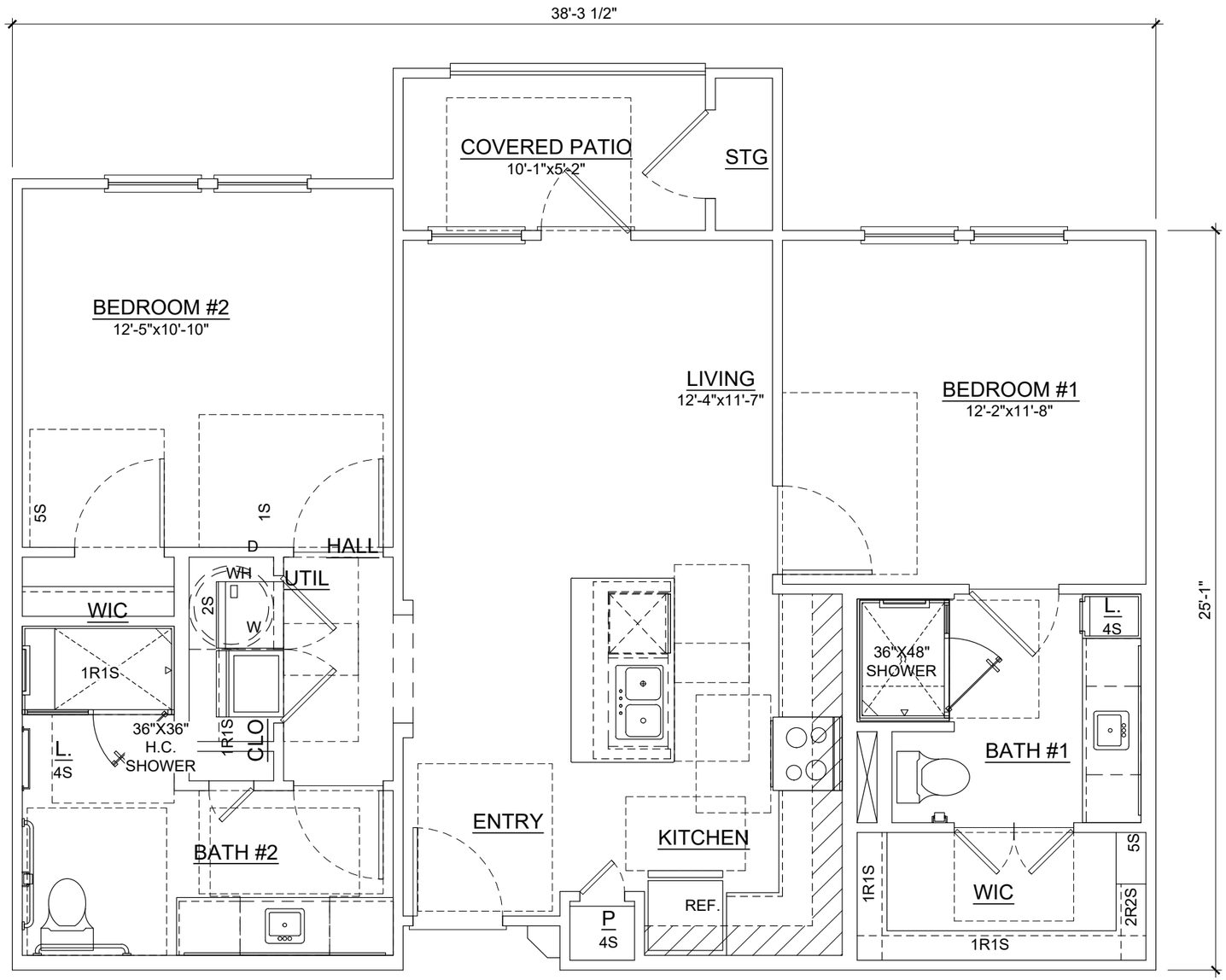
17.47
May 26, 2020




UNIT AMENITIES

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## UNIT B2 HC - TWO BEDROOM, TWO BATH 975 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 118 S.F.
STORAGE = 18 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.6
UNIT B2 HC

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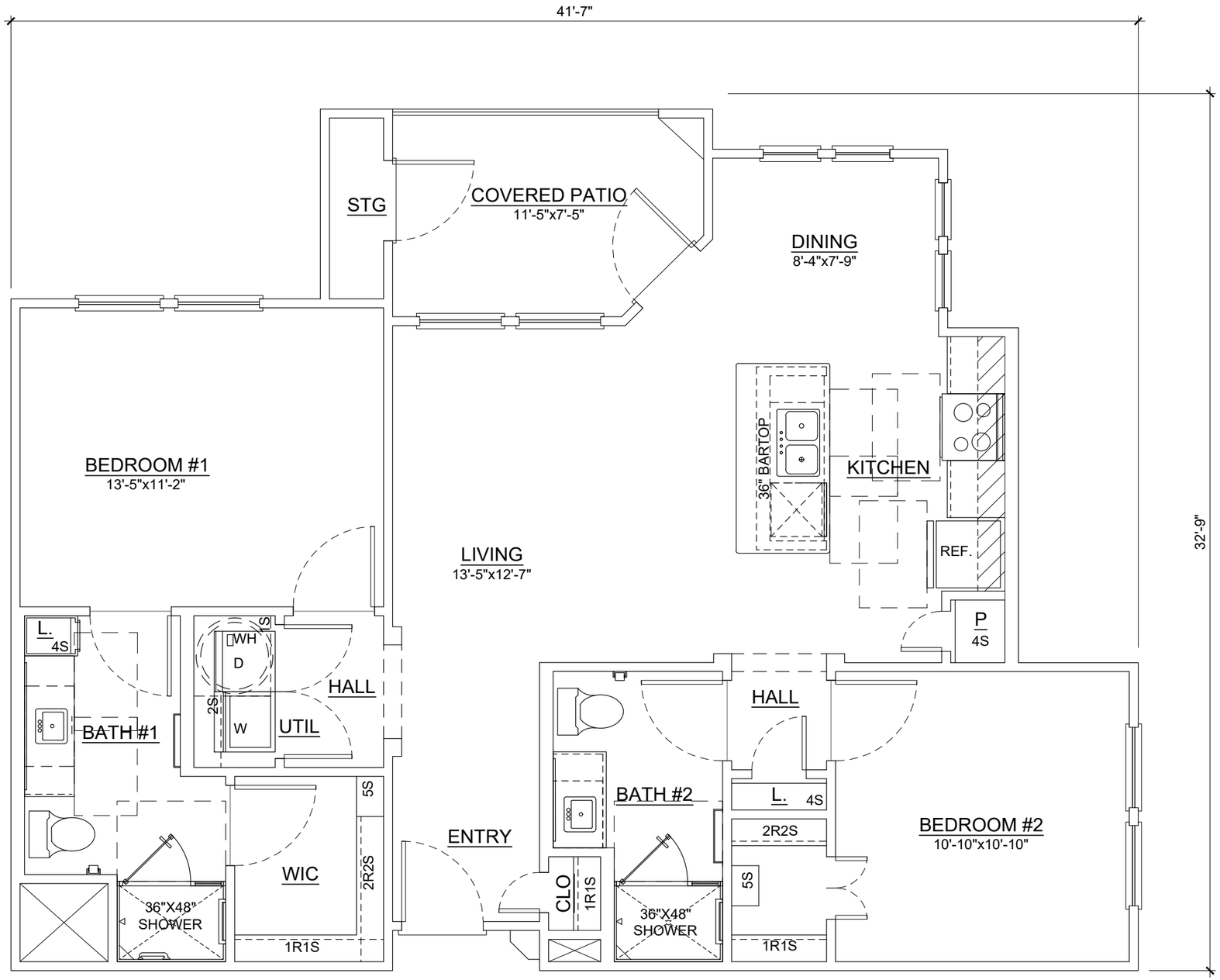


UNIT AMENITIES

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-30% MASONRY ON EXTERIOR
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-STORAGE CLOSET GREATER THAN 10 S.F.

# UNIT B3 CORNER UNIT - TWO BEDROOM, TWO BATH 1020 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 118 S.F.

STORAGE = 18 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.7
UNIT B3

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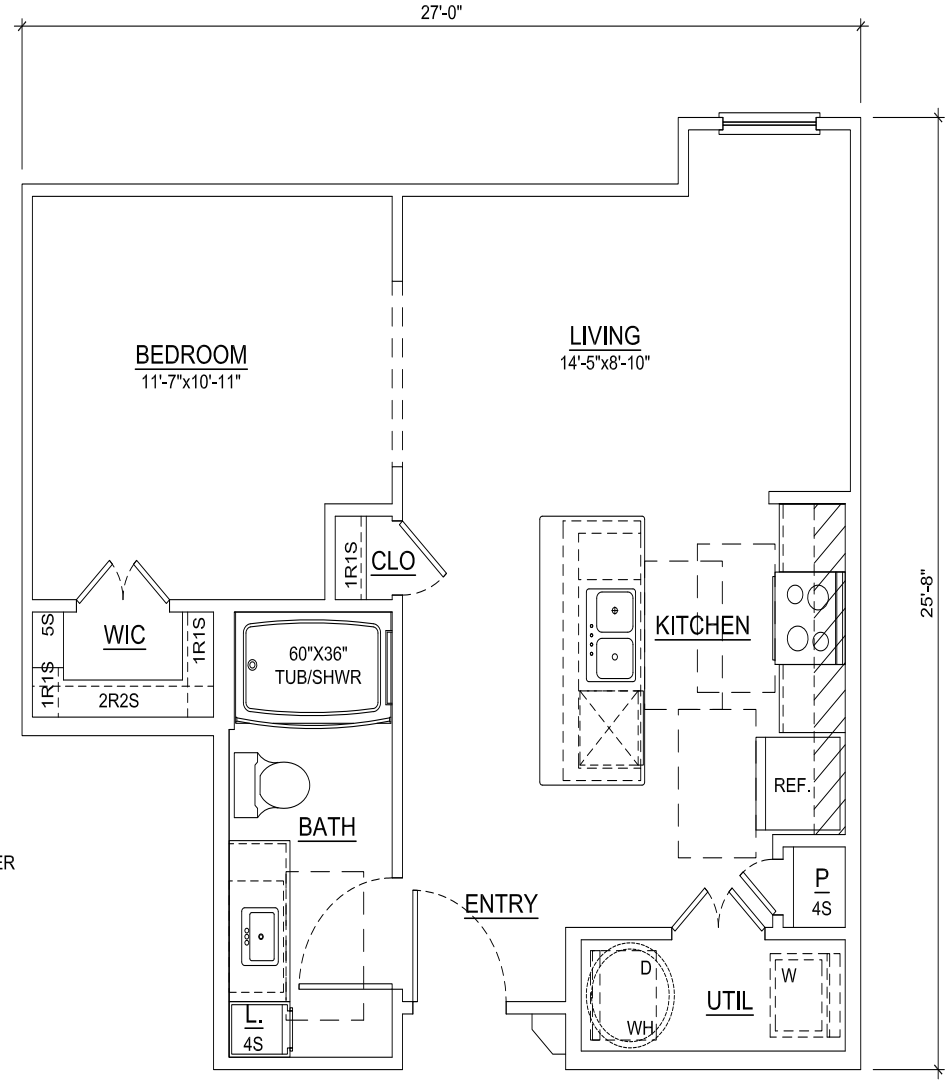
17.49
May 26, 2020




-NINE FOOT CEILINGS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS

## UNIT E1 - STUDIO, ONE BATH — 600 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 0 S.F.

STORAGE = 0 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.8
UNIT E1

Copyright © 2020

FIRST FLOOR S.F. TOTALS
SECTION I - REFER TO A4.0

SECTION II

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |

SECTION III

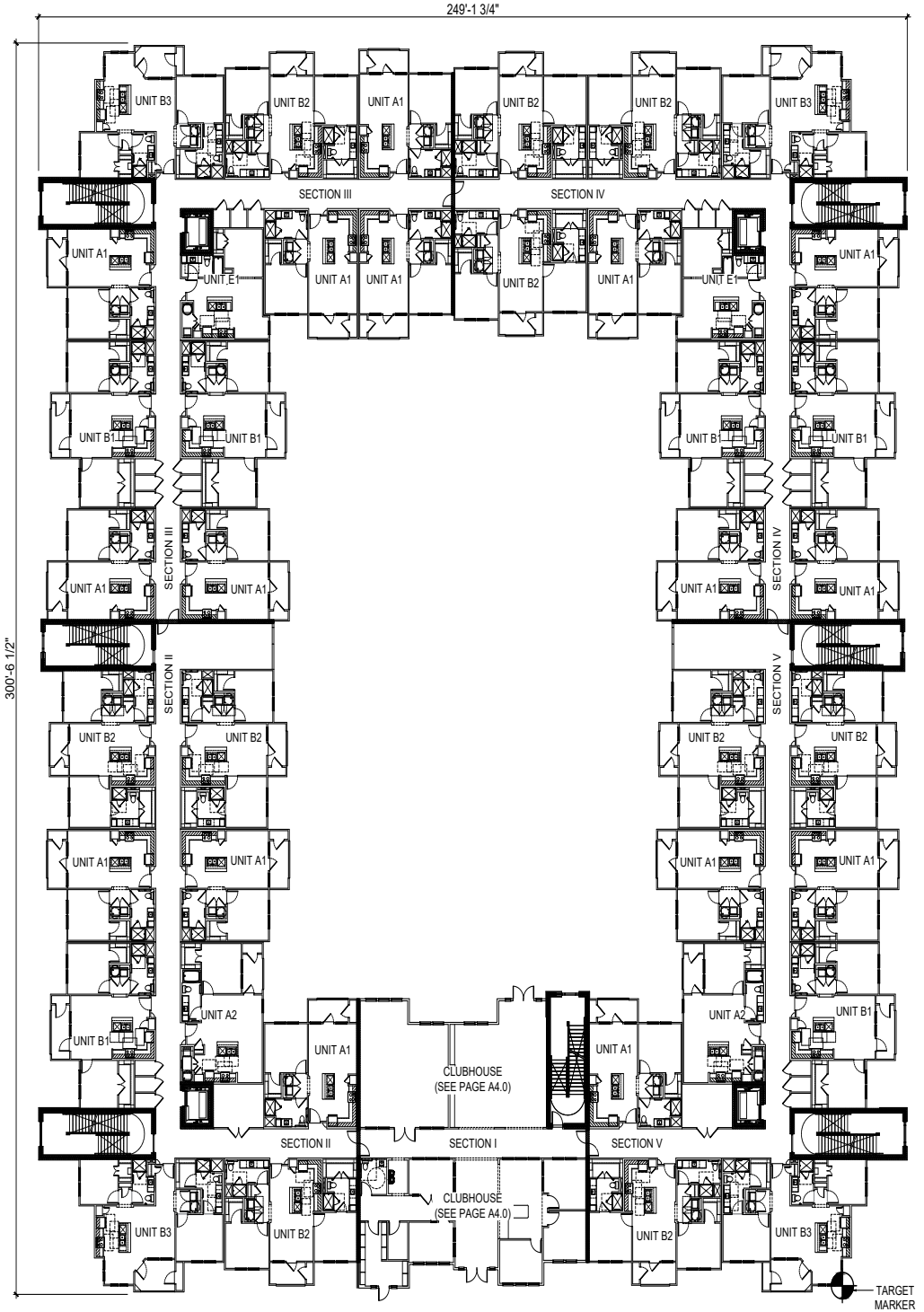
| | |
|---|---|
| -NET RENTABLE AREA | 8,479 S.F. |
| -COMMON AREA | 1,791 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,601 S.F. |
| -PRIVATE COVERED PATIO | 626 S.F. |
| -PRIVATE OUTSIDE STORAGE | 106 S.F. |

SECTION IV

| | |
|---|---|
| -NET RENTABLE AREA | 9,254 S.F. |
| -COMMON AREA | 1,791 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,870 S.F. |
| -PRIVATE COVERED PATIO | 610 S.F. |
| -PRIVATE OUTSIDE STORAGE | 102 S.F. |

SECTION V

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |




# BUILDING TYPE 'A' - FIRST FLOOR PLAN

1" = 1'-0"

PACKET 17.51 May 26, 2020

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.0
BUILDING 'A'
FLOOR PLAN

Copyright © 2020

SECOND FLOOR S.F. TOTALS
SECTION I - REFER TO A4.0

SECTION II

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |

SECTION III

| | |
|---|---|
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| -PRIVATE OUTSIDE STORAGE | 106 S.F. |

SECTION IV

| | |
|---|---|
| -NET RENTABLE AREA | 9,254 S.F. |
| -COMMON AREA | 1,791 S.F. |
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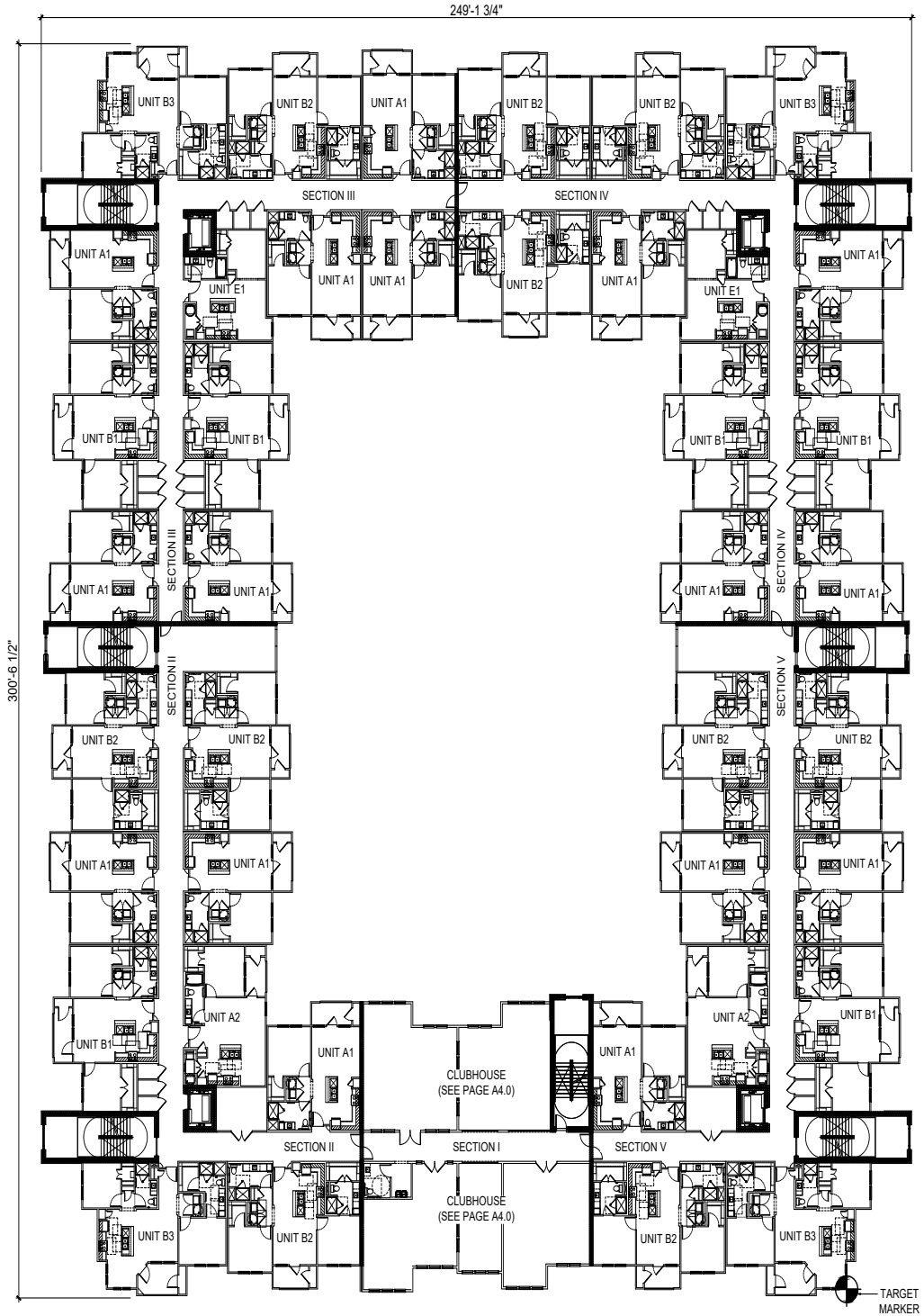
| -PRIVATE COVERED PATIO | 610 S.F. |
| -PRIVATE OUTSIDE STORAGE | 102 S.F. |

SECTION V

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |




# BUILDING TYPE 'A' - SECOND FLOOR PLAN

3/16" = 1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.1
BUILDING 'A' FLOOR PLAN
Copyright © 2020

THIRD FLOOR S.F. TOTALS

SECTION I

| | |
|---|---|
| -NET RENTABLE AREA | 2,046 S.F. |
| -COMMON AREA | 757 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 757 S.F. |
| -PRIVATE COVERED PATIO | 232 S.F. |
| -PRIVATE OUTSIDE STORAGE | 42 S.F. |

SECTION II

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |

SECTION III

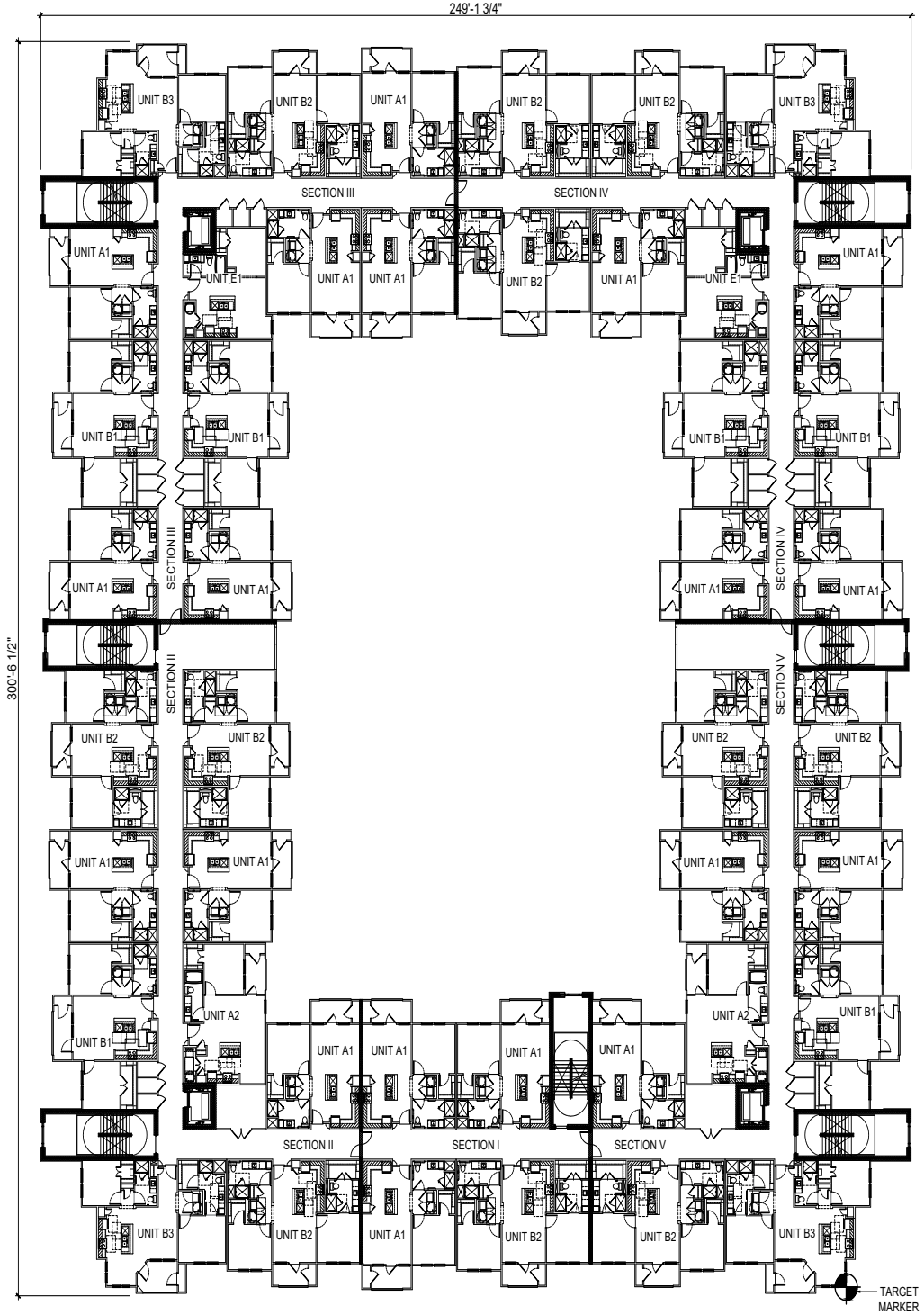
| | |
|---|---|
| -NET RENTABLE AREA | 8,479 S.F. |
| -COMMON AREA | 1,791 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,601 S.F. |
| -PRIVATE COVERED PATIO | 626 S.F. |
| -PRIVATE OUTSIDE STORAGE | 106 S.F. |

SECTION IV

| | |
|---|---|
| -NET RENTABLE AREA | 9,254 S.F. |
| -COMMON AREA | 1,791 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,870 S.F. |
| -PRIVATE COVERED PATIO | 610 S.F. |
| -PRIVATE OUTSIDE STORAGE | 102 S.F. |

SECTION V

| | |
|---|---|
| -NET RENTABLE AREA | 6,034 S.F. |
| -COMMON AREA | 2,382 S.F. |
| -STAIRWAYS, BREEZEWAYS, AND CORRIDORS | 1,877 S.F. |
| -PRIVATE COVERED PATIO | 536 S.F. |
| -PRIVATE OUTSIDE STORAGE | 94 S.F. |




# BUILDING TYPE 'A' - THIRD FLOOR PLAN

3/4" = 1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

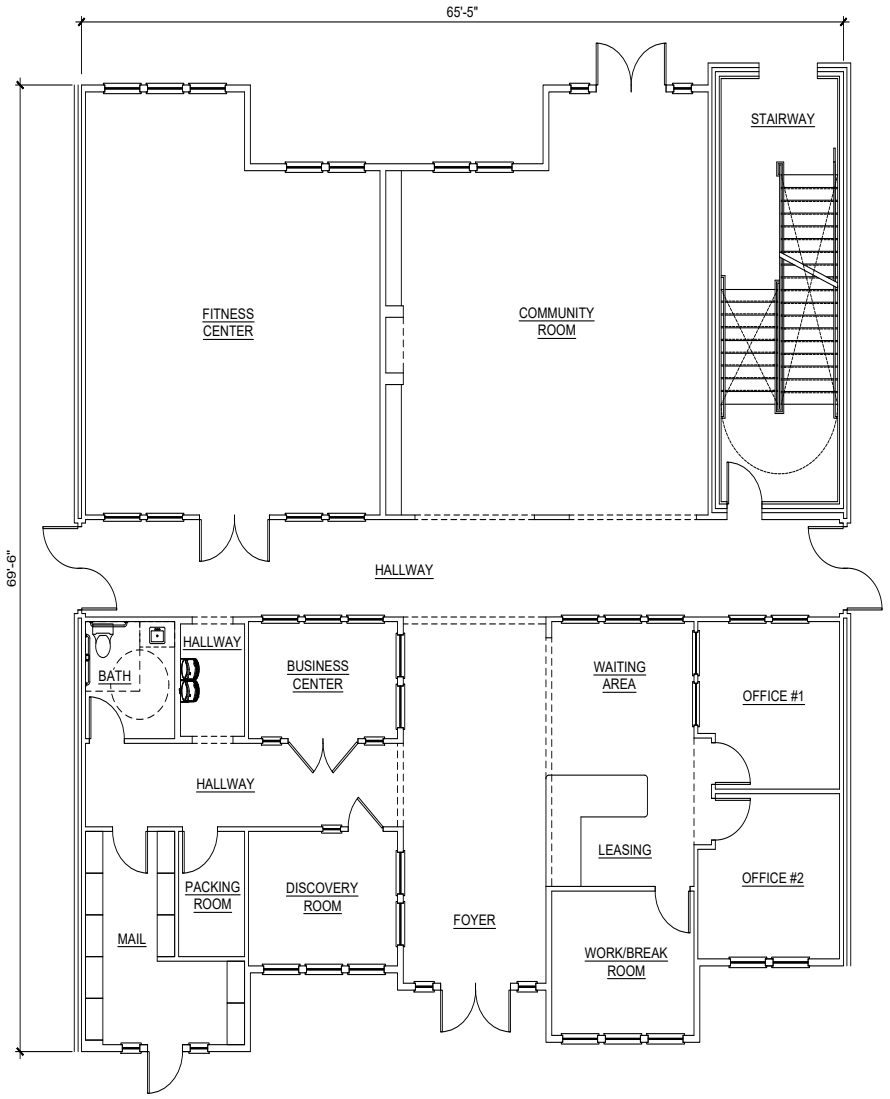
A3.2

BUILDING 'A'
FLOOR PLAN

Copyright © 2020

EMPLOYEE AND TENANT FLOOR AREA - FIRST FLOOR

| | |
|---|---|
| CONDITIONED SPACE S.F. | |
| EMPLOYEE ONLY S.F. | |
| OFFICE #1 | 140 S.F. |
| OFFICE #2 | 140 S.F. |
| PACKAGE ROOM | 51 S.F. |
| WORK/ BREAK ROOM | 126 S.F. |
| FIRST FLOOR EMPLOYEE ONLY S.F. | 457 S.F. |
| | |
| TENANT ACCESS S.F. | |
| COMMUNITY ROOM | 762 S.F. |
| FITNESS CENTER | 703 S.F. |
| HALLWAY | 660 S.F. |
| FOYER | 322 S.F. |
| STAIRWAY | 301 S.F. |
| BUSINESS CENTER | 107 S.F. |
| DISCOVERY ROOM | 132 S.F. |
| WAITING AREA | 139 S.F. |
| LEASING | 101 S.F. |
| BATH | 64 S.F. |
| | |
| FIRST FLOOR TENANT ACCESS S.F. | 3,291 S.F. |
| FIRST FLOOR CLUB SPACE S.F. | 3,748 S.F. |
| | |
| FIRST FLOOR COMMON AREA | 3,571 S.F. |




# CLUBHOUSE - FIRST FLOOR PLAN

1/8"=1'-0"

MERRITT EDGE
MIDLAND, TEXAS

A4.0
CLUBHOUSE FLOOR PLAN

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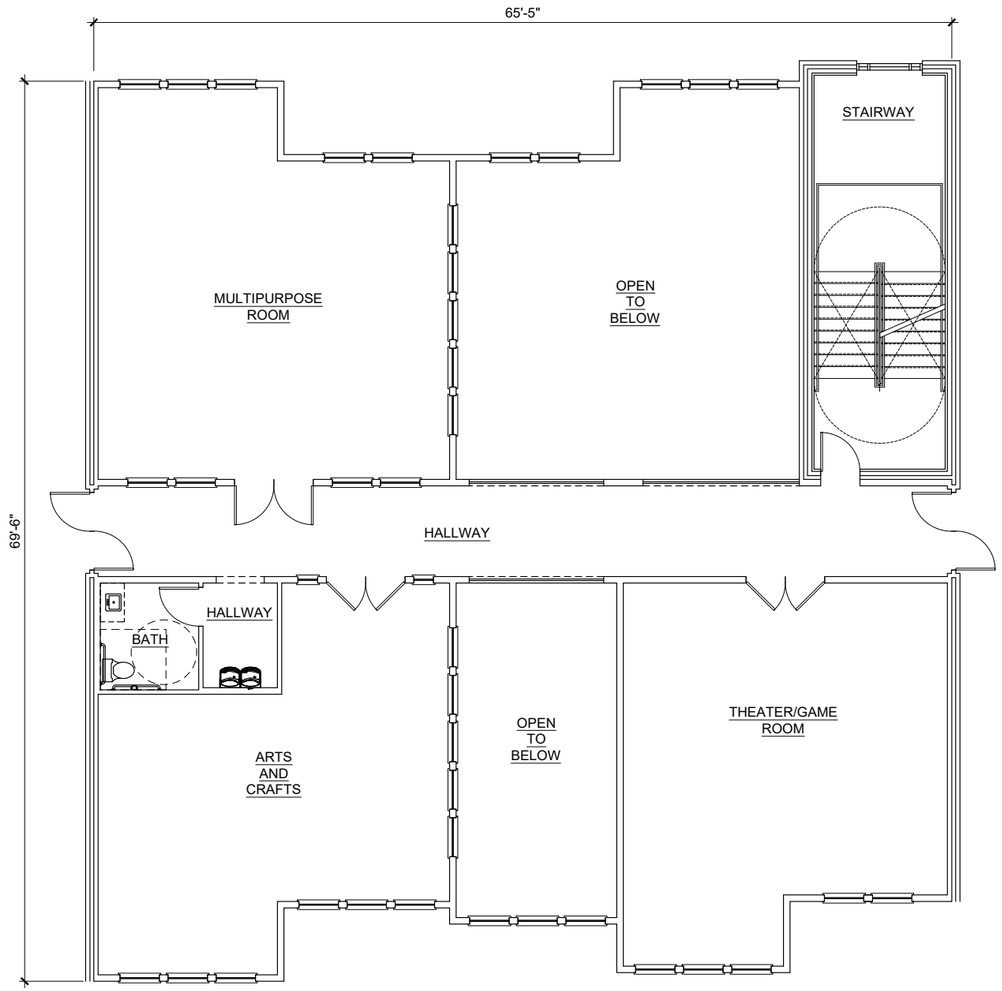
EMPLOYEE AND TENANT FLOOR AREA - SECOND FLOOR
CONDITIONED SPACE S.F.
EMPLOYEE ONLY S.F. - N/A

SECOND FLOOR EMPLOYEE ONLY S.F. - N/A

TENANT ACCESS S.F.

| | |
|---|---|
| MULTI-PURPOSE ROOM | 703 S.F. |
| THEATRE | 662 S.F. |
| HALLWAY | 498 S.F. |
| STAIRWAY | 301 S.F. |
| BATH | 64 S.F. |

| | |
|---|---|
| SECOND FLOOR TENANT ACCESS S.F. | 2,228 S.F. |
| SECOND FLOOR CLUB SPACE S.F. | 2,228 S.F. |
| OPEN BELOW | 1,078 S.F. |
| SECOND FLOOR COMMON AREA | 2,228 S.F. |




# CLUBHOUSE - SECOND FLOOR PLAN

1/8"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A4.1
CLUBHOUSE FLOOR PLAN

Copyright © 2020

 
PACKET
17.55
May 26, 2020

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: 2-20-0172

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: Kestrel Construction, LLC | | Phone ( ) Email | |
|---|---|---|---|
| Address PO Box 50655 | City Midland | State TX | Zip 79710 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew L. Mellen, PE | | Phone (432) 262-0999 Email amellen@maverick-eng.com | |
|---|---|---|---|
| Address 1909 W. Wall St. Suite K | City Midland | State TX | Zip 79701 |

**Street Address:** 205 Corporate Drive

**Legal Description**
Lot: 2A Block: 1 Subdivision: Corporate Plaza Section 20

**Current Zoning:** PD

**Proposed Zone:** PDHD
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** Advance the proposed project of a multi-family housing development.

**Present Use of Property:** Vacant

**Proposed Use of Property:** Mulit-family housing

**How would this zone change affect the public health, safety and welfare?** Will bring a much needed increase in the supply of and contribute to the overall leased/rent housing market in Midland

**Describe how conditions affecting the property have changed since present zoning designation:** None known.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Andrew L Mellen | Date: 2/25/20 |
| Applicant (printed): Andrew Mellen | |
| Property Owner (signature): Kirk E Smith | Date: 2.25.20 |
| Property Owner (printed) : KIRK E. SMITH | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Kestrel Construction, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 26th day of February, 20 20, to certify which witness my hand and seal of office.

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

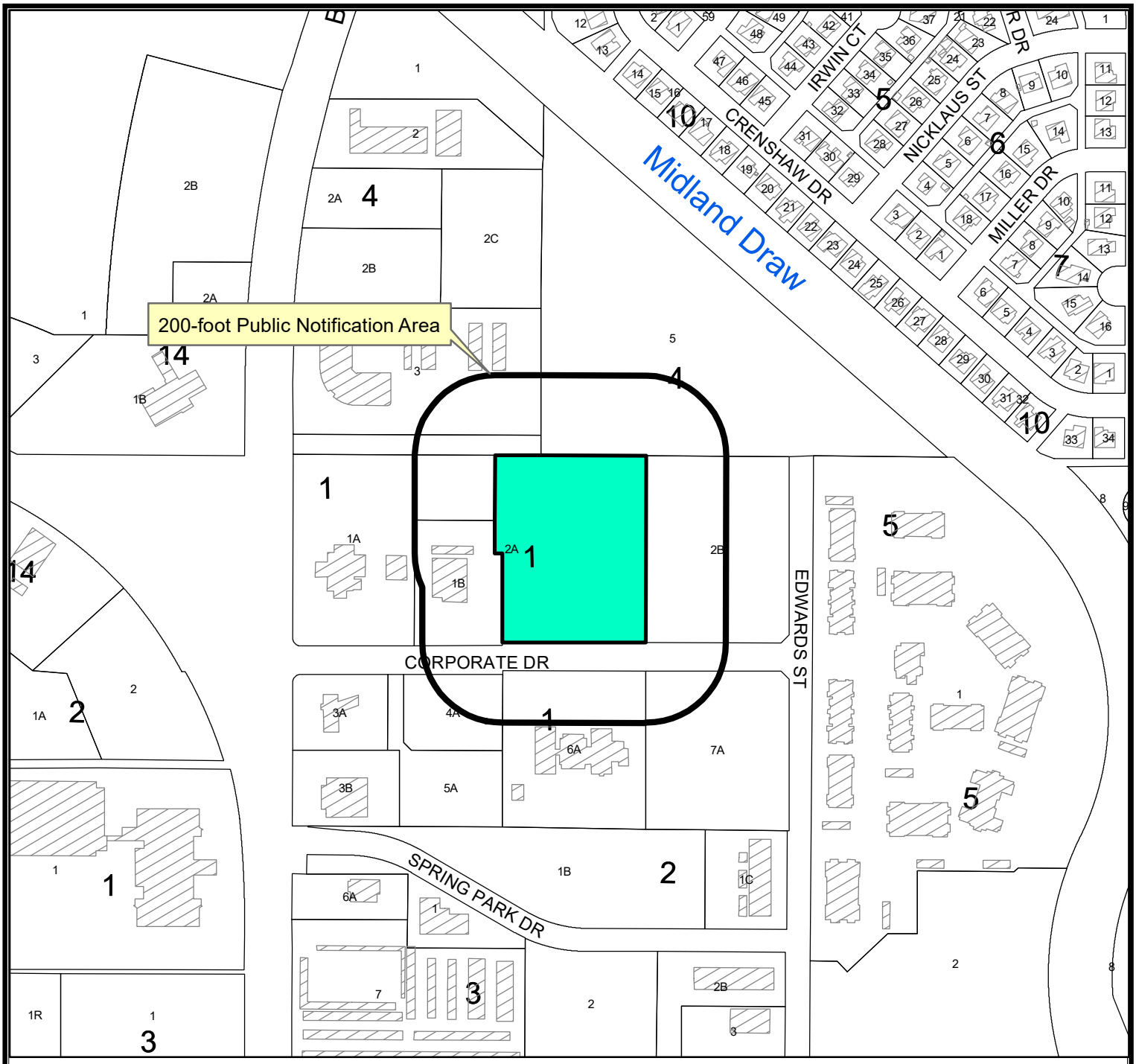
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☒ Dimensioned Site Plan |
| ☒ Application Fee | ☒ Plans in Digital Format (PDF/JPEG) |
| Check # 3127 | |

RECEIVED
FEB 26 2020
BY:

| | |
|---|---|
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

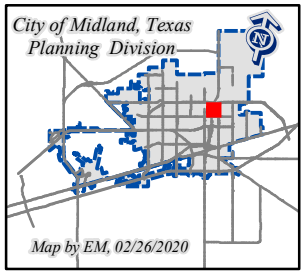
**Z-20-0172** **Scale: 1" = 200'**

Consider a request by Maverick Engineering for a zone change from a PD, Planned District for an Office Center to PD, Planned Development District for a Housing Development on Lot 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas.

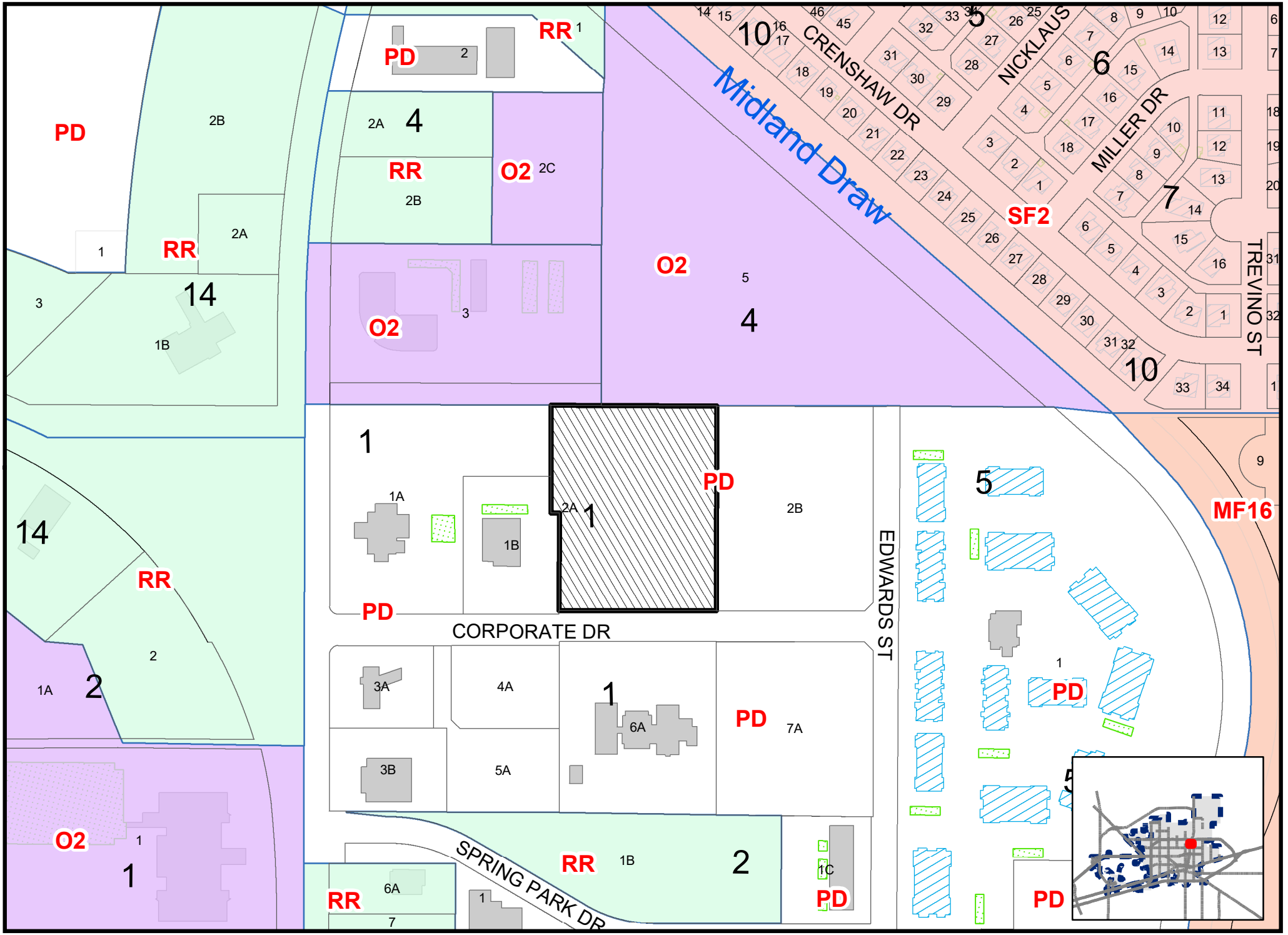
Generally located on the north side of Corporate Drive, approximately 550-feet east of North Big Spring. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




Map By GAC, 03/13/2020 PACKET-0172 Scale: 1" = 200' **ZONING MAP** May 26, 2020

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8007

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR AN OFFICE CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT FOR AN OFFICE CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLAN, ORDINANCES, AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE AND EXPRESSLY REPEALING ORDINANCE NO. 5784; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of

Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for an Office Center, and it shall be used as an Amended Planned District for an Office Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lots 1 through 5, Block 1, Corporate Plaza, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That Lots 1 and 3 shall be subject to the regulations of the O-2, Office District, except that the maximum building height shall be 80 feet;

B. That Lots 2, 4 and 5 shall be subject to the regulations of the O-1, Office District, except that the maximum building height shall be 40 feet;

C. That Lot 1 may also be permitted to be developed with a funeral home in accordance with Exhibit A, in all respects; and, that following initial development, any building expansion into the indicated "Future Expansion Area" must substantially conform to the building materials and architectural design of the initial construction.

D. That Ordinance Number 5784 shall be repealed.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with

any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict, and Ordinance No. 5784 is hereby expressly repealed.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of February, A.D., 2001; and passed to second reading on motion of Council member Wood, seconded by Council member Bradford, by the following vote:

**Council members voting "AYE":** Wood, Bradford, Morgan, Dingus, Burns and Sinpson

Council members "ABSTAINING": Canon

**Council members voting "NAY":** None

**The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member** Wood, **seconded by Council member** Bradford, **on the** 20th **day of** March, **A.D., 2001, at a regular meeting of the City Council:**

**Council members voting "AYE":** Wood, Bradford, Morgan, Dingus, Burns, Simpson and Canon

**Council members voting "NAY":** None

**PASSED AND APPROVED THIS** 20th **day of** March, **A.D., 2001.**

**Robt. E. Burns, Mayor**

**ATTEST:**

Kaylah J. McCord

**Kaylah J. McCord, City Secretary**

**APPROVED AS TO FORM:**

**Keith Stretcher, City Attorney**

L:\Ordinances\Planning\Planned District\Amended\Z-01-03.wpd 4

The
Springboard
Center
200

2214

**City Council Meeting**

**Item Number 18**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Morris WIlliams, Assistant City Manager
**Subject:** Consider ordinance appointing a new City of Midland Municipal Court Associate Judge effective May 26, 2020; and authorizing the Mayor to execute an employment agreement with the new Associate Judge.

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Consider ordinance appointing a new City of Midland Municipal Court Associate Judge effective May 26, 2020; and authorizing the Mayor to execute an employment agreement with the new Associate Judge.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None

**Discussion:**

None

**ORDINANCE NO. _____**

**AN ORDINANCE APPOINTING A NEW CITY OF MIDLAND MUNICIPAL COURT ASSOCIATE JUDGE EFFECTIVE MAY 26, 2020; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE NEW ASSOCIATE JUDGE**

**WHEREAS,** in accordance with Section 30.00006(b) of the Texas Government Code, the City Council finds it to be in the public interest to appoint a new City of Midland Municipal Court Associate Judge effective May 26, 2020, and to authorize the Mayor to execute an Employment Agreement with the new Associate Judge;

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

**SECTION ONE.** That _____ is hereby appointed to be the City of Midland Municipal Court Associate Judge effective May 26, 2020.

**SECTION TWO.** That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an Employment Agreement with _____ as the City of Midland Municipal Court Associate Judge effective March 24, 2020. A copy of said Employment Agreement shall be placed on file in the City Secretary's Office referenced by the date and number of this resolution.

**SECTION THREE.** That this ordinance shall be effective immediately upon approval.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Courtney Sharp, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**City Council Meeting**

**Item Number 19**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Isaac Garnett, Manager, Community Development
**Subject:** Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2020-2021 CDBG grant application submissions and the Five Year Consolidated Plan goals.

Approved for Agenda:

City Manager's Office

---

**Purpose:**

Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2020-2021 CDBG grant application submissions and the Five Year Consolidated Plan goals.

**Recommended City Council Action:**

DirectionalInformational

**Fiscal Impact:**

No fiscal Impact on City Budget

**Discussion:**

Funds covered by the Plan year are approximately $970,435 that the City will receive from the U.S. Department of Housing and Urban Development's CDBG program and $90,000 in Program Income for a total $1,060,435. A minimum of 70% of CDBG funds must be allocated to projects that benefit low and moderate-income persons. After the June 2020 public hearing the City will prepare a draft Five Year Consolidated Plan and Annual Action Plan making it available for a 30 calendar days public review and comment period. Final approval of the Plans and applications is scheduled on July 28, 2020.

# LIST OF FUNDED PROJECTS
# FOR 2020/21 CDBG FUNDS

| Proposed Project/Program | Administering Agency | Amount Requested | |
|---|---|---|---|
| Owner Occupied Housing Minor Projects | City | $75,000 | |
| Homebuyer Assistance Program | City | $0 | |
| SE Senior Nutrition Program | Community & Senior Services | $68,000 | * |
| Home Cleaning Program | Casa de Amigos | $40,000 | * |
| Take-Home Terriffic Program | Mission Center Adult Day Service | $30,000 | * |
| South Ft. Worth/Montgomery | City | $400,000 | |
| CDBG Administration | City | $200,000 | |
| Parks and Rec | | $75,000 | |
| Contingency | | $172,435 | |

| | |
|---|---|
| Grant+PI TOTAL | $1,060,435 |
| GRANT AMOUNT | $970,435 |

# Program income will be generated by the owner occupied housing reconstruction program but will not be used by the program

"*" Project is a public service. Maximum allowed for public services is 15% of the grant.

**City Council Meeting**

**Item Number 20**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Glenda Arroyo-Cruz, Planner
**Subject:** Hold a public hearing and consider an ordinance on a request by Jose Ramos for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas. (Generally located on the southeast corner of the intersection of S. Carver Street and E. Wall Street. Council District 2)

Approved for Agenda:

City Manager's Office

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**Purpose:**

The applicant, Jose Ramos, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the city.

**Discussion:**

The properties to the north, south, and west are zoned MF-22, Multiple-Family Dwelling District, and are the locations of Carver Elementary, a vacant lot, and a residence, respectively. The property to the east is zoned SF-3, Single Family Dwelling District, and is the location of a residence. Discussion: The property is located at 101 S. Carver Street and is currently vacant. The applicant is proposing to build a home at this location. Per the previous zoning ordinance, single-family detached dwellings were allowed in this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within MF-22, Multiple-Family Dwelling District. The planning department has researched the surrounding neighborhood and based on the existing characteristics of the area, the zone change request to allow for a single-family detached dwelling would be appropriate. The dimensions of the property are approximately 50 feet by 140 feet and would not meet the dimensional regulations of corner lots in the SF-3, Single Family Dwelling District. However, per the Zoning Ordinance section 4.08.D, "Any existing vacant lot platted prior to the zoning ordinance effective date that was legally conforming shall be deemed a conforming lot." The property was platted prior to the effective date of the zoning ordinance; therefore, the lot would be suitable for the development of a home. This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows: Fire: (Approved) No objections. Building: (Approved) No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Engineering: (Approved) No objection to zone change. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to

receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE and Zone X Shaded, which is a Special Flood Hazard Area subject to inundation by the 1% and 0.2% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. Code: (Approved) No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Transportation: (Approved) Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. No objection to zone change. Planning: Per the Future Land Use map, this location is designated as Urban-Residential Low. Potential zoning or this area includes Single-Family Dwelling Districts; therefore, this zone change is in compliance with the Future Land Use plan. This request also supports the integrated Land Use Vision Development principal of supporting appropriate infill development, which the plan believes will support the economic value of Midland's existing neighborhoods and makes full use of the existing infrastructure. The Eastside Infill Area analysis states that vacant lots are considered opportunities for new investment in the area, while noting the success that has been seen in this area with past infill development. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland. The Planning and Zoning Commission recommended approval of this request at the April 20, 2020 meeting. This request was deferred at the May 12, 2020 City Council meeting. Staff recommends approval of the zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A. Conditions: A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District. Letters of Objection: Staff has not received any letters of objection as of May 20, 2020. Attachments: Application Maps

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 30, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH CARVER STREET AND EAST WALL 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 12, Block 30, Moody Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

**SECTION TWO.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION THREE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION FIVE.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION SIX.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2020, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: 2-20-0176

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Ramos | | Phone (432) 634-7417 Email Jose9ldoRamos@yahoo.com | |
|---|---|---|---|
| Address 35 E. 09K | City midland | State TX | Zip 79705 |

| **Property Owner** Printed Name: Jose Ramos | | Phone (432) 634-7417 Email Jose9ldoRamos@yahoo.com | |
|---|---|---|---|
| Address | 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:** 101 S. Carver midland TX 79705

**Legal Description**
Lot: 12 Block: 30 Subdivision: Moody

| **Current Zoning:** MF22 | **Proposed Zone:** *(List by tracts if more than one district is requested)* |
|---|---|

**Reason for Zone Change Request:** Single family build

**Present Use of Property:** Vacant

**Proposed Use of Property:** Single family Home

**How would this zone change affect the public health, safety and welfare?** NO

**Describe how conditions affecting the property have changed since present zoning designation:** Vacant

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Jose Ramos | Date: 3-16-20 |
| Applicant (printed): | |
| Property Owner (signature): Jose Ramos | Date: 3-16-20 |
| Property Owner (printed) : Jose Ramos | |

*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 Jose A. Ramos who, being by me duly sworn, upon oath says: That (s)he is the owner of 101 S. Carver 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.

Jose Ramos
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16 day of March, 2020, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

☒ Property Owner Authorization
☒ Application Fee
Check # _____
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: JM
Date:

RECEIVED
MAR 19 2020
BY: JM

****Application will not be considered for scheduling until reviewed by a planner.****

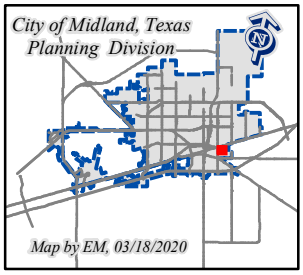
# LOCATION MAP

**Z-20-0176** **Scale: 1" = 100'**

Consider a request by Jose Ramos for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas. Generally located on the southeast corner of the intersection of S. Carver Street and E. Wall Street. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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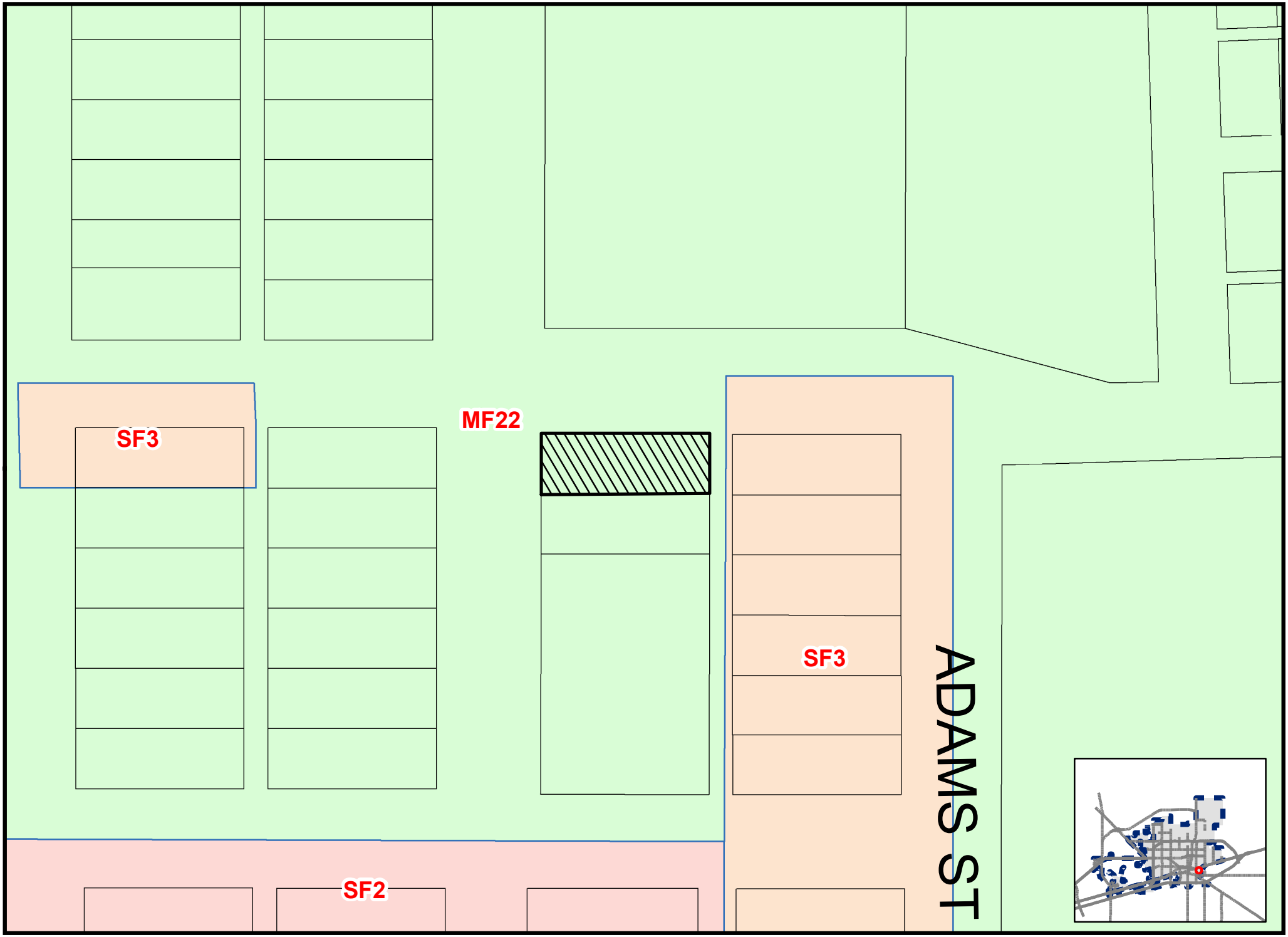


*Map By EM, 3/18/2020*

PACKET **Z-20-0176**

**Scale: 1" = 100'**

# ZONING MAP

May 26, 2020

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SPEED
LIMIT
30

**City Council Meeting**

**Item Number 21**
**Meeting Date:** May 26, 2020
**To:** City Council / City Manager
**From:** Courtney Sharp, City Manager
**Subject:** Consider a motion authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest. (CITY MANAGER'S OFFICE)

Approved for Agenda:

City Manager's Office

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**Purpose:**

Deferral of HOT Taxes for certain Hotel/Motel properties.

**Recommended City Council Action:**

DirectionalInformational

**Fiscal Impact:**

Undetermined

**Discussion:**

Council Member Trost asked to place this item on the agenda to discuss authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest.

If the Council is interested in this type of rules and regulations, management suggests that you consider:
1. Ensuring this is available only to businesses that are no more than 30 days in arrears in payment.
2. Not allow businesses that are approved for deferment to layoff/furlough employees during the deferment period.
3. Cap the deferment at 6-months worth of HOT tax collected over the previous six months of the deferment period.

This item was deferred from the May 12, 2020 City Council Meeting.